Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011/176

Chamber Ref: FTS/HPC/PR/25/3145

Re: Property at 2/7 Moredun Park Grove, Edinburgh, EH17 7LZ ("the Property")

Parties:

Juno Mary Abraham, 9 Upper Craigour Way, Edinburgh, EH17 7SG ("the Applicant")

Hartake Singh, Fleming House, Unit 30, Fort Kinnard Park, Edinburgh, EH15 3RD ("the Respondent")

Tribunal Members:

Joel Conn (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that

1. This is an application by the Applicant for an order for payment where the landlord has not complied with the obligations regarding payment of a deposit into an approved scheme or provision of prescribed information under Regulation 9 of the *Tenancy Deposit Schemes (Scotland) Regulations 2011/176* in terms of Rule 103 of the *First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended ("the Rules"). The Applicant raised a separate application for repayment of the £1,100 deposit under Rule 111 (under reference CV/25/2616) but this was withdrawn on the morning of the case management discussion as repayment had by then been received. Further details as to the repayment are set out below.

2. The tenancy in question was a Private Residential Tenancy ("PRT") of the Property but in a very brief, non-standard form. It was dated 27 March 2024 and purported to be for a limited period of six months from 27 March to 27 September 2024. It contained within in an acknowledgement of receipt of a

deposit of £1,100. Further, it did not contain the name of the landlord but implied that the landlord was the Respondent as his name and account details were provided for payment (and no other landlord was named or suggested). Notwithstanding this form of documentation and its terms, given the findings-in-fact I have made, the Tenancy is a PRT.

3. The application was dated 20 July 2025 and lodged with the Tribunal on 22 July 2025. The application relied upon evidence that a deposit of £1,100 was paid to the Respondent but never paid into an approved scheme and with no prescribed information provided. Further the Tenancy concluded on 20 April 2025 with no funds returned to the Applicant despite requests (evidenced by text exchanges lodged with the application). The application sought "up to 3 times the deposit".

The Case Management Discussion

4. On 13 January 2026 at 10:00, at a case management discussion ("CMD") of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote conference call, there was appearance by the Applicant who was represented by her friend, Lincy Sherry.

5. There was no appearance for the Respondent. Service upon him by the Tribunal's Sheriff Officer had been successfully undertaken on 14 November 2025 and I noted from the Applicant's representative that following intimation of the two conjoined applications that the Respondent made contact with the Applicant seeking to make payment of the deposit. The Applicant's representative described the following:
   a. In response to the request for bank details, the Applicant asked for "at least" £1,750 to settle all matters.
   b. The Respondent refused this proposal and said that he was in financial difficulties.
   c. There was then a period of silence but the Applicant contacted the Respondent again asking for payment of the £1,100, but intentionally making no reference to an offer to drop either application.
   d. £1,100 was then paid to her on 5 January 2026 but with no agreement made about the applications.

   Further, I noted the following Tribunal correspondence:
   e. An email from the Applicant of 5 December 2025 referring to the Applicant seeking her bank details on 14 November 2025 (consistent with the rest of the Applicant's narration).
   f. An email of 6 January 2026 from "Josh Singh" of "Heritage of Mr Singh's Properties Ltd" on 6 January 2026 saying that "I have come to an agreement with Juno Mary Abraham, and paid her by BACS of £1,100 deposit and she has agreed to close the case".
   g. A response by the Tribunal clerk to Mr Singh on the morning of 13 January 2026, around 90 minutes before the CMD commenced, informing him that the CMD would take place to discuss, amongst other things, whether there has been a full settlement agreement.

   In all the circumstances, and having held back commencement of the CMD until 10:05, I was satisfied to proceed in the absence of the Respondent. In any

case, he did not call in (nor did anyone on his behalf) by the conclusion of the CMD.

6. The Applicant accepted that, as the £1,100 was paid, she no longer required to proceed with her application for repayment and formally dropped CV/25/2616 at the CMD. The Applicant did, however, insist on the application under the Regulations and sought an award under the *2011 Regulations* at the highest level. The application papers provided evidence of the payment of £1,100 on 27 March 2024 to the Respondent. Further the papers provided evidence that none of the three Tenancy Deposit Scheme providers had a trace of the deposit being lodged.

7. In response to questions, the Applicant gave the following further details:
   a. She rented the Property when she was new to the country;
   b. She lived there with her husband and two children;
   c. No other persons lived at the Property;
   d. The only lease received was the one-page non-standard lease. (She now realised that this was not the proper form for a lease);
   e. She was given no details for the landlord, and had to obtain the Respondent's details for the application from City of Edinburgh Council after she had approached them for help;
   f. She did not know of the existence of the Regulations, or that her deposit was supposed to be protected, until after she had raised CV/25/2616 (solely seeking return of the deposit).

8. I noted from the application papers that the Applicant had texted the Respondent on 30 April 2025 chasing return of her deposit and then again on 1 May 2025. The Respondent's text in response was "I'll chase them up" (without stating who he proposed to chase). There was further text correspondence and on 13 May 2025 the Respondent replied: "By Tuesday I should let you know". There was no discussion as to any withholding of the deposit due to the condition of the Property. The correspondence, when read as a whole, suggested an external financial reason for non-payment, such as the Respondent awaiting payment of a deposit from a new tenant (though I was not addressed on this).

9. I raised with the Applicant why she held the Respondent to be her landlord. I noted the following conflicting information:
   a. Title to the Property was registered to "Heritage of Mr Singh's Properties Ltd" (company number SC722305) who took entry on 6 March 2024, prior to the Tenancy. The registered office of that company is currently listed at Companies House as "Fleming House, 30 Kinnaird Park, Edinburgh, Scotland, EH15 3RD";
   b. That company, since incorporation in 2022, has had only one shareholder and director listed at Companies House: Hartake Suraj Prakash Josh Singh, who gives his contact address as at the registered office.
   c. The entry for the Property on the Scottish Landlords Register is that the landlord is "Hartake Singh" and his contact address is given as "Fleming House Unit 30 FORT KINNAIRD PARK, Edinburgh, EH15 3RD" (being the version of the address used for this application).

The Applicant said that she was not aware of the company or of "Josh Singh" (who had recently written to the Tribunal on behalf of the company) but she did not discount that the Respondent also went by the name "Josh Singh". (I noted this would be consistent with the information on Companies House.) She insisted, however, on the application being against the Respondent on the basis that his name was the only name on the Tenancy Agreement, and his name was that given to her by City of Edinburgh Council.

10. The Applicant recalled the Respondent referring to himself as having other rental properties. During the CMD, I undertook my own investigations on Registers of Scotland and could see a number of other properties in the name of the company in the registration district of Midlothian:

Title	***Property address***	***Date of Entry***
MID85202	5/6, Magdalene Gardens, Edinburgh, EH15 3DG	23-Feb-24
MID165444	Flat 13, 32 Peffer Bank, Edinburgh, EH16 4FG	07-Oct-22
MID89779	11 Royston Mains Street, Edinburgh, EH5 1JY	20-Sep-23
MID11581	22a, Craigour Avenue, Edinburgh, EH17 7NJ	17-Nov-22
MID255899	98 Morvenside, Edinburgh, EH14 2SQ	26-Aug-25
MID256063	26/6, Balmwell Grove, Edinburgh, EH16 6HB	05-Sep-25

The Fleming House address was given as the proprietor address for each. I carried out no investigations into other districts. There was no reason to deduce that the Respondent was a different Hartake Singh from the gentleman who owned the company. Therefore, from these investigations of public information, it appeared that the Respondent had involvement in at least six rented properties (if I include the Property and discount one of the above as his potential home address) and had been involved in residential tenancies for at least around two years prior to the commencement of the Tenancy.

11. The Applicant sought an order at the highest level, on the basis of the Respondent failing to act properly in regard to the deposit, as well as failing to act properly when providing a lease (as it was in the wrong form and without contact details).

12. No motion was made for expenses. The Applicant asked for interest to be added at 8% per annum from the date of the decision.

Findings in Fact

13. The Respondent acted as landlord in offering a Tenancy to the Applicant of the Property commencing on 27 March 2024 ("the Tenancy").

14. The Tenancy Agreement was in an incorrect format and does not expressly state the landlord but states the Respondent's name and account details in respect of any payment.

15. The Respondent is registered as landlord of the Property in the Scottish Landlord Register.

16. Only the Applicant and her family resided at the Property during the Tenancy.

17. In terms of the Tenancy, the Applicant was obligated to pay a deposit of £1,100 at the commencement of the Tenancy.

18. The Applicant paid a deposit of £1,100 to the Respondent's specified bank account on or about 27 March 2024.

19. The Respondent failed to place the deposit into an approved Tenancy Deposit Scheme.

20. The Respondent provided no note of the prescribed information on the tenancy deposit to the Applicant.

21. The failure to lodge the deposit or provide the prescribed information under the *Tenancy Deposit Schemes (Scotland) Regulations 2011/176* was in breach of the said Regulations in regard to the lodging and the provision of prescribed information.

22. The Respondent is the director of a company that is the owner of the landlord of at least six other properties and held himself out to be the landlord of a portfolio of rental properties.

23. The Tenancy concluded on 27 April 2025.

24. The Respondent returned the deposit of £1,100 to the Applicant on 5 January 2026.

Reasons for Decision

25. The Rules allow at Rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal. In light of the submissions by the Applicant, I was satisfied both that the necessary level of evidence had been provided through the application and orally at the CMD, and that it was appropriate to make a decision under regulation 10 of the *2011 Regulations* at the CMD.

26. I received only *ex parte* evidence and vouching from the Applicant, but it was undisputed by the Respondent. I was satisfied by the Applicant's submissions that the Respondent held a deposit around the commencement of the Tenancy and that no one lodged the deposit or provided any prescribed information. I was further satisfied that the deposit had never been returned until after an application was raised and that it was only repaid on 5 January 2026. There is thus a clear breach of both the lodging and information requirements of the *2011 Regulations*. I accepted the Applicant's submission that the return of the £1,100 did not settle any claim under the Regulations.

27. In all the circumstances, I hold it as appropriate to determine that the Respondent is the landlord despite not being the infeft owner of the Property. He has acted as landlord, registered as landlord, and sought payment to himself personally. There are legal reasons why he may act as landlord even where he is not infeft (such as a sub-lease arrangement with his own company) and I see no reason to investigate such legal possibilities further. I am satisfied that the Respondent received the tenancy deposit as landlord, and he is responsible the compliance with the *2011 Regulations* in regard to the Applicant's deposit.

28. In coming to a decision on the appropriate level of order, I reviewed decisions from the Upper Tribunal for Scotland. In *Rollett v Mackie, [2019] UT 45*, Sheriff Ross notes that "the decision under regulation 10 is highly fact-specific to each case" and that "[e]ach case has to be examined on its own facts, upon which a discretionary decision requires to be made by the FtT. Assessment of what amounts to a 'serious' breach will vary from case to case – it is the factual matrix, not the description, which is relevant." (paragraph 9)

29. In regard to that "factual matrix", Sheriff Ross reviews with approval the reasoning of the Tribunal at first instance in that case (at paragraph 10). Generalised for my purposes, the Tribunal made consideration of:
    a. the purpose of the 2011 Regulations;
    b. the fact that the tenant had been deprived of the protection of the 2011 Regulations;
    c. whether the landlord admitted the failure and the landlord's awareness of the requirements of the Regulations;
    d. the reasons given for the failure to comply with the 2011 Regulations;
    e. whether or not those reasons effected the landlord's personal responsibility and ability to ensure compliance;
    f. whether the failure was intentional or not; and
    g. whether the breach was serious.

    Applying that reasoning, the Tribunal held – and the Upper Tribunal upheld – an award of two times the deposit. In analysing the "factual matrix" in that case, Sheriff Ross noted:

    > *In assessing the level of a penalty charge, the question is one of culpability, and the level of penalty requires to reflect the level of culpability. Examining the FtT's discussion of the facts, the first two features (purpose of Regulations; deprivation of protection) are present in*

every such case. The question is one of degree, and these two points cannot help on that question. The admission of failure tends to lessen fault: a denial would increase culpability. The diagnosis of cancer [of the letting agent in *Rollett*] *also tends to lessen culpability, as it affects intention. The finding that the breach was not intentional is therefore rational on the facts, and tends to lessen culpability.*

Cases at the most serious end of the scale might involve: repeated breaches against a number of tenants; fraudulent intention; deliberate or reckless failure to observe responsibilities; denial of fault; very high financial sums involved; actual losses caused to the tenant, or other hypotheticals. None of these aggravating factors is present. (paragraphs 13 and 14)

30. The Upper Tribunal considered a case where the Tribunal regarded a low level of culpability in *Wood v Johnston, [2019] UT 39*. The Tribunal at first instance had awarded £50 (though it is not possible from the UT's opinion to determine what this was as a multiplier of the original deposit). Sheriff Bickett noted that parties to the appeal were agreed that "the award is a penalty for breach of Regulations, not compensation for a damage inflicted" (paragraph 6) and, like Sheriff Ross in *Rollett*, analysed the nature of the breach, though in briefer terms. In *Wood*, it was noted that the Tribunal at first instance had made the award in consideration that "the respondent owned the property rented, and had no other property, and was an amateur landlord, unaware of the Regulations. The deposit had been repaid in full on the date of the end of the tenancy." Sheriff Bickett refused permission to appeal and thus left the Tribunal's decision standing.

31. Applying Sheriff Ross's reasoning to the current case, the purposes of the 2011 Regulations are to ensure that a tenant's deposit is insulated from the risk of insolvency of the landlord or letting agent, and to provide a clear adjudication process for disputes at the end. In the case before me, these issues all remained with the Applicant requiring to chase for repayment and receiving no response until after raising Tribunal proceedings. There was a clear and egregious failure to lodge the funds, plus the failure to provide the prescribed information.

32. As far as I have interpreted the publicly available information and the submissions, the Respondent (either direct or though his company) has been involved in residential letting for some years with a small portfolio of properties. He does not appear to be an "amateur". There were flagrant failures of management in this case: providing an inappropriate Tenancy document, the failure to attend to lodging of funds and provision of information, and failure to return funds. To consider the aggravating factors that Sheriff Ross lists, there was a reckless failure (if not a deliberate failure) to observe responsibilities and there was – until the belated recent payment - an actual loss to the tenant. I cannot rule out any fraudulent intention but the stronger implication is financial distress. Insulating a tenant from the landlord's financial problems is a main purpose of the Regulations. Overall, there is the significant gravity to the breach (but for the recent payment) and the most significant culpability. There are no

mitigating factors obvious except the recent payment. This leads me to hold that this is a serious breach at near the highest level. I am awarding £3,025 under regulation 10 of the 2011 Regulations, being 2.75 times the deposit and hold this as an appropriate award in consideration of the law and all the facts.

33. I shall apply interest on the sum under Rule 41A at 8% per annum from the date of Decision as an appropriate rate.

Decision

34. I am satisfied to grant an order against the Respondent for payment of the sum of £3,025 to the Applicant with interest at 8% per annum running from today's date.

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.

Joel Conn

13 January 2026

Legal Member/Chair **Date**