



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 (“the 2011 Regulations”)

Chamber Ref: FTS/HPC/PR/26/1786

Re: Property at 1/2 592 Pollokshaws Road, Glasgow, G41 2PF (“the Property”)

Parties:

Mr Shantanu Gaur, 2/1 97 Roslea Drive, Glasgow, G31 2RS (“the Applicant”)

Mr Nathan Hogan, 4 Barony Drive, Lenzie, Glasgow, G66 3WE (“the Respondent”)

Tribunal Members:

Alastair Houston (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment of £500.00 be made in favour of the Applicant.

1. Background

- 1.1 This is an application under rule 103 of the Chamber rules whereby the Applicant sought an order for payment in respect of an alleged failure by the Respondent to comply with their obligations under the 2011 Regulations. The application was accompanied by copies of tenancy agreements, messages between the parties regarding a joint tenant, confirmation of payment of the deposit, confirmation of the lodging of the deposit and the date upon which the tenancy ended.
- 1.2 By way of email dated 9 September 2026, the Respondent lodged written representations together with supporting documents in advance of the Case Management Discussion. The Respondent had previously lodged an application for an extension to the deadline for lodging representations which had not been determined by the Tribunal.

2. The Case Management Discussion

- 2.1 The Case Management Discussion took place on 16 September 2026 by teleconference. Both parties attended personally.
- 2.2 The Tribunal dealt firstly with the issue of the Respondents representations. The Applicant confirmed he took no issue with the representations have been lodged late. The Tribunal permitted them to be lodged, given that they were still submitted seven days prior to the Case Management Discussion.
- 2.3 The Tribunal heard from the Applicant. He took sole occupation of the Property on 21 September 2025. He paid a deposit of £1912.00 in two instalments on 14 September 2025 and 21 September 2025. Another individual, Muhammad Faiq Rizwan, took occupation on 19 October 2025 and a new tenancy agreement was subsequently signed. The deposit previously paid was carried over to that new agreement, which required a deposit in the same sum. The Applicant was never provided information regarding the whereabouts of the deposit after he paid it to the Respondent until he received a notification on 18 February 2026 from the Letting Protection Service Scotland that it had been lodged with them. This was only prompted by Muhammad Faiq Rizwan giving notice he wished to leave the Property. This was the only information received. The tenancy agreement ended on 11 April 2026 by agreement of the parties. The Applicant did not take issue with the personal and family circumstances referred to in the Respondent's representations. He submitted that, as conceded by the Respondent, said circumstances did not excuse a breach of the 2011 Regulations. The Respondent had three rental properties and was operating without a letting agent. It was incumbent upon him to be aware of his obligations and adhere to him. Any payment order made by the Tribunal should serve as a meaningful sanction.
- 2.4 The Respondent accepted that he had breached the 2011 Regulations in terms of the lodging of the deposit. He agreed that a new tenancy agreement had been entered into after Muhammad Faiq Rizwan had taken occupation and the deposit previously paid by the Applicant would be taken as the deposit due under that new agreement. The Applicant had been acting as a carer for both parents who were experiencing health issues which had taken up much of his focus causing him to overlook the lodging of the deposit. He had reviewed the tenancy file when Muhammad Faiq Rizwan indicated he intended to end his occupation and noted the deposit had not been lodged. The deposit had then been lodged with Letting Protection Service Scotland albeit with the incorrect tenancy start date which could not be amended. He had three rental properties which he managed himself and had been a landlord for in excess of ten years. To avoid this issue happening again he was now using a new tenant onboarding process whereby the tenants paid deposits directly to Letting Protection Service, who had given their authorisation for

this. The deposit had been held within his bank account for the duration it was unprotected.

2.5 The Tribunal indicated the Case Management Discussion would be adjourned and a written outcome would be issued based on the written materials and what was said at the Case Management Discussion.

3. Findings In Fact

3.1 The Applicant took occupation of the Property on 21 September 2025 under a private residential tenancy agreement.

3.2 The Applicant made payment of a deposit of £1912.00 in connection with the tenancy. Payment of the deposit was made in instalments on 14 and 21 September 2025.

3.3 The Applicant was the sole tenant under the tenancy agreement commencing 21 September 2025. On 19 October 2025, another individual, Muhammad Faiq Rizwan, took occupation at the Property.

3.4 The parties agreed that a new private residential tenancy agreement was to begin on 21 November 2025, when Muhammad Faiq Rizwan became liable for payment of rent.

3.5 The sum of £1912.00 paid earlier by the Applicant was to be taken as the deposit due under the tenancy agreement commencing 21 November 2025.

3.6 The deposit was lodged with Letting Protection Service Scotland on 14 February 2026. This had been prompted by Muhammad Faiq Rizwan contacting the Applicant to advise he wished to end his occupation of the Property.

3.7 The deposit had been held by the Respondent in his bank account until lodging with Letting Protection Service Scotland.

3.8 The Respondent acted as carer to his parents who were suffering from health issues for the duration of the Applicant's occupation of the Property.

3.9 The Applicant received notification on 18 February 2026 from Letting Protection Service Scotland that the deposit had been lodged with him.

3.10 The Respondent now has a process in place where new tenants pay deposits directly to Letting Protection Service Scotland in order that they are immediately protected.

4. Finding In Fact & Law

- 4.1 The Respondent is in breach of Regulation 3 of the Tenancy Deposit Scheme (Scotland) Regulations 2011 by virtue of his failure to lodge the deposit within an approved tenancy deposit scheme within thirty working days of the commencement of the tenancy.

5. Reasons For Decision

- 5.1 The Tribunal considered that the factual background to the application was sufficiently agreed that it could decide the application and a hearing was unnecessary. The Applicant did not take issue with the Respondent's explanation as to the late lodging of the deposit. The Tribunal proceeded to determine the application based on the representations made by the parties, insofar as they were determined to be relevant.
- 5.2 It was not in dispute that a deposit of £1912.00 had been paid by the Applicant. This was initially paid in connection with the parties agreement in respect of which the Applicant was the sole tenant. This private residential tenancy ended as parties entered into a new agreement when Muhammad Faiq Rizwan became a joint tenant. The identity of the tenant under the private residential tenancy had changed and this must be considered a new agreement, commencing 21 November 2025. The deposit previously paid was applied to this tenancy agreement. The parties agreed that the deposit had then not been lodged with an approved scheme until 14 February 2026. The duties in respect of a deposit are set out in regulation 3 of the 2011 Regulations, which are 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.

(1A) Paragraph (1) does not apply—

(a) where the tenancy comes to an end by virtue of section 48 or 50 of the Private Housing (Tenancies) (Scotland) Act 2016, and

(b) the full amount of the tenancy deposit received by the landlord is returned to the tenant by the landlord, within 30 working days of the beginning of the tenancy.

(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.

(2A) Where the landlord and the tenant agree that the tenancy deposit is to be paid in instalments, paragraphs (1) and (2) apply as if—

(a) the references to deposit were to each instalment of the deposit, and

(b) the reference to the beginning of the tenancy were to the date when any instalment of the deposit is received by the landlord.

(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.

- 5.3 In terms of Regulation 3 of the 2011 Regulations, the Respondent was obliged to lodge the deposit with an approved third party scheme within 30 working days of receipt of the deposit. Therefore, the Respondent ought to have lodged the deposit with a scheme no later than 5 January 2026, accounting for the bank holidays over the festive period. The Respondent had failed to lodge the deposit within the prescribed time frame.
- 5.4 Regulation 10(a) of the 2011 Regulations requires the Tribunal to make an order for payment in favour of the Applicant where the Respondent has breached the aforementioned duties. In that, the Tribunal has no discretion. The discretion of the Tribunal is limited to the amount the Respondent must pay which must not exceed three times the deposit taken. The Tribunal could therefore make an order for an amount up to £5736.00. In the application form, the Applicant contended that an order for payment of three times the deposit should be made. In his written representations, the Respondent accepted the failure and submitted that an order for payment should be fair and proportionate, and requested the Tribunal take into account the circumstances of the case.
- 5.5 In determining the appropriate sum, the Tribunal approached the matter of the amount by following the Upper Tribunal’s reasoning in *Ahmed v Russell* 2023 S.L.T. (Tr) 33. The order for payment was a sanction upon the Respondent, not compensation for the Applicant, and ought to reflect the level of overall culpability measured against the nature and extent of the breach.
- 5.6 In the present case, the deposit had been lodged just over one month past the deadline for doing so, given that the application concerned a tenancy agreement commencing on 21 November 2025 and not the earlier agreement entered into by the parties. The Tribunal considered this to be at the lower end of the scale in terms of the severity of the breach. The Tribunal considered the award sought by the Applicant would be grossly disproportionate to the extent of the breach. The Tribunal accepted that it appeared to be a genuine oversight on the part of the Respondent which may have been caused by his personal circumstances at the time. The Respondent had put into place procedures to ensure that this oversight could not be repeated. The Tribunal was mindful that the Applicant had paid a significant deposit in connection with the private residential tenancy which may have been unprotected for a longer duration had the Applicant’s joint tenant not contacted the Respondent to discuss ending his occupation. The Tribunal selected the sum of £500.00 as appropriate in the circumstances.

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.

Legal Member/Chair

Alastair Houston

18 September 2026
Date