



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulations 9 and 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”)

Chamber Ref: FTS/HPC/PR/25/3105

Re: Property at 1/1, 1182 Argyle Street, Glasgow, G3 8TE (“the Property”)

Parties:

Miss Shalima Mohammed, 30/1475B, CK Manzil, Ambalakothe, Kozhikode, Kerala, India (“the Applicant”)

Mr Sajid Majeed, Mr Ashraf Sajid, 201 Main Street, Glasgow, G40 1QH (“the Respondents”)

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) refused the application, having determined that the Respondents had not received a tenancy deposit from the Applicant. There was accordingly no duty on the Respondents under Regulation 3 of the 2011 Regulations.

Background

1. An application was received from the Applicant on 18 July 2025 seeking a payment order against the Respondents under Rule 103 of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The Applicant sought an order for payment in respect of the alleged failure to lodge her tenancy deposit with an approved tenancy deposit scheme within 30 working days of the beginning of their tenancy, as required by Regulation 3 of the 2011 Regulations.
2. Attached to the application form were:

- (i) Copy private residential tenancy agreement between the Applicant and three other named tenants and the Respondents, which commenced on 1 February 2025.
 - (ii) Bank remittance advice showing payment of the sum of £350 by the Applicant to Mr Naman Kaushik, one of her fellow tenants, on 9 January 2025.
 - (iii) Confirmation emails from all three approved tenancy deposit schemes confirming that they did not hold the Applicant's deposit
3. Further to a request from the Tribunal administration, further information was received from the Applicant on 28 July 2025. The application was accepted on 29 July 2025.
4. It became apparent before the first case management discussion (CMD) that the present application was related to another application made under rule 103 of the 2017 rules, which was already before the Tribunal. This application (reference number: PR/25/3018) was made by the Applicant's former co-tenant, Miss Akshila Lakshmi. This application involved the same tenancy and property. The first Respondent in the present case, Mr Majeed, was also the sole Respondent in the related application.
5. The related application had already been considered at a CMD on 2 December 2024. The CMD was adjourned to 21 January 2026, to allow the two applications to be conjoined and heard together.
6. Written representations had been received from Mr Majeed on 21 November 2025 in relation to the related application. The Tribunal in that application had also issued a direction to Mr Majeed requiring him to provide further information. A response to the direction was received from him on 4 January 2026. These submissions were also directly relevant to the present application and are referred to in this decision.

The first case management discussion

7. A CMD was held by remote teleconference call on 21 January 2026 to consider both conjoined applications. Only Mr Majeed was in attendance. Miss Lakshmi had emailed the Tribunal shortly before the CMD was due to commence, advising that there was an emergency and that she would be unable to attend. Given the circumstances, the Tribunal decided to adjourn the CMD to allow all parties to attend.

The second case management discussion

8. A continued CMD was held by teleconference call on 31 March 2026 to consider both conjoined applications. Miss Lakshmi was in attendance and

represented herself. She advised the Tribunal that the Applicant in this case, Miss Mohammed, was unable to join the conference call from India. Miss Lakshmi would therefore also be representing the Applicant. Mr Majeed was present on the teleconference call and represented the Respondents.

9. The Tribunal noted that there appeared to be a dispute between the parties over whether a tenancy deposit had been received by the Respondents from the Applicant. The duty to pay a tenancy deposit into an approved scheme under the 2011 Regulations arises where a landlord has received a tenancy deposit in connection with a relevant tenancy. It was therefore necessary to determine whether the Respondents had received a tenancy deposit from the Applicant before considering whether there had been a breach of the duties under the Regulations.

Submissions on behalf of the Applicant

10. Miss Lakshmi made submissions on behalf of the Applicant. She said that two rooms within the property had been advertised by one of the existing tenants, Mr Kaushik. Miss Lakshmi and the Applicant had moved into the property in January 2025. Mr Kaushik was their main point of contact initially with regard to the tenancy. The Applicant had paid the sum of £350 to Mr Kaushik on 9 January 2025, which she understood to be a tenancy deposit. He had led her to believe that he would pass the deposit on to the landlord. Miss Lakshmi had asked Mr Kaushik several times from January onwards for a tenancy agreement.
11. In February 2025, Miss Lakshmi contacted the Respondents' then letting agent, GCFP Property Solutions Ltd, asking for a copy of the tenancy agreement. She then became aware that the letting agent did not know that she and the Applicant had moved into the property. The letting agent sent them a tenancy agreement to sign by email on 5 March 2025, but it was backdated to commence on 1 February 2025.
12. The tenancy agreement was signed by all four tenants (being the Applicant, Miss Lakshmi, Mr Kaushik and a fourth tenant, Ms Pratiksha Kaleshwarwar) and by the Respondents. It stated that a tenancy deposit of £1250 was to be paid and would be lodged with an approved tenancy deposit scheme, namely Safe Deposits Scotland (SDS). In the same email, the letting agent informed them that it would no longer be managing the property from 1 April 2025, after which Mr Majeed took over.
13. In early April, the Respondent had attempted to increase the rent without giving 3 months' notice, despite this being required by the tenancy agreement. The Applicant and Miss Lakshmi decided to move out by 31 May 2025.

14. Even after they had moved out, they were given no information about their deposit being protected, and all three approved tenancy deposit schemes had confirmed that they did not hold their deposits. The letting agent had also confirmed that Mr Kaushik had not passed the deposit to them.
15. Miss Lakshmi referred to several WhatsApp conversations with Mr Majeed which she had submitted to the Tribunal. During the CMD, she submitted several further WhatsApp messages between herself and Mr Majeed dated between 31 May and 19 August 2025. Mr Majeed confirmed that he did not object to these being submitted late. Miss Lakshmi said that all of these messages showed that the Respondent was aware that she and the Applicant had paid a deposit and that he had confirmed that the deposit was held with SDS.

The Respondents' submissions

16. Mr Majeed said that a tenancy of the property had initially been granted to Mr Kaushik and two other tenants. He had produced a copy of their tenancy agreement which commenced on 7 March 2024. The tenancy agreement stated that a deposit of £1250 was to be paid by the tenants and would be lodged with SDS. A deposit of £1250 had been paid by Mr Kaushik, whom Mr Majeed understood to be the 'lead tenant' under that tenancy agreement. It followed from this that it was Mr Kaushik who was entitled to claim the deposit back at the end of the tenancy. Mr Majeed said that the Respondents had complied with the statutory requirement to protect the tenancy deposit. He had provided written confirmation from SDS that the deposit had been lodged with them on 8 March 2024.
17. The other two initial tenants had subsequently left. The Respondents were aware that Miss Kaleshwarwar had moved into the property around September 2024. Mr Kaushik had then arranged for the Applicant and Miss Lakshmi to move into property. He had done so without the prior knowledge, involvement or consent of either the Respondents or the letting agent. The Applicant and Miss Lakshmi were already living at the property before either Mr Majeed or the letting agent became aware of this.
18. On being informed of this, the letting agent decided that as they had already moved in, the Applicant and Miss Lakshmi should be added to the tenancy agreement. Mr Majeed said that he had never asked for, nor received, a tenancy deposit from either the Applicant or Miss Lakshmi. He had not asked Mr Kaushik to take this money from them, and was unaware that he had done so until much later. There had been no discussion with the Applicant regarding a deposit involving either himself or the letting agent. He had never received the £350 paid by the Applicant to Mr Kaushik.

19. He agreed that he had later become aware that the Applicant and Miss Lakshmi had transferred £350 each directly to Mr Kaushik. He assumed this was intended to be a private reimbursement of their perceived 'share' of the deposit, which Mr Kaushik had already paid before they moved in. He had only become aware that the Applicant had paid a "deposit" to Mr Kaushik when the Applicant and Miss Lakshmi were moving out of the property. This could be seen from the dates of the WhatsApp messages produced by Miss Lakshmi.
20. There had been only three tenants under the previous tenancy agreement, and the rent had been £1250 per month. There were four tenants under the February 2025 tenancy agreement, and the rent was therefore increased to £1800 per month. The tenancy deposit referred to in the agreement remained at £1250, however. This was to reflect the fact that Mr Kaushik had previously paid this amount and was still resident in the property. It also demonstrated that no additional tenancy deposit had been received from the Applicant or Miss Lakshmi.
21. He suggested that the Applicant and Miss Lakshmi should have told the letting agent that they had paid a deposit. He said that if he had been made aware that the Applicant intended to advance a 'deposit', he would have arranged for this to be lodged with SDS and to be reflected in the tenancy agreement. There was no duty on landlords under the 2011 Regulations to protect 'shares' of a deposit or funds that are privately transferred between tenants without the landlord's knowledge or involvement.
22. He had, however, attempted to help to address the misunderstanding between the tenants. He had asked Mr Kaushik if he had made arrangements to return the Applicant's and Miss Lakshmi's 'shares' to them. Mr Kaushik had advised that he would, but he had never heard from Mr Kaushik about whether he had done so.
23. Mr Majeed had made a claim via the SDS adjudication scheme to have some of the deposit paid to him by Mr Kaushik in respect of various damaged items. He had produced a copy of the adjudication decision showing that he had been awarded £390 in respect of these.

Further submissions on behalf of the Applicant

24. Miss Lakshmi pointed out that the tenancy agreement dated 1 February 2025 named all four tenants, who had all signed it, as had the Respondents. The agreement stated that a deposit of £1250 would be paid by the tenants to the Respondents, and would be lodged with SDS. The Applicant had therefore assumed that her deposit was protected as part of this sum. Anyone reading the agreement would have assumed that the deposit referred to in the

agreement had been paid by the tenants named in it. No-one had told them that the deposit mentioned had been transferred over from the previous tenancy agreement. Neither Miss Lakshmi nor the Applicant had received their money back from Mr Kaushik, who had moved out around a month before they did.

Findings in fact

25. The Tribunal made the following findings in fact:

- The owner and registered landlord of the property is Mr Ashraf Sajid.
- The Applicant paid a sum of £350 to Naman Kaushik, one of her fellow tenants, on 9 January 2025. She believed this to be a tenancy deposit.
- The Applicant moved into the property in January 2025.
- The Applicant and three other tenants entered into a private residential tenancy agreement with the Respondents (who were both named as the landlords), which commenced on 1 February 2025.
- The tenancy agreement stated that a tenancy deposit of £1250 was to be paid by the tenants to the Respondents and would be lodged in an approved tenancy deposit scheme within the timescales laid out in the 2011 Regulations.
- The Respondents had previously entered into a tenancy agreement dated 7 March 2024 relating to the property with Mr Kaushik and two other tenants.
- Mr Kaushik paid a tenancy deposit of £1250 to the Respondents at the start of that tenancy.
- This tenancy deposit was held by Safe Deposits Scotland until Mr Kaushik's tenancy ended in April 2025.
- The Respondents did not either request or receive a tenancy deposit from the Applicant.
- The Applicant vacated the property on or around 31 May 2025.

Reasons for decision

26. The Tribunal considered that, having regard to all of the evidence before it, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties.

27. The application had been brought by the Applicant and it was for her to prove her case. The available evidence does not support a conclusion that the Respondents received a deposit from either the Applicant or Miss Lakshmi. It is clear that the £350 was paid to Mr Kaushik and not to the Respondents.

28. The Tribunal has some sympathy with the Applicant. She had paid the £350 to Mr Kaushik in good faith. She had understood from Mr Kaushik that he would transfer the “deposit” to the landlords. She was unaware at the start of the tenancy that neither the landlord nor the letting agent were aware that she had moved into the property. The tenancy agreement referred to a tenancy deposit of £1250. Being unaware of the arrangement under the previous tenancy agreement, she had understandably assumed that this sum included the £350 she had paid.
29. The Tribunal accepted Mr Majeed’s evidence that the Respondents had not asked for or received a tenancy deposit from the Applicant, but that this appeared to have been a private arrangement instigated by Mr Kaushik. It is clear, however, that their decision to enter into a new tenancy agreement while leaving the original tenancy deposit arrangement under the March 2024 tenancy in place, without making this clear to the tenants, led to confusion on the part of the Applicant. The Respondents might have considered whether to release the original deposit and lodge a new one in the names of all four tenants, to avoid confusion and provide protection for all of those tenants.
30. While the Respondents may not have taken, or intended to take, a deposit from the Applicant or Miss Lakshmi, it is understandable that they thought that they had done so. Mr Majeed had suggested that the Applicant and Miss Lakshmi should have told the letting agent that she had paid a deposit to Mr Kaushik. There is however no reason why they should have done so, given that they thought they had paid a deposit to the Respondents.
31. It is unfortunate that the money paid by the Applicant and Miss Lakshmi has not been returned to them by Mr Kaushik. The duties under regulation 3 of the 2011 Regulations only arise when a tenancy deposit has been received by the landlord, however. There is no obligation on a landlord to take a deposit from a tenant, but they have a duty to ensure that where they do, that deposit is protected.
32. Having taken into account all of the evidence before it, the Tribunal therefore determines that on the balance of probabilities, the Respondents had not received a tenancy deposit from the Applicant in connection with a relevant tenancy under the 2011 regulations. The Respondents were not therefore under a duty to pay the Applicant’s tenancy deposit into an approved scheme in terms of regulation 3 of the 2011 regulations. The Tribunal accordingly refuses the application.

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.

Sarah O'Neill

1 April 2026

Legal Member/Chair

Date