



**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/25/1504

**Re: Property at 245 WEST PRINCES STREET, GLASGOW, G4 9EE (“the
Property”)**

Parties:

**Mr Christopher Ardehali, Joshua Henry Powers, 3 Flinders Way, Lanark, ML11
9GE; 36 Manor Heath Road, Halifax, HX3 0BE (“the Applicant”)**

**Mr Hardev Singh Atwal, Surinder Kaur Atwal, 26 CORTMALAW GARDENS,
GLASGOW, G33 1TJ (“the Respondent”)**

Tribunal Members:

Melanie Barbour (Legal Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that there had been a breach of the Tenancy Deposit
Schemes (Scotland) Regulations 2011, and it would make an order for payment of
£150 in favour of the Applicant.**

Background Discussion

1. An application was made to the First Tier Tribunal for Scotland (Housing and Property Chamber) under Rule 103 of the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 Rules”) seeking an order against the landlord failure to lodge a tenancy deposit.

2. The application contained:-
 - a. Tenancy agreement;
 - b. Email from Safe Deposit Scotland dated 6 April 2025 stating that the applicant's deposit was now protected.
 - c. Emails between the landlord and tenants at the commencement of the tenancy regarding payment of the deposit.
3. The respondent submitted written representations on 19 September 2025.
4. The case called for a case management discussion (CMD) on 15 October 2025. The second applicant, Mr Powers, appeared on behalf of both applicants. The respondents' representative Mr Al-Latif from Dupont Associates, appeared for the respondents.
5. The applicant confirmed that he had seen and read the respondents' written representations.

Hearing

6. The applicant confirmed that they were seeking an order as the landlord had breached the tenancy deposit regulations. The landlord had failed to lodge the tenancy deposit within the 30 working day period. It had caused great stress to the applicants, as they did not know if they would get their deposit returned to them. On being asked questions by the tribunal, the applicant was not clear whether he or the other applicant had asked the landlord about the deposit during the period before it had not been lodged with the safe deposit scheme. He advised that the applicants had moved out of the property on 11 May 2025. He was not clear when notice to leave had been given to the landlord. He advised that the deposit was recovered from Safe Deposits Scotland, but he said that, as it had not initially been secured with the deposit scheme. He said that he had been very stressed not knowing if he would get the deposit returned to them. He was not clear as to why this would have still caused him concern after he had been advised that the deposit was in an approved scheme. He was not sure if all of the deposit had been returned to them from Safe Deposits Scotland. He advised that it had taken a significant period to get

it back; however he could not advise if the reason he thought this had anything to do with the landlord or merely reflected the Safe Deposits Scotland's own timescales. At one stage, he appeared to indicate that he had not been aware that the deposit had in fact been lodged with Safe Deposits Scotland, but as was pointed out by the respondent's representative, it was clear from the applicant's own papers that they were aware that it had been lodged with the safe deposit scheme.

7. The applicant advised that the landlord should not have failed to lodge the deposit. The landlord had a duty to protect tenants' deposits, but they had failed to ensure that it was protected. While he thought that the explanation provided by the landlord explained matters to some extent, the landlord nonetheless had a duty to ensure that a deposit was protected and had failed in that duty.
8. He said that he had no idea that the landlord's daughter had been organising a wedding; he accepted that she may have been anxious, but advised, so was he, and he had been worried that he would not get his deposit back. He said that when they had given notice to leave, they were worried that they would not get their deposit back.
9. Once they got the letter from the Safe Deposits Scotland, that their deposit was protected, they made an application to the tribunal.
10. The respondent's representative had submitted written representations. They explained the reason why the deposit had not been placed in the scheme within the first 30 working days. He had also provided an assessment of the legal factors that the Upper Tribunal required the First Tier Tribunal to take into account when considering these applications.
11. He advised that the respondents were long-standing landlords, that they took their duties very seriously. They had been landlords for over 20 years; this was the first time they had been to a tribunal for a failure to place a deposit in an approved scheme. They lease over 10 properties. He advised that they are aware of their duties and are diligent in meeting these duties. They acknowledged straight away their breach. He advised that on this occasion, their daughter was acting for them, as their agent, and she had been dealing with the administrative paperwork. She had intended to put the deposit into the approved scheme; however, it was an oversight on her part, and she forgot to do so. She was at that time organising a wedding for over 650 people and also assisting her unwell mother.

12. The respondents had put the deposit in the approved scheme, once it had come to their attention, it had not been secured. They were 30 working days late in putting it into a scheme. The deposit had been returned to the tenants in full. There was no financial loss sustained by the tenants. When they moved out, they were able to use the Safe Deposits Scotland adjudication system.
13. On receipt of this application, they had instructed a lawyer, they had admitted their mistake, and they had apologised for it and put in new systems to prevent recurrence of this error.
14. The respondent's representative referred to several Upper Tribunal cases regarding tenancy deposit breaches. He submitted that the sanction should mark the gravity of the matter; it is not compensation; the assessment should consider what is fair and proportionate; it should consider aggravating and mitigating factors.
15. The respondents accepted that they would have an order against them; however they submitted that it should be at the lower end of the scale. The respondents did not oppose the application, they admitted their breach, and they explained the circumstances of what had happened, and the background to their conduct as landlords.

Findings in Fact

16. The Tribunal made the following findings in fact:-
17. There was a private residential tenancy in place between the parties.
18. The tenants were Christopher Ardehali and Joshua Powers.
19. The landlords were Hardev Atwal and Surinder Atwal.
20. The property was 245 West Princess Street, Glasgow.
21. It started on 13 January 2025
22. The tenancy ended on 11 May 2025
23. The deposit was £1500
24. The deposit was paid at the start of the tenancy.
25. The deposit should have been lodged with Safe Deposits Scotland by 21 February 2025.
26. The deposit was not lodged with Safe Deposits Scotland until 6 April 2025.
27. The deposit was not protected for a period of around 30 working days.

28. The landlords leased around 10 properties. They had been landlords for over 20 years. They had not been previously been to the tribunal for any failure to lodge a deposit timeously.
29. They admitted their breach. Their daughter had acted as their agent. She had taken the deposit and had forgotten to lodge the deposit. They had sought legal advice about this matter. They apologised for their error.
30. The deposit was returned in full to the tenants by Safe Deposits Scotland.
31. The application to the first-tier tribunal was made on 7 April 2025.
32. The tenancy deposit paid by the applicants had not been lodged with an approved tenancy deposit scheme within 30 working days of the tenancy commencing.

Discussion

33. The Tenancy Deposit Schemes (Scotland) Regulations 2011 set out a number of legal requirements in relation to the holding of deposits, and relevant to this case are the following regulations:-

Duties in relation to tenancy deposits

3.— (1) A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy— (a) pay the deposit to the scheme administrator of an approved scheme; and (b) provide the tenant with the information required under regulation 42.

Sanctions

9.— (1) A tenant who has paid a tenancy deposit may apply to the [First-tier Tribunal] 1 for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit. (2) An application under paragraph (1) must be made [...]2 no later than 3 months after the tenancy has ended.

10. If satisfied that the landlord did not comply with any duty in regulation 3 the [First-tier Tribunal] 1 — (a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and (b) may, as the [First-tier Tribunal] 1 considers appropriate in the circumstances of the application, order the landlord to— (i) pay the tenancy deposit to an approved

scheme; or (ii) provide the tenant with the information required under regulation 42.

34. The tenancy deposit regulations apply in this case. The landlord received a deposit in connection with a relevant tenancy. They had a duty to therefore place it into an approved scheme. They did not do so. Given this breach, the tribunal is required to order the landlord to pay the tenant an amount not exceeding three times the tenancy deposit.
35. The deposit was placed into an approved scheme 30 working days after it should have been secured. The respondents admitted this breach, apologised and set out the factors relevant to the issue.
36. The tribunal agrees with the respondents' representative's assessment of the case law on this point. The sanction is to mark the gravity of the offence; it is not paid as compensation; the assessment should be fair and proportionate. There should be an assessment of mitigating and aggravating factors.
37. I consider that this breach is at the lowest end of the scale. In assessing the relevant factors, I consider the following to be mitigating factors:
- a. The respondents have admitted their breach
 - b. They have apologised.
 - c. The deposit was secured in an approved scheme.
 - d. It was 30 working days out with when it should have been secured, while not compliant, I do not consider that this was a long period of time.
 - e. The deposit was secured and returned in full at the end of the period.
 - f. The landlords have been landlords for 20 years, and lease 10 properties. They are aware of their duties, and they comply with their duties; they have not been to the tribunal before for a breach of the tenancy deposit regulations.
 - g. I believe that they did intend to lodge the deposit, as the tenancy agreement refers to it being placed in an approved scheme, and the email correspondence at the beginning of the lease, from the landlord's daughter, confirmed it would be put into an approved scheme.
 - h. I consider that while this is a breach, it was inadvertent and an oversight on the part of the landlord.

- i. There was no evidence before me that the tenants had been aware of this breach before 6 April 2025 and had been asking the respondents to place the deposit in an approved scheme. I consider that as soon as the respondents discovered it was not in a scheme, they took the proper steps to regularise the matter.
- j. Other than the initial failure to lodge the deposit on time, they have otherwise acted appropriately.

38. I do not find that there are aggravating matters in this case. The applicant said that it had caused them grave stress. I do not find that this could have been the case. The applicants appeared to be unaware that the deposit had not been secured until they were advised that it was secured. I do not, therefore, consider that they were stressed or worried during that period. After 6 April 2025, it was secured, and so then there would have been no reason for the tenants to be stressed, as the deposit was then in a protected scheme.

39. The regulations require me to make an order in the event of breach; however, for all of the reasons I have set out above, I do not consider that this was anything other than an innocent oversight on the part of the respondents. I will make an order for £150, which is 1/10th of the value of the deposit which was paid. I consider that this is a fair and proportionate sum in all the circumstances and reflects the gravity of the situation.

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.

Melanie Barbour

15 October 2025

Legal Member/Chair

Date

