



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

**Chamber Ref: FTS/HPC/PR/25/2158**

**Re: Property at 3/1, 2164 Dumbarton Road, Glasgow, G14 0JJ (“the Property”)**

**Parties:**

**Ms Lucy Deans and Mr Reagan McGee, residing at 0/1 2190 Dumbarton Road, Glasgow, G14 0JJ (“the Applicants”)**

**And**

**Fadee Jaghleen, residing at 73 Rosewood Crescent, G53 7HE (“the Respondent”)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent has breached his obligations under regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011.**

Background

1. On 28 March 2024 the respondent let to the applicants the property at 3/1, 2164 Dumbarton Road, Glasgow, G14 0JJ. A Tenancy agreement was entered into which required payment of a deposit of £749. The tenancy ended on 28 March 2025.

The Case Management Discussion

2. A Case Management Discussion took place before the Tribunal by telephone conference at 11.30am on 21 October 2025. The Applicants were present and unrepresented. The respondent was present and represented by Mr C Haswell, solicitor.

3. The respondent's position is set out in a written submission date 17 October 2025, which says

The Respondent, Fadee Jaghleen, accepts liability in terms of the application by the Applicants for failing to protect the deposit in a tenancy deposit scheme within 30 working days of the tenancy starting. These are his submissions:-

1. At the start of the tenancy agreement on the 28 March 2024, the Respondent was dealing with the poor health of his father. This included several trips to the United States of America. This resulted in an act of omission by the Respondent. This omission was a failure to protect the deposit within 30 working days of the tenancy starting. The respondent confirms registering the deposit on 14 March 2025 following receipt of the letter dated 7 March 2025 to end the tenancy agreement.
2. Upon receipt of this application, the Respondent has sought legal advice and has attempted to settle the matter...

4. Everyone agrees that the deposit was not lodged with an approved tenancy deposit scheme within 30 days of commencement of the tenancy. Regulation 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 tells me that, in light of that admitted fact, I must make a payment order against the respondent. I can dispose of this case today, without the need for a further hearing.

#### Findings in Fact

5. On 28 March 2024 the respondent let to the applicants the property at 3/1, 2164 Dumbarton Road, Glasgow, G14 0JJ. A Tenancy agreement was entered into which required payment of a deposit of £749. The tenancy ended on 28 March 2025. The tenancy agreement narrated that the deposit would be paid into an approved tenancy deposit scheme within 30 days of commencement of the lease.

6. Before taking entry the Applicants paid a deposit payment of £749 to the respondent. The respondent placed that money in an account in his name alone. Parties agreed to end the tenancy on 28 March 2025. The respondent only paid the deposit into an approved tenancy deposit scheme on 14 March 2025.

7. The respondent had no intention of depriving the applicants of repayment, but ignored the terms of the lease he signed as landlord which (correctly) narrated that the deposit would be placed in an approved scheme within 30 days of the commencement of the tenancy.

## Reasons for Decision

8. It is beyond dispute that a deposit of £749 was paid at the commencement of the tenancy. The admitted facts are that the deposit was not paid into an approved scheme when it should have been, and rested for 12 months in the respondent's name alone.

9. The tenancy deposit was not protected. The applicants were further inconvenienced because the delay in placing the deposit with an approved tenancy deposit scheme meant that the deposit could not be refunded until 28 days before the funds were placed with the approved scheme.

10. The appellant has four rental properties. None of his other properties have a tenancy deposit. After some discussion, the full deposit was refunded to the applicants.

11. The respondent acknowledges his error. The respondent has no history of breaches of the 2011 Regulations. A full accounting for the deposit has been made. Against those mitigating factors I must balance the undisputed fact that the deposit was unprotected throughout the period of let.

12. The Applicants ask for a payment order in the maximum amount. The purpose of the order is not to enrich the applicants. The purpose of the order is to mark society's displeasure; to protect society, and to ensure the enforcement of the 2011 Regulations in the future. Although the respondent clearly took steps to protect the deposit and refund the applicants, he only did so after the deposit had rested in his name alone for many months.

13. The amount of deposit was £749.00. For the duration of the lease the deposit was not protected. A payment order equivalent to the value of the deposit reflects the seriousness of the breach of the 2011 Regulations.

14. The appropriate level of payment order is £749.00

## Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment to the Applicant of Seven Hundred and Forty Nine pounds (£749.00) within 14 days of service of this order.

## **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.

P Doyle

*Paul Doyle*

Legal Member

21 October 2025