



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011
Chamber Ref: FTS/HPC/PR/25/5153**

Re: Property at 233 West Princes Street, Glasgow, G4 9EE (“the Property”)

Parties:

Mr Calum Paterson, Mr Rory Clark, Mr Toby Francis, 1/1 163 Byres Road, Glasgow, G12 8TS (“the Applicants”)

Mr Sajid Razzaq, 152a High Street, Irvine, KA12 8AN (“the Respondent”)

Tribunal Members:

Robert MacDonald (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent failed to comply with his duty as a Landlord in terms of Regulations 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”) as amended by The Housing (Scotland) Act 2014 (Consequential Provisions) Order 2017 by failing to pay the Applicants’ Tenancy Deposit to the scheme administrator of an Approved Tenancy Deposit Scheme grants an Order against the Respondent for payment to the Applicants of the sum of TWO THOUSAND SEVEN HUNDRED POUNDS (£2700) Sterling.

1. The Applicants submitted an application to the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) on 1 December 2025 under rule 103 seeking an order for payment

against the Respondent in terms of the Tenancy Deposit Schemes (Scotland) Regulations 2011.

2. The application was accepted by the Tribunal on the 9 December 2025. A Case Management Discussion (“CMD”) was assigned to take place by teleconference on the 15 June 2026.
3. The Respondent lodged a submission with the Tribunal on the 28th of May 2026 setting out his position.
4. At the CMD on the 15 June 2026 the First and Second Applicants Callum Paterson and Rory Clarke together with the respondent Sajid Razzaq and his wife Shazam Razzaq were present. The Third Applicant was unable to attend. Mr Clarke spoke on behalf of the Applicants and Mrs Razak spoke on behalf of the Respondent, who also added further information.
5. At the CMD the Tribunal had before it documentation including
 - a) a copy of the Application made by the Applicants;
 - b) evidence of payment of the deposit of £2700 to the Respondent;
 - c) a copy of the Student Tenant Application form completed by the Applicants prior to the tenancy agreement being entered into;
 - d) the Respondents submission;
 - e) A screenshot from Safe Deposits Scotland (“SDS”) who are an approved deposit scheme provider, corroborating the Respondents’ position that he had difficulty in logging in to SDS’ website on 13 August 2025;
 - f) a copy of the tenancy agreement;
 - g) confirmation from SDS of a repayment request in respect of the total tenancy deposit of £2700;
6. The Tribunal established from the parties that certain facts were agreed, namely that a total of £2700 have been paid as a deposit; that the deposit had been placed with SDS on the 17th of September 2025; that the deposit ought to have been placed with an approved deposit scheme provider by the 14th of August 2025; that the tenancy ended on the 23rd of November 2025; that the Applicants received their deposit back in full on the same day and that the Applicants had been unaware that their deposit had been unprotected for part of the tenancy until it was repaid to them.
7. Mr Clarke advised the Tribunal that he had lodged a late submission on Friday which was not before the tribunal, and which had not been

copied over to the Respondent. The Tribunal established from him that the submission related to reasons why the tenancy had ended in November 2025 which were unrelated to the tenancy deposit and were not considered by the Tribunal as relevant to the decision the Tribunal required to make in respect of this application. Mr Clarke accepted that the deposit had been repaid in full at the end of the tenancy. He did not take issue with the Respondents submission as to the circumstances surrounding the failure to place the deposit with an approved deposit scheme provider.

8. The Respondent advised the tribunal that he rented out 13 properties. He had rented out properties over a 30-year period. He had not had a problem with tenancy deposits in the past. His position was that the failure to timeously place the tenancy deposit with an approved deposit scheme provider was an oversight, partly occasioned by the fact that he said the SDS website showed that there was still a tenancy deposit in place in respect of this property. By his account this occurred as the previous tenant had not applied for their deposit to be returned. He had found the SDS website difficult to navigate. He had attempted to log on the 13th of August unsuccessfully. He had then taken no further action until the 17th of September when the deposit was eventually placed with SDS. He submitted in mitigation that he had been busy and had had caring duties in respect of his father. The Applicants had not sustained a loss. He had put a new system in place to avoid this issue arising again.
9. The Tribunal was satisfied that there was sufficient information before it to make a decision in this case at a CMD.
10. The 2011 Regulations were designed to provide protection to tenants against a landlord retaining control over the return of a deposit at the end of a tenancy. They provide a mechanism for resolving a dispute between landlord and tenant regarding return of the deposit.
11. It was a matter of agreement between the parties that the deposit had not been properly protected during the tenancy. The Tribunal required to make a decision about the level of award, which is fair, proportionate and just in all the circumstances taking into account both aggravating and mitigating circumstances, having regard to the

purpose of the 2011 Regulations and the seriousness of the breach by the landlords. It should be noted that there is an absolute obligation on a landlord such as the Respondent to pay a tenancy deposit into an approved scheme. The Respondent was an experienced landlord and was aware of his obligations in terms of the Regulations. While ultimately there was no loss, he had allowed the Applicants deposit to be unprotected and accordingly at risk for a period of 5 weeks after the point by which the deposit should have been placed with an approved deposit scheme provider.

12. In assessing the amount to be awarded Regulation 10 provides that an order can be made that the landlord pay the tenant an amount not exceeding three times the amount of the tenancy deposit. The Tribunal requires to exercise its discretion having regard to the circumstances surrounding the breach.
13. The Tribunal noted that the Respondent had admitted his failure to comply with the 2011 Regulations. The Tribunal accepted in this case that the Respondent's failure to comply with his duties under regulation 3(1) of the 2011 Regulations had not resulted in the purpose behind the Regulations being defeated. The deposit had ultimately been put on with SDS and was repaid to the Applicants in full at the end of the tenancy.
14. The Tribunal decided that a fair, reasonable and proportionate sum that the Respondent should be ordered to pay to the Applicants would be £2700, the amount of the deposit.

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.



Robert MacDonald

15 June 2026

Legal Member/Chair

Date