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/26/1344

Re: Property at 16A Whitehaugh Road, Glasgow, G53 7ZN ("the Property")

Parties:

Mrs Ibironke Salisu, Omotoyosi Salisu, 5 Ravenscraig Drive, Glasgow, G53 6LQ; 16A Whitehaugh Road, Glasgow, G53 7ZN ("the Applicant")

Mrs Fardina Qureshi, 3 Park Road, Salford, Manchester, M6 6GY ("the Respondent")

Tribunal Member:

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 24 March 2026, the Applicant applied to the Tribunal for an order for payment against the Respondent in respect of failure to carry out her duties as landlord in relation to a tenancy deposit. The failure alleged was a failure to lodge the deposit within an approved scheme 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 on 22 July 2023, correspondence between the parties and confirmation from the three tenancy deposit schemes that the deposit had not been lodged with them. The tenancy had commenced on 1 August 2023 and ended on 7 March 2026. The Applicant sought the maximum award of compensation of three times the amount of the tenancy

deposit (£3,900) on the basis that the deposit had not been lodged for the whole 2 years, 6 months of the tenancy and the Applicant had repeatedly asked for information regarding the tenancy deposit which had not been provided.

2. Following initial procedures, on 1 April 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. On 2 August 2026, a copy of the application papers and details of the Case Management Discussion ("CMD") to take place were served on the Respondent by Process Server. Written representations were invited from the Respondent.

4. On 21 August 2026, detailed written representations were submitted on behalf of the Respondent by her daughter, Ms Alham Qureshi, together with a mandate authorising Ms Qureshi to represent the Respondent and a postponement request in respect of the CMD in the event that she still required to attend and if the hearing was likely to take more than 30-45 minutes. Ms Qureshi explained that this was due to her own employment as a doctor and difficulty getting time off.

5. The basis of the Respondent representations was that the breach of the 2011 Regulations was admitted; Ms Qureshi had been acting on behalf of her mother in the management of the tenancy but was not a professional landlord and had omitted to lodge the tenancy deposit due to her own work pressures as a doctor; she had returned the tenancy deposit in full to the tenants on 29 March 2026, the day after they had settled the outstanding rent due; and had done so despite having found extensive damage to the property after the tenants had vacated. It was further stated that Notice to Leave had been served on the tenants on 7 January 2026, alleging breaches of tenancy (undeclared occupants and property in an unkempt condition). The tenants had subsequently vacated the Property on 7 March 2026. Mrs Qureshi had worked out the proportionate rent to be paid to cover the period to 7 March 2026 and this was the outstanding rent owed which was not paid until 28 March 2026. The tenants blamed the delay on having a new phone and no longer having the banking details required. Ms Qureshi was unable to inspect the property until 14 March 2026 as she works in Manchester. She provided details of the alleged damage to the property and stated that the remedial costs involved were £8607. She supplied some supporting documentation, including photographs, in this regard. She stated that the reason she nevertheless repaid the deposit in full was to try and resolve the situation and move forward. Ms Qureshi stated that she had learned from her mistake and now uses a professional agent to manage the property on behalf of the Respondent. The tenancy deposit in respect of the current tenancy is lodged in a scheme.

6. The Legal Member considered the representations and postponement request but decided to refuse the postponement on the basis that the CMD was unlikely to take longer than the 30-45 minutes mentioned by Ms Qureshi. This decision was notified to both parties together with confirmation that the CMD would proceed as scheduled. It was also explained to Ms Qureshi that if she was

unable to attend the CMD, or did not wish to, it would proceed in her absence, in which case her written representations would be taken into account.

Case Management Discussion

7. The Case Management Discussion ("CMD") took place by telephone conference call on 7 September 2026, commencing at 10am. Only the Applicants, Mrs Ibironke Salisu and Mr Omotoyosi Salisu were in attendance. The Respondent and her daughter and representative, Ms Qureshi, did not attend. The Tribunal delayed the commencement of the CMD for more than 5 minutes to give them an opportunity to join late, but they did not do so.

8. Following introductions and introductory comments by the Legal Member, she confirmed that, as parties had been advised previously, the CMD would proceed in the absence of the Respondent's representative. Reference was made to the written representations lodged by Ms Qureshi and the Applicants were asked to confirm if their position in respect of their application remained the same in that they were seeking the maximum award of compensation. Mrs Solisu confirmed that there had been no change in their position.

9. Mrs Solisu stated that their application was straightforward. They had entered into the tenancy on 1 August 2023 on the understanding that their tenancy deposit would be lodged in a scheme, but it was not protected at any point. They disputed the allegations made by Ms Qureshi regarding the condition of the property and maintained that they had arranged a cleaner at the end of the tenancy and had returned the property in the same condition they had found it. They were not provided with a property schedule at the outset of the tenancy. The deposit was returned to them in full but this was initially delayed and only returned when they told Ms Qureshi that they were taking the matter to the Tribunal. Mrs Solisu explained that they had originally lodged two applications with the Tribunal, one of which sought return of the tenancy deposit. They had subsequently withdrawn that application when the deposit was returned. However, they had repeatedly asked Ms Qureshi about the whereabouts of the deposit and had not been provided with any information. She referred to the messages they had produced to the Tribunal in this regard. They consider that Ms Qureshi had initially intended to withhold the deposit from them. They denied that they had withheld rent money at the end of the tenancy. They had asked Ms Qureshi for confirmation as to the amount due and the bank account details to pay it into. The pro-rata amount owed was £303 and they paid that as soon as they had the details from Ms Qureshi and were able to do so. Mrs Solisu also stated that they had thought throughout the tenancy that they were dealing with the owner and landlord of the property as Ms Qureshi had not disclosed that she was acting as an agent for her mother.

10. As to the compensation sought, Mrs Solisu stated that they had been caused a lot of physical and emotional distress by the situation. They have three young children and this was a very difficult time for the family. Her husband's brother had just died and family members had come over from Nigeria. Ms Qureshi had offered the explanation to the Tribunal that she had been too busy to lodge the

deposit. However, she had tried to make out that they were bad people. She had not considered their situation or circumstances at all. She had tried to evict them and, having taken advice from Shelter, they now know that the eviction process followed was not even legal. They had required to find somewhere else to live at short notice and to come up with a deposit and first month's rent for that property, so needed their tenancy deposit back. They had asked multiple times at the end of the tenancy about the deposit and were given no information regarding it or, at any point told by Ms Qureshi that the deposit had not been lodged in a scheme. This added to the financial pressures they were under and the anxiety and distress caused by learning that they did not have the protections available to tenants under a tenancy deposit scheme. They therefore consider that this breach merits the maximum possible compensation.

11. The Legal Member confirmed that, given that there is an admission on behalf of the Respondent to the breach and the application appeared to be in order, she would grant the Applicants a payment order in compensation but would determine the appropriate level of compensation following the CMD and issue her decision in writing. There was brief discussion regarding the appeal period (30 days). The Applicants were thanked for their attendance and the CMD concluded.

Findings in Fact

1. The Respondent was the owner and landlord of the Property, which was managed for her by her daughter at the relevant time.

2. The Applicant was the joint tenant of the Property by virtue of a Private Residential Tenancy which commenced on 1 August 2023.

3. The tenancy ended on 7 March 2026 when the Applicant vacated the Property following being served a notice to leave by the Respondent.

4. The tenancy deposit was £1,300 and was paid by the Applicant to the Respondent by bank transfer on 22 July 2023, just before the tenancy commenced.

5. The Respondent failed to lodge the tenancy deposit in any of the three approved tenancy deposit schemes.

6. At the end of the tenancy, the Applicant repeatedly asked about the return of the tenancy deposit and information as to which scheme the deposit was lodged in, but was not provided with this information by the Respondent or her agent.

7. Issues arose regarding alleged outstanding rent and the alleged condition of the Property and there was a delay in the return of the tenancy deposit to the Applicant.

8. The Respondent's agent inspected the Property on 14 March 2026.

9. This application and a second application requesting return of the tenancy deposit were lodged with the Tribunal by the Applicant on 24 March 2026 and the Respondent was advised of this.

10. The outstanding rent claimed by the Respondent was paid by the Applicant on 28 March 2026.

11. The tenancy deposit was returned in full to the Applicant on 29 March 2026.

12. The Respondent admitted the breach of the 2011 Regulations, but provided written submissions explaining the background circumstances.

Reasons for Decision

1. The Tribunal gave careful consideration to all of the background papers including the application, supporting documentation and the oral information provided at the CMD by the Applicant, together with the detailed written submissions and supporting documentation submitted on behalf of the Respondent prior to the CMD.

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 all of the information before it 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. The breach was admitted on behalf of the Respondent by her daughter and representative, who explained that she had been managing the Property on behalf of her mother and that it was she who had omitted to lodge the deposit in a tenancy deposit scheme on behalf of her mother, for which she accepted full responsibility. The Tribunal was satisfied that, in these circumstances, the application did not require to be continued to a further 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 both parties in the matter. 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. The Applicant had sought the maximum penalty. The Tribunal considered that the amount of the sanction should reflect the gravity of the breach.

4. It was clear from the representations of both parties that the landlord/tenant relationship had broken down by the end of the tenancy. The tenancy had

ended following notice being served on the Applicant tenants, alleging breach(es) of tenancy, which the tenants disputed. Issues had arisen regarding the final rent payment, the condition of the Property and the return of the tenancy deposit. Although these factors are relevant to a degree in considering the background to this application, the Tribunal has made no findings in respect of these matters in favour of either party as issues such as the condition in which the Property was left, would only be fully considered in an application for return of a tenancy deposit.

5. As to assessing the gravity of the breach, the Tribunal considered as 'aggravating' factors the length of the tenancy of around two and a half years and the fact that the tenancy deposit of £1,300 had not been placed in a tenancy deposit scheme for the whole duration of the tenancy; that the scenario which arose at the end of this tenancy, where a dispute arose regarding the condition of the Property and the return of the tenancy deposit, is exactly the type of situation that the 2011 Regulations seek to avoid; that the Applicants here discovered only at the end of their tenancy that their deposit was not protected in a scheme, that their landlord had retained control of the deposit and that they would not have recourse to the free resolution process provided by the tenancy deposit scheme; that this caused the Applicants additional financial pressures, stress and anxiety as they were being evicted from the Property and having to find alternative accommodation for their family at short notice and pay a deposit and advance rent for that; that the Respondent's daughter and agent had not responded to several requests from the Applicants regarding the return of, and whereabouts of the deposit and at no time admitted to the Applicants that she had not lodged their deposit in a scheme. Whilst the Tribunal did not consider that that there was an undue delay in the deposit being returned to the Applicants, looking at the chronology of events, it did appear likely to the Tribunal that the Respondent had only returned the deposit to the Applicants on learning that they were referring the matter to the Tribunal. A landlord is entitled to payment of rent due and to inspect/assess the condition of the tenancy property at the end of the tenancy. However, in these circumstances, the Tribunal considered that the Respondent's agent could have handled the situation better if she had been transparent about the tenancy deposit when the issue was first raised by the Applicants.

6. On the other hand, the Tribunal considered that there were also some 'mitigating' factors to be taken into account in assessing the gravity of the breach. The Respondent's daughter and agent had made a clear admission to the Tribunal on behalf of her mother, accepted full responsibility for the deposit not having been placed in a scheme and explained that this was due to her personal work pressures as a doctor. She was based in Manchester and her mother, the Respondent, also lives in England but is away from the UK much of the time. She accepted that she had made a mistake and was not a professional landlord. She appeared to have taken responsible steps to avoid a similar situation happening again, by employing a professional agent to manage the Property for the Respondent, including handling the tenancy deposit. She had explained the various issues which had arisen at the end of the tenancy and in the weeks after the Applicants had vacated. She had returned the deposit in full to the Applicants, albeit that this was slightly delayed, which had gone some way to resolving the situation with the Applicants, who

had then sustained no financial loss. There was no evidence before the Tribunal that the Respondent or her daughter had previously failed in their obligations as regards tenancy deposits or had any previous Tribunal findings against them in respect of the 2011 Regulations. There was also no information before the Tribunal to suggest that the Applicants had raised the issue of the whereabouts of the tenancy deposit earlier in the tenancy or that the Respondent or her agent were aware earlier that they were in breach of the 2011 Regulations.

7. Weighing all the above factors, together with the deposit amount, the Tribunal determined that this was neither a minor breach of the regulations, attracting a 'nominal' penalty, 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 £1,300.

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 **Date: 7 September 2026**