

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 Rule 103 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the Procedure Regulations”) and The Tenancy Deposit Schemes (Scotland) Regulations 2011 (“the 2011 Regulations”)

Chamber Ref: FTS/HPC/PR/26/1157

Re: Property at 3/2 142 KELVINHAUGH ST, GLASGOW, G3 8PP (“the Property”)

Parties:

Mr FAYIS ONTHAM PARAMBATH, Mr AROMAL SASIDHARAN, 147 ORR STREET, BRIDGETON, GLASGOW, G40 2BJ (“the Applicant”)

Mr MUHAMMAD SHAHID, UNKNOWN, UNKNOWN (“the Respondent”)

Tribunal Members:

Nicola Weir (Legal Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent in the sum of £1,300 should be made in favour of the Applicant.

Background

1. By application received on 12 March 2026, the Applicant applied to the Tribunal for an order for payment against the Respondent in respect of failure to carry out his duties as landlord in relation to a tenancy deposit. The failure alleged was a failure to lodge the deposit within an approved scheme within the required time limit (30 working days) in terms of the 2011 Regulations. Supporting documentation was lodged in respect of the application, including information regarding the tenancy, proof of payment of the deposit of £1,300 by the Applicant, correspondence between the parties and confirmation from the three tenancy deposit schemes that the deposit had not been lodged with them. There was no written tenancy agreement produced. The tenancy had commenced around 17 September 2025, when the tenancy deposit was paid

and ended around 15 February 2026, when the Applicant had moved out. The rent was £1,300 per month. An application for payment of the tenancy deposit back to the Applicant was also lodged and was conjoined with this application.

2. Following initial procedures, on 27 March 2026, a Legal Member of the Tribunal with delegated powers from the Chamber President issued a Notice of Acceptance of Application in terms of Rule 9 of the Regulations.
3. The Tribunal Administration sought to notify the Respondent of the application and details of the Case Management Discussion (“CMD”) fixed for 14 July 2026 by Sheriff Officer service at the address provided in the application, 57 Commerce Street, Glasgow, G5 8AD, which accorded with the contact address details contained in the Respondent’s Landlord Registration. However, this was unsuccessful as the Sheriff Officers could find no trace of the Respondent at that address. Service on the Respondent thereafter proceeded by way of Advertisement on the Tribunal website, as his present address was unknown. The application was advertised on the Tribunal website for the requisite minimum period, from 16 June 2026 to 14 July 2026 (the date of the CMD).
4. No written representations were received from the Respondent prior to the CMD.

Case Management Discussion

5. The Case Management Discussion (“CMD”) took place by telephone conference call on 14 July 2026, commencing at 10am. Only the Applicants, Mr Aromal Sasidharan and Mr Fayis Ontham Parambath were in attendance. The Respondent did not attend, although the Tribunal delayed the commencement of the CMD for more than 5 minutes to give him an opportunity to join late, but he did not do so.
6. Following introductions and introductory comments by the Legal Member, there was discussion regarding the application and the order being sought by the Applicant. The Applicant confirmed that they had paid the sum of £1,300 to the Respondent at the outset of the tenancy, together with a month’s rent in advance, also amounting to £1,300. They had some difficulties with the Respondent as they repeatedly requested a written tenancy agreement but he failed to provide one. They also had difficulties with some of the appliances not working and the cost of their electricity. This was the reason they gave notice and decided to move elsewhere, as they were unable to afford such high electricity bills and the Respondent said he would investigate this but never did so. They gave him over a month’s notice that they were moving out. They first communicated this to the Respondent on 8 January 2026, which he acknowledged. They then confirmed the exact date to him on 16 January 2026. They emailed him again on 14 February 2026 to confirm that they were leaving the following day. They asked him to inspect the flat and return their deposit to them but he did not do so. They ended up sending him a video of them having cleaned the flat and returned the keys but the Respondent failed to further communicate with them or return their tenancy deposit. The Applicant is

satisfied that they paid all rent due, left the property in good condition and had paid all utility bills due up until the date they left. They never received any communication from the Respondent to the contrary and have had no contact with him since. He has not paid any of the tenancy deposit back to them. They sought advice from CAB, checked that the deposit had not been lodged in any scheme and then applied to the Tribunal.

7. The Applicant explained that the Respondent's failure to communicate with them or return the tenancy deposit caused them mental distress and a lot of difficulties at the time. They required to leave the property due to the very high electricity bills which they could not afford and which the Respondent failed to do anything about, despite telling them he would inspect. They gave him more than a month's notice and dealt with matters at the end of the tenancy properly, despite the Respondent's failure to cooperate with them regarding arrangements. They asked him several times for return of their deposit and explained the difficulties this was causing them. They ended up having to borrow money to be able to get together a deposit and rent for the property that they were moving to, which caused delay with that. In the circumstances, they feel they should be awarded two to three times the tenancy deposit as compensation.
8. The Legal Member confirmed that, given that there is no opposition from the Respondent and the application appeared to be in order, she would grant a payment order in compensation but would determine the appropriate compensation following the CMD and issue her decision in writing. The Applicants were thanked for their attendance.

Findings in Fact

1. The Respondent was the owner and landlord of the Property.
2. The Applicant was the joint tenant of the Property by virtue of a Private Residential Tenancy which commenced around 17 September 2025.
3. There was no written tenancy agreement provided by the Respondent, despite several requests for this from the Applicant.
4. The tenancy ended around 15 February 2026 when the Applicant vacated the Property.
5. The rent in respect of the tenancy was £1,300 per calendar month, payable in advance.
6. The tenancy deposit was £1,300 and was paid by the Applicant to the Respondent by bank transfer on 17 September 2025.
7. The Respondent failed to lodge the tenancy deposit in any of the three approved tenancy deposit schemes.

8. The Applicant gave over a month's notice to the Respondent that they were vacating, which notice was acknowledged by the Applicant.
9. The Applicant made payment of all rent and utility bills due up until the date they vacated and left the property in good condition..
10. The Applicant sought to engage with the Respondent throughout the tenancy regarding tenancy related issues, arrangements towards the end of the tenancy and repeatedly requested return of the tenancy deposit.
11. The Respondent stopped communicating with the Applicant and failed to return the tenancy deposit to the Applicant.
12. The Respondent did not lodge any written representations in response to the application, nor attend the CMD.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application and supporting documentation and the oral information provided at the CMD by the Applicant.
2. The Tribunal found that the application was in order and that the application had been submitted timeously to the Tribunal in terms of Regulation 9(2) of the 2011 Regulations [as amended to bring these matters within the jurisdiction of the Tribunal], the relevant sections of which are as follows:-

“9.—(1) A tenant who has paid a tenancy deposit may apply to the sheriff for an order under regulation 10 where the landlord did not comply with any duty in regulation 3 in respect of that tenancy deposit.

(2) An application under paragraph (1) must be made by summary application and must be made no later than 3 months after the tenancy has ended.

10. *If satisfied that the landlord did not comply with any duty in regulation 3 the sheriff—*

(a) must order the landlord to pay the tenant an amount not exceeding three times the amount of the tenancy deposit; and

(b) may, as the sheriff considers appropriate in the circumstances of the application, order the landlord to—

(i) pay the tenancy deposit to an approved scheme; or

(ii) provide the tenant with the information required under regulation 42.”

Regulation 3 [duties] referred to above, is as follows:-

“3.—(1) A landlord who has received a tenancy deposit in connection with a relevant tenancy must, within 30 working days of the beginning of the tenancy—

(a) pay the deposit to the scheme administrator of an approved scheme; and

(b) provide the tenant with the information required under regulation 42.

(2) The landlord must ensure that any tenancy deposit paid in connection with a relevant tenancy is held by an approved scheme from the date it is first paid to a tenancy deposit scheme under paragraph (1)(a) until it is repaid in accordance with these Regulations following the end of the tenancy.

(3) A “relevant tenancy” for the purposes of paragraphs (1) and (2) means any tenancy or occupancy arrangement—

(a) in respect of which the landlord is a relevant person; and

(b) by virtue of which a house is occupied by an unconnected person,

unless the use of the house is of a type described in section 83(6) (application for registration) of the 2004 Act.

(4) In this regulation, the expressions “relevant person” and “unconnected person” have the meanings conferred by section 83(8) of the 2004 Act.”

The Tribunal was satisfied from the supporting documentation before it and the oral representations made at the CMD that the Respondent was under the duties outlined in Regulation 3 above and had failed to ensure that the deposit paid by the Applicant was paid into an approved tenancy deposit scheme within 30 working days of the start of the tenancy, contrary to Regulation 3 of the 2011 Regulations. There was no contradictory material before the Tribunal, nor any opposition from the Respondent. The Tribunal was therefore satisfied that the application did not require to be continued to an Evidential Hearing and that, in terms of Regulation 10 above, a sanction must be imposed on the Respondent in respect of this breach of the 2011 Regulations.

3. In determining the appropriate amount of the sanction to be imposed on the Respondent for payment to the Applicant, the Tribunal considered all the background circumstances and the information received from the Applicant in respect of the matter. The Tribunal considered that the amount of the sanction should reflect the gravity of the breach. As the deposit here was £1,300, in terms of Regulation 10(a) above, the maximum possible sanction is £3,900. There is no minimum sanction stipulated in the 2011 Regulations.
4. The Tribunal considered the relatively short length of the tenancy of around 5 months and that the deposit had not been placed in a scheme at any point during the tenancy, despite the matter of the deposit being drawn to his

attention repeatedly towards the end of the tenancy by the Applicant. The Tribunal considered that this; the Respondent's failure to deal with tenancy related matters during the tenancy (such as providing a written tenancy agreement to the Applicant); his failure to deal with arrangements towards the end of the tenancy properly; and his lack of communication in the matter to be aggravating factors. The Respondent's failure to return any of the deposit to the Applicant or to provide any explanation for this were also aggravating factors. The Tribunal was satisfied that this had caused the Applicant financial difficulties in seeking to move to another property, as well as unnecessary distress and anxiety towards the end of the tenancy and thereafter. The Tribunal determined that this was neither a minor breach of the regulations, nor a breach which should attract the maximum sanction. The Tribunal assessed the appropriate amount of the sanction to be paid by the Respondent to the Applicant in this application should amount to £1,950, being one-and-a half times the tenancy deposit of £1,300.

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.

Nicola Weir

Legal Member/Chair

14 July 2026

Date