



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 121 of the Housing (Scotland) Act 2006 section 121 and Regulation 9 the Tenancy Deposit Schemes (Scotland) Regulations 2011**

**Chamber Ref: FTS/HPC/PR/25/3611**

**Re: Property at 0/2 287 Wilton Street, Glasgow, G20 6DD (“the Property”)**

**Parties:**

**Miss May Armstrong, 1/1, 11 Percy Street, Glasgow, G51 1NY (“the Applicant”)**

**Mr Jagdish Singh Bassi, 12 Merlinford Crescent, Renfrew, PA4 8XW (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Landlord is in breach of his obligations in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“Regulation 3”). The Respondent shall make payment to the Applicant in the sum of £1600.00 (ONE THOUSAND AND SIX HUNDRED POUNDS) which is a one times the deposit penalty.**

**Background**

1. The Tribunal received an application from the Applicant in terms of Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Rules 2017 which was dated on 22<sup>nd</sup> August 2025. The Application stated that a deposit of £1600 had been paid but not lodged in an approved scheme within 30 days of the tenancy commencing.
2. On 8<sup>th</sup> January 2026, all parties were written to with the date for the Case Management Discussion (“CMD”) of 23<sup>rd</sup> February 2026 at 2pm by

teleconferencing. The letter also requested all written representations be submitted by 29<sup>th</sup> January 2026.

3. On 9<sup>th</sup> January 2026 sheriff officers served the letter with notice of the CMD date and documentation upon the Respondent by leaving it in the hands of the Respondent's wife. This was evidenced by Certificate of Intimation dated 9<sup>th</sup> January 2026.
4. On 16<sup>th</sup> January 2026, the Respondent's solicitor emailed the Housing and Property Chamber with a submission. This submission admitted the breach but noted that it was done in error. It was also noted that there had been no loss to the Applicant and that the Respondent has now ensured that he is following the correct legal procedure. Further points were raised in the submission.

### The Case Management Discussion

5. A CMD was held on 23<sup>rd</sup> February 2026 at 2pm by teleconferencing. The Applicant was present and represented herself. The Respondent was not present but was represented by Mr Michael Foster, Solicitor, Liu's Legal Solutions.
6. The Applicant said that she had handed over a deposit on 6<sup>th</sup> June 2026 to the Respondent. She and her flatmates moved into the Property on 8<sup>th</sup> June 2022. It did not start in July 2022 as stated in the tenancy agreement. Mr Foster believed that the tenancy started on 9<sup>th</sup> June 2022.
7. The Applicant said that after a year of being in the tenancy she and her flatmates were asked to sign a new lease which was at a higher rent. She believes that the Respondent did not appreciate that a PRT requires a rent increase notice to be given with a three month notice period as opposed to issuing a new tenancy each year under the old Short Assured Tenancies. The Respondent told the Applicant that the deposit would be carried over although the deposit was detailed in the lease as £1700, no further monies were given for the deposit.
8. The Applicant said that she and flatmates were asked to sign a third lease the following year. The Applicant had taken advice about her rights at that stage. She was aware that this was not the correct process to increase the rent. She also asked for a copy of the deposit protection scheme certificate. She did receive this thereafter. This was dated as the deposit being lodged on 1<sup>st</sup> July 2024. The Applicant said that she should be awarded a three times penalty.
9. The Applicant said that the other tenants were aware of the case but that she had little time to include them so that the application was lodged on time. She would divide the monies from the penalty between them. Mr Foster accepted that the Applicant was effectively acting on behalf of all the tenants.
10. Mr Foster referred to his submission. He said that the Respondent admitted the breach. He had not been aware of the law but once he became aware of the requirement he put the deposit into a deposit scheme. He had done this with all

the deposits that he had received since then. He did not consider that the Applicant had suffered distress or financial loss. Her deposit was returned to her in full at the end of the tenancy. The Applicant disputed that she did not suffer distress as she was concerned about where her deposit was during the time that she became aware of requirement to put into a deposit scheme. The Tribunal said that it was focused only with the breach as opposed to whether distress was caused or not.

11. Mr Foster said that he was not persuaded that this application was applicable as that tenancy had ended in 2023 which meant the application was submitted three months after the end of the tenancy. The Tribunal refused this point. Even it was the second lease that was taken into consideration the deposit was carried forward but still not put into deposit scheme a year after that lease had started. Given that the new lease was to increase the rent in the wrong manner it may be that the second lease was not valid. However, in terms of this application that point was not relevant. It was that there was a lease that ended on or around 8<sup>th</sup> July 2025 which did not have the deposit put into an approved deposit scheme within 30 days from the start of the lease. Mr Foster accepted this point.

#### Findings and reason for decision

12. A Private Rented Tenancy Agreement commenced on or around 8<sup>th</sup> June 2022. The tenancy ended on or around 8<sup>th</sup> July 2025
13. A deposit of £1600 was paid on 6<sup>th</sup> June 2022.
14. The deposit was not lodged within an approved deposit scheme within 30 days from the start of the tenancy.
15. The deposit was lodged with My Deposit Scotland on 1<sup>st</sup> July 2024 which is outwith 30 days from the start of the tenancy. This is a breach of the regulations. The Respondent has admitted the breach.
16. The Respondent has now sought advice on this point and is now lodging all deposits within a 30 day period from the start of the tenancy.
17. The Applicant received her deposit in full at the end of the tenancy through the deposit scheme. The Return of the deposit was not disputed by the Respondent.

#### Decision

18. The Respondent has a duty under Regulation 3 to place the deposit in an approved scheme within the specified time but failed to do so. The Respondent did engage, through his solicitor, with the Tribunal process to explain why the deposit was late and what steps had been taken to prevent such a situation happening again. The Tribunal decided that a fair, just and proportionate

sanction would be to order the Respondent to pay the Applicant one times the amount of the deposit (£1600.00).

### **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.**

# G. Miller

23<sup>rd</sup> February 2026

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Legal Member/Chair

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Date