



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Regulation 9 of the Tenancy Deposit
Schemes (Scotland) Regulations 2011**

Chamber Ref: FTS/HPC/PR/25/2363

**Re: Property at Flat 5, 1 Tudsbery Avenue, Edinburgh, EH16 4GX (“the
Property”)**

Parties:

**Mr Pradeep Kumar Dhanapal Chidambaram, 49 Jean Armour Avenue,
Edinburgh, EH16 6XB (“the Applicant”)**

**Mr Abdul Jabbar, 4 Riccarton Avenue, Edinburgh, EH14 5PQ (“the
Respondent”)**

Tribunal Members:

Alastair Houston (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that an order for payment of £3000.00 be made in favour
of the Applicant.**

1. Background

1.1 This is an application under rule 103 of the Chamber rules whereby the Applicant sought an order for payment in respect of an alleged failure by the Respondent to comply with their obligations under the 2011 Regulations. The application was accompanied by copies of the tenancy agreement between the parties, correspondence from the deposit schemes, verification of a bank transaction of the deposit being paid and consent from the joint tenant named on the written agreement as to the Applicant bringing the application in his sole name only.

1.2 Both the Respondent and Applicant lodged further representations in advance of the Case Management Discussion.

2. The Case Management Discussion

2.1 The Case Management Discussion took place on 20 October 2025 by teleconference. Both parties attended personally and were not represented.

2.2 The Tribunal heard firstly from the Applicant. He confirmed that a deposit of £2100.00 was paid in connection with the tenancy. The tenancy commenced on 10 August 2025. He was named as joint tenant on the agreement along with Ms Bindhu Kumar as per the copy of the written agreement lodged. The tenancy continued until 10 April 2025 when it terminated. The sum of £1500.00 was returned to by the Respondent on 29 April 2025. Deductions had been made from the deposit by the Respondent. The Applicant had asked the Respondent on more than one occasion as to whether the deposit had been lodged with a third party scheme. The Respondent had advised he would do so. He did not mention the death of his father at all. The Applicant had contacted each of the operational schemes and had been advised that the deposit was not lodged.

2.3 The Respondent agreed that the tenancy commenced on 10 August 2025 and continued until 10 April 2025. He accepted that the written agreement was the only one produced. He advised there to be a third tenant who never signed the agreement. The Respondent accepted that the deposit was not lodged with any of the schemes. He advised that his father had passed away in July 2025. Due to grief, he had failed to adhere to his responsibilities in respect of the deposit. The deposit had been held in his bank account during the tenancy. Deductions had been made due to the condition of the Property at the time of the Applicant vacating. The Property was the Respondent's only rental property. He had owned it since 2008, having previously resided there. There had been previous tenants prior to the Applicant albeit the property had been vacant for a few months prior to the Applicant's tenancy beginning whilst renovations were carried out. The Respondent was aware of the requirement to lodge a deposit at the time of the tenancy beginning. He acknowledged that the Applicant had queried the lodging of the deposit but only accepted this had occurred on one occasion. He did not use solicitors or letting agents to assist with preparation of the tenancy agreement or management of the Property. He took issue with the lack of participation by the other occupiers of the property and submitted that they ought to have been party to the application for it to proceed.

2.4 The parties had little dispute to take with each other's position. The written submissions lodged by each of them referred to a number of extraneous matters which were in dispute. The Tribunal did not consider them materially relevant to the present application. Given the admission by the Respondent as to the nature of the breach, the Tribunal did not believe a hearing was necessary. The Tribunal indicated that a decision would be issued based on the papers and what was said at the Case Management Discussion.

3. Findings In Fact

- 3.1 The tenancy between the parties commenced on 10 August 2025. The Respondent was the landlord and the Applicant, together with Ms Bindhu Kumar, was a joint tenant.
- 3.2 A deposit of £2100.00 was paid to the Respondent's agent in connection with the tenancy on 10 August 2025.
- 3.3 The deposit was held by the Respondent in his bank account for the duration of the tenancy agreement.
- 3.4 The deposit was not lodged with an approved third party scheme and was held by the Respondent until repayment of the sum, less £600.00, was made to the Applicant, on 29 April 2025.
- 3.5 The Applicant contacted the Respondent following payment of the deposit to query whether it had been placed in an approved third party scheme.
- 3.6 No information regarding the lodging of the deposit was given by the Respondent to the Applicant.
- 3.7 The tenancy between the parties ended by their agreement on 10 April 2025.

4. Reasons For Decision

- 4.1 In terms of Regulation 3 of the 2011 Regulations, the Respondent was obliged to lodge the deposit with an approved third party scheme within 30 working days of the commencement of the tenancy and provide the Applicant with the information contained within Regulation 42. The Respondent had failed to lodge the deposit within the prescribed time frame or provide the prescribed information to the Applicant.
- 4.2 Regulation 10(a) of the 2011 Regulations requires the Tribunal to make an order for payment in favour of the Applicant where the Respondent has breached the aforementioned duties. In that, the Tribunal has no discretion. The discretion of the Tribunal is limited to the amount the Respondent must pay which must not exceed three times the deposit taken. The Tribunal could therefore make an order for an amount up to £6200.00.
- 4.3 The Tribunal approached the matter of the amount by following the Upper Tribunal's reasoning in *Ahmed v Russell* 2023 S.L.T. (Tr) 33. The order for payment was a sanction upon the Respondent, not compensation for the Applicant, and ought to reflect the level of overall culpability measured against the nature and extent of the breach. In the present case, the deposit

had not been lodged at any point during the tenancy. It was a significant sum and remained unprotected for around eight months, which the Tribunal considers a serious breach of the 2011 Regulations. Whilst the Tribunal accepts that the Respondent's father passing away may have affected his focus on his responsibilities as a landlord, he accepted that the Applicant had contacted him to ask about the lodging of the deposit. Furthermore, he had chosen not to use solicitors or agents to assist with management of the Property and had entered into a tenancy agreement at that time. The Tribunal considered that the Respondent's father's passing was only of limited excuse as to the failure to thereafter lodge the deposit. The Tribunal balanced this against the somewhat limited duration of the tenancy however, also noted that the Applicant had been deprived of the mediation service available through the deposit schemes in respect of deductions that were made from the deposit. The Tribunal was mindful that the order for payment was a sanction and not meant to represent some windfall for the Applicant. The Tribunal considered that an order at the maximum level of that could be made, given the size of the deposit, would be disproportionate even in respect of a serious breach of the 2011 Regulations. The Tribunal therefore selected the sum of £3000.00 as appropriate in the circumstances.

4.4 The parties had lodged representations relating to the performance of other obligations under the tenancy agreement, including the identity of the tenants, the proportion of the deposit paid by each, the condition of the property and the parties' conduct during the tenancy. The Tribunal placed no weight on these matters, given that they were not relevant to extent of the breach or culpability of the Respondent, given the circumstances. The Respondent accepted that the Applicant's tenancy commenced on 10 August 2024 and continued until 10 April 2025, when it was terminated. Whilst there were two different third parties that occupied the property during the tenancy, the Tribunal considers they ought to be considered non-tenant occupiers akin to lodgers. The parties so fit to formalise the tenancy within a written contract and neither occupier was party to the agreement.

4.5 Even if the Tribunal is wrong in this assessment, the Applicant remains entitled to bring the present application. Regulation 9 of the 2011 Regulations permits a tenant to bring such an application. Regulation 2 of the 2011 Regulations states that "tenant" refers to a tenant of a relevant tenancy and includes joint tenants and former tenants by whom a tenancy deposit was paid. It was not in dispute that the Applicant was a tenant. The Regulations do not require all tenants to be party to the application. Any one or combination of joint tenants may bring an application in respect of a breach of duties under the 2011 Regulations.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a

point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Alastair Houston

Legal Member/Chair

20 October 2025
Date