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

Chamber Ref: FTS/HPC/PR/25/1021

Re: Property at Flat 2/1, 14 Darnley Road, Glasgow, G41 4NB ("the Property")

Parties:

Mr Felix Sandoe, Flat 2/1, 49 Hamilton Drive, Glasgow, G12 8DW ("the Applicant")

Mr Sam Amdjadi, Sough Properties LTD, 43 Carlaverock Road, Glasgow, G43 2QL ("the Respondent")

Tribunal Members:

James Bauld (Legal Member) and Helen Barclay (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Respondent should be ordered to make payment to the Applicants of the sum of ONE THOUSAND FIVE HUNDRED POUNDS (£1,500)

Background

1. By application dated 6 March 2025 the applicant sought an order in terms of Regulation 9 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 ("the 2011 Regulations") in respect of an alleged failure by the respondent to comply with those regulations.

2. The application was accepted by the Tribunal on 18 March 2025 and referred for determination by the tribunal.

3. A Case Management Discussion (CMD) took place on 12 January 2026. The applicant and the respondent both attended personally. The tribunal issued a detailed Note subsequent to the CMD setting out the parties' written submissions and matters raised at the CMD. The Tribunal remitted the matter to a hearing. The CMD Note should be read in conjunction with this decision.

The hearing

4. The hearing took place on 19 June 2026 at 10.00 a.m. by Webex videoconference. Both Mr Sandoe, the applicant and Mr Amdjadi, the first named respondent were in attendance. It is understood that Sough Properties Limited is a company used by Mr Amdjadi as a management agent for the tenancies in which he is the landlord. The tribunal explained the purpose of the hearing and the powers available to the tribunal to determine matters. The tribunal asked various questions of the parties with regard to the application.

5. It was a matter of agreement between the parties that the applicant had been a tenant along with two others in a tenancy at the property in which the respondent was the landlord. It was agreed at the tenancy had started on 18 September 2024 and it had ended on 28 December 2024. It was agreed that a deposit totalling £2650 had been taken from the three joint tenants and that the deposit had never been lodged in an approved tenancy deposit scheme. The applicant's share of the deposit was £850, and it had been returned to him after the conclusion of the tenancy.

6. The tribunal explained to the parties the maximum award which could be made in terms of the 2011 Regulations and the requirement that an award must be made if there has been a breach of the regulations.

Discussions at the hearing

7. The respondent indicated that he is a landlord who owns a number of flats. His entire income is currently derived from acting as a landlord. He accepted

that on this occasion he had failed to lodge the tenancy deposit but indicated that this was the first and only time that he had breached the regulations

8. The respondent stated that at the time of the creation of this tenancy there were a number of circumstances relating to his personal life which were causing him significant stress and anxiety and that he simply forgot to lodge the deposit. He had created an account with Safe Deposits Scotland (one of the approved deposit scheme providers) and had intimated that to the three joint tenants, but he simply never got round to lodging the actual deposit

9. He stated that income from his rental properties is held in a separate bank account from his personal account

10. The respondent also stated that shortly after the start of the tenancy he was involved in significant repairs issues within the property relating to the plumbing

11. He also indicated that the deposit was repaid after the conclusion of the tenancy to each of the joint tenants and that he had gained nothing from his failure to lodge of deposit. He accepted that he now had a liability to an award being made against him in terms of the regulations

12. The respondent's position was that the applicant had indicated within the first week after the start of the tenancy that he wished to leave the property and to move back to the West End. Eventually, formal notice was given in November 2024 by the three joint tenants to terminate the tenancy, and a fresh tenancy was started immediately upon the conclusion with one of the three joint tenants remaining and two new tenants moving into the property.

13. The applicant acknowledged the personal issues mentioned by the respondent, but it was his position that none of these mitigated to failure to lodge the deposit

14. The applicant also referred to a letter dated 4 July 2025 which the respondent sent to the applicant and the applicant's father, who was a guarantor in terms of the tenancy agreement. This letter had been sent by the respondent after he had received notification of these tribunal proceedings. In that letter the respondent indicated that he would propose raising other civil proceedings against the applicant if he did not withdraw the tribunal proceedings. The

respondent stated in the letter that the potential claim against the applicant might be for a sum in excess of £10,000. The applicant regarded this letter as an attempt to intimidate him into withdrawing the proceedings. It had also been sent to his father as guarantor and the applicant stated that receipt of this letter had caused anxiety to his father. The applicant position was that the letter contained no apology from the respondent in respect of the failure to lodge the deposit.

15. The applicant's position was that he did not accept that he had indicated within a week of the start of the tenancy that he wanted to leave. It was his position that he brought his desire to leave to the attention of the respondent in November 2024 when his relationship with one of the joint tenants had broken down. The applicant referred to a series of emails between the applicant and the respondent which were dated between 23 November 2024 and 26 November 2024. After that email exchange a formal notice to leave was prepared on behalf of all three joint tenants and sent to the respondent

16. The tribunal noted that the property was a three-bedroom property. Two of the bedrooms have ensuite bathrooms and the other bedroom has almost exclusive use of the main bathroom within the property.

17. The respondent stated that Issues had arisen early in the tenancy with the plumbing within the main bathroom which was apparently used by the applicant. The respondent claimed that the plumber instructed to attend to deal with this matter had indicated that the problem was being caused by vegetable oil being deposited into the kitchen sink. It was noted that contained within the papers was a series of emails between the applicant and the respondent and the respondent indicated that the plumbing issue was long-standing and had existed during his own occupation of the property prior to the tenancy starting. The respondent had indicated that he occupied this property as his family home for approximately four years before the tennis started.

18. In his written submissions the respondent had indicated that when visiting the property in response to the repairs issue related to the plumbing, he had become concerned that the three joint tenants were occupying the property in a manner different to that which had been indicated prior to the tenancy. The tenancy had been granted to the three joint tenants on the basis that the applicant and one of the other joint tenants were in a relationship and thus the property would not require to be licensed by the respondent as a house in multiple occupation ("HMO"). The applicant in a written response had indicated that he had occasionally used the other bedroom when returning home at unsociable hours after his work as a junior doctor. He also explained

that during the currency of the tenancy that his relationship with the other joint tenant had ended.

19. The tribunal noted that both parties were content to allow the tribunal to determine the appropriate amount of any award which should be made.

Findings in fact

20. A tenancy agreement relating to the property was entered into with the applicant as one of three joint tenants and the respondent as landlord which commenced on 18 September 2024.

21. A deposit of £2650 was paid by the joint tenants to the respondent on or prior to the tenancy commencing.24 September 2025.

22. The applicant's share of the deposit was £850

23. The deposit was never paid into an approved tenancy deposit scheme.

24. The tenancy ended on 28 December 2024 and the applicant and one of the other joint tenants removed from the property.

Decision

25. This application relates to the failure of the Respondent to place a tenancy deposit within an approved tenancy deposit scheme. Landlords have been required since the introduction of the 2011 Regulations to pay tenancy deposits into an approved scheme within 30 working days of the commencement of the tenancy.

26. In this case it was clear that the Landlord had failed to do so. The deposit was never lodged with an approved tenancy deposit scheme. Accordingly, the respondent was in breach of the duties contained in Regulation 3 of the 2011 Regulations. Those duties are twofold. There is a requirement to pay the

deposit to a scheme administrator and the requirement to provide a Tenant with specified information regarding the tenancy deposit. The Respondent failed in both duties.

27. Regulation 9 of the 2011 Regulations indicates that if a landlord does not comply with any duty in regulation 3 then the Tribunal must order that a Landlord makes payment to the Tenant of an amount "not exceeding three times the amount of the tenancy deposit".

28. In this case the Tribunal is required to make an order for payment. The only matter to be determined by the Tribunal is the amount of the payment.

29. The Tribunal carefully considered the evidence which had been produced by both parties.

30. The Regulations were introduced to safeguard deposits paid by tenants. They were introduced against a background of landlords abusing their position as the holder of deposit moneys. The parliament decided that it should be compulsory to put the deposit outwith the reach of both the landlord and the tenant to ensure that there was a dispute resolution process accessible to both landlord and tenant at the end of a tenancy and which placed them on an equal footing. The Regulations make it clear that the orders to be made by Tribunals for failure to comply with the Regulations are a sanction or a penalty.

31. In this case, the Respondent is in clear breach of the 2011 Regulations.

32. The tribunal notes that in an Upper Tribunal decision, (***Ahmed v Russel*** UTS/AP/22/0021 2023UT07) Sheriff Cruickshank indicates (at Para 38) that "***previous cases have referenced various mitigating or aggravating factors which may be considered relevant. It would be impossible to ascribe an exhaustive list. Cases are fact specific and must be determined on such relevant factors as may be present***". The amount awarded should represent "***a fair and proportionate sanction when all relevant factors have been appropriately balanced***".

33. The sanction to be imposed is intended to mark the gravity of the breach which has occurred. It should reflect the level of overall culpability in each case measured against the nature and extent of the breach of the 2011 Regulations. The tribunal is required to determine a fair and proportionate sanction based on the facts as recorded.

34. Prior to the jurisdiction to determine these applications becoming part of the jurisdiction of the First-tier Tribunal, the applications were determined in the Sheriff Court. There were numerous Sheriff Court decisions which have been reported.

35. In many of these cases, the Sheriff Courts have indicated that the Regulations were introduced to address what was a perceived mischief and that they will be meaningless if not enforced.

36. In a decision by Sheriff Principal Stephen at Edinburgh Sheriff Court in December 2013, the Sheriff Principal indicated that the court was "entitled to impose any penalty including the maximum to promote compliance with Regulations". (***Stuart Russell and Laura Clark v. Samdup Tenzin 2014 Hous.L.R. 17***).

37. In this case, the Respondent is in clear breach of the 2011 Regulations. The respondent attended the CMD and the hearing and has provided evidence and representations setting out what he believes to be mitigation of the failure to lodge the deposit in accordance with the Regulations.

38. The tribunal accepts the evidence from the respondent relating to the issues in his personal life at the time this tenancy was created and during the currency of the tenancy. These issues involved the respondent and one of his children being witnesses in a significant criminal trial. The tribunal accepts that the respondent was also involved in ongoing divorce proceedings at the time. The tribunal accepts that these issues were matters which were at the forefront of the respondent's considerations at the time and would cause a degree of anxiety and worry.

39. The tribunal does not accept that any of the issues relating to the repairs to the property or the termination of the tenancy mitigate in any way the failure of the respondent to lodge the deposit.

40. The tribunal takes the view that the reporting of repairs by tenants is a fairly regular occurrence and something that a landlord requires to deal with in the course of a tenancy. The tribunal expresses no opinion on the liability in respect of any repairs as this is not a matter which this tribunal requires to determine in respect of this application. The tribunal however notes that the respondent in emails to the applicant seemed to concede that the issue which arose was similar to a long-standing issue that he had encountered while living in the property for a period of four years.

41. The termination of the tenancy arose from the ending of the relationship between the respondent and one of the other joint tenants. It is understandable that the applicant would wish to move away from a property which she shared with a person with whom he was no longer in a relationship.

The tribunal notes at the termination of the tenancy that a new tenancy was created and that the respondent lost no rent in respect of any void period between tenancies, nor did he require to incur any additional marketing costs. With regard to the suggestion that the applicant had indicated to the respondent at a very early stage in the tenancy that he wished to leave, the tribunal makes no determination. Again, this is a matter which is of no relevance to the issue to be determined by this tribunal. Even if the applicant had indicated on the day after the tenancy started that he was having second thoughts and wished to leave, the duty to lodge the deposit still remained with the respondent. In any event the applicant was bound by the terms of the tenancy agreement and the relevant law which sets out the appropriate manner in which tenants may give notice to terminate a tenancy.

42. The tribunal notes with concern the terms of the letter of 4 July 2025 sent by the respondent to the applicant and his father. The tribunal notes that the applicant regarded this letter as threatening and intimidatory. The Tribunal accepts that the letter might be construed in such a fashion. If the respondent believes that he has a potential claim against the applicant in respect of issues arising from this tenancy, then he is entitled to pursue that claim through the appropriate channels.

43. The tribunal also notes that the deposit was not immediately returned to the tenants after the conclusion of the tenancy. The tribunal also notes that the respondent sent emails to the applicant indicating that the reason for the delay was linked to the deposit being delayed at Safe Deposits Scotland. Given the deposit was never lodged with Safe Deposits Scotland the tribunal regards that e-mail as at best misleading.

44. The tribunal therefore accepts that there is some mitigation which explains the failure by the landlord to lodge the deposit in this matter but that requires to be balanced with the fact that the regulations allow a landlord a period of 30 working days (or effectively six weeks) to make payment of a deposit into the appropriate scheme. The respondent indicated he had created an account for the lodging of the deposit but could provide no reason why he did not then immediately make arrangements for the transfer of the deposit funds to the approved deposit scheme. While accepting that the respondent was involved in certain personal issues at the time, the tribunal takes the view that the respondent had ample time to lodge the deposit and that his failure to do so within the required prescribed period, and indeed throughout the entirety of the tenancy, is a serious and significant failure. The respondent is effectively a professional landlord. He indicated to the tribunal that he derives his income from the letting of properties. He has sufficient knowledge of the legal provisions relating to tenancies that he drafted and presented to the tenants a tenancy agreement specifically excluding the property from the relevant HMO licencing regulations.

45. Accordingly, while it is accepted that there is some mitigation open to the landlord in this matter, the tribunal takes a view that his failure is serious and significant. He was well aware of the requirements of the 2011 Regulations. He should have appropriate systems and procedures in place to ensure compliance. He has provided no substantive evidence to explain this failure.

46. The tribunal considered whether the award should be made at the maximum level available to the tribunal which based on the applicant's share of deposit being £850 would have been £2550. The tribunal accepted that some mitigation had been offered to the tribunal by the landlord but that did not excuse the failure. The deposit was never protected at any stage as required by the 2011 Regulations.

47. Having considered the submissions from the applicants and taking into account the guidance from Upper Tribunal and sheriff court cases, the tribunal has decided that the appropriate award should be an amount of £1,500 reflecting the serious failure by the landlord in this case. This case involves a significant breach of the relevant regulations by a landlord.

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.

J Bauld	**10 June 2026**
Legal Member/Chair	**Date**