Housing and Property Chamber
First-tier Tribunal for Scotland

Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulations 9 and 10 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations")

Chamber Ref: FTS/HPC/PR/25/3236

Re: Property at 24C Princes Street, Stirling, FK8 1HQ ("the Property")

Parties:

Miss Khushi Munjyasara, Miss Krishika Choradia, Miss Kirti Ahuja, Second Floor Right, 4 Port Street, Stirling, FK8 2LD; Second Floor Right, 4 Port Street, Stirling, FK8 2LD; 189 Sonali Puram, Near Dr Suresh, Roorkee, Uttarakhand, India ("the Applicants")

Mr Ranjit Thiara, Mrs Sherenvir Thiara, 10 Earls Meadow, Warwick, CV34 6UA ("the Respondents")

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the First Respondent failed to comply with his duties under Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 ("the 2011 Regulations"). The Tribunal therefore makes an order requiring the First Respondent to pay to the Applicants the sum of £1470.

Background

1. An application was received from the Applicants on 28 July 2025 seeking a payment order under Rule 103 of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 ("the 2017 rules") against the Second Respondent, Mrs Sherenvir Thiara. The Applicants sought an order for payment in respect of the alleged failure to lodge their tenancy deposit with an approved tenancy deposit scheme within 30

working days of the beginning of their tenancy, as required by Regulation 3 of the 2011 Regulations.

2. Attached to the application form were:
   (i) Copy private residential tenancy agreement between the Applicants and the First Respondent, Mr Ranjit Thiara, which commenced on 1 August 2024.
   (ii) Bank remittance advice showing payment of the sum of £1470 by the First Applicant, Miss Khushi Munjyasara, to the Respondents on 22 July 2024.
   (iii) Copy email from the First Applicant to the Respondents dated 20 July 2025 regarding the return of the Applicants' deposit.
   (iv) Screenshot of an undated WhatsApp from the First Respondent to the Applicants regarding the deposit and deduction of cleaning costs, unpaid rent and the cost of replacement of various items alleged to have been damaged by the Applicants.

3. Further to a request from the tribunal administration, further information was received from the Applicants on 31 July and 13 August 2025. This included an amended application form naming both Respondents.

4. The application was accepted on 14 August 2025.

5. Notice of the case management discussion (CMD) scheduled for 18 December 2025, together with the application papers and guidance notes, was served on both Respondents by process server on behalf of the tribunal on 30 October 2025. The Respondents were invited to submit written representations by 19 November 2025.

6. Written representations were received from the First Respondent on 17 November 2025. Further written representations were received from the Applicants in response to these on 9 December 2025.

The case management discussion

7. A case management discussion (CMD) was held by remote teleconference call on 18 December 2025. The First and Second Applicants were present on the teleconference call. Both Respondents were present and represented themselves.

Preliminary issues

8. The tribunal considered four preliminary issues, as discussed below.

9. Firstly, the First Respondent stated that he was the sole landlord under the

tenancy agreement. While the Respondents own the property jointly, he was the landlord and therefore any order should be made against him only.

10. The legal member noted that the original application had been brought against the Second Respondent only. Further to a query about this from the tribunal administration, an email was received from the Applicants on 31 July 2025. This stated that the Second Respondent was named in the application because she is the First Respondent's spouse and the property is jointly owned by both of them. The Applicants stated that throughout their tenancy, they dealt with both Respondents regarding matters related to the property. The deposit had also been paid to them jointly. The Second Respondent had been named as the landlord in the application, as she was directly involved in the management and financial aspects of the tenancy alongside the First Respondent.

11. The Applicants stated in their email of 31 July 2025 that they were willing to amend the application to include both individuals or to list the First Respondent as the sole Respondent, in line with the tenancy agreement. On 13 August 2025, an amended application form was received from the Applicants, which named both Respondents.

12. The legal member noted that the First Respondent only was named as the landlord under the private residential tenancy agreement for the property. The tribunal therefore determined that, while the property appeared to be jointly owned by the Respondents, the First Respondent was the landlord under the tenancy, in terms of regulation 2 of the 2011 Regulations.

13. Having considered this, the tribunal decided to make an order under rule 32 of the 2017 rules removing the Second Respondent as a party to the proceedings. The tribunal therefore continued to determine the application against the First Respondent only.

14. Secondly, the First Respondent said that he had seen the Applicant's written representations of 9 December 2025, which had been sent to the Respondents on 11 December 2025, but that he had not had time to read these in depth. The legal member noted that these had been received, and sent to the Respondents, within 7 days before the CMD, in compliance with the 2017 rules. When asked whether he wished a brief adjournment to read the submissions in more detail, the First Respondent indicated that he wished to proceed with the CMD without such an adjournment.

15. Thirdly, the Applicants made reference to an audio recording, which they said the Respondents had submitted with their written representations. They alleged that this had been covertly obtained by the Respondents without their permission, and argued that it should not be considered in evidence by the

tribunal.

16. The legal member noted that she was unaware of any such audio recording having been submitted by the Respondents. The First Respondent confirmed that no such evidence had been submitted to the tribunal. There was accordingly no such audio evidence to be considered by the tribunal in deciding on the application.

17. Finally, the legal member noted that the Applicants had in their written representations of 9 December 2025 asked the tribunal to consider the following outcomes:

    1. Return of the tenancy deposit
    2. Consideration of the landlords' fitness to hold a landlord registration
    3. A formal written apology from the Respondents

18. She explained to the parties that the tribunal was unable to consider any of these issues. This was an application under rule 103 of the 2011 regulations for an order where the landlord had not complied with the duty to pay the tenancy deposit into an approved scheme only. The tribunal had no power to consider items 2 or 3. Should the Applicants wish to seek the repayment of the tenancy deposit, they may wish to consider making a separate civil proceedings application to the tribunal in respect of this.

The Applicants' submissions

19. The Applicants said that they had paid a tenancy deposit of £1470 before the start of their tenancy. This had not been paid into an approved tenancy deposit scheme. They had only discovered this at the end of their tenancy. They had asked the Respondents repeatedly for their deposit to be returned, but this had not happened.

20. The First Respondent had instead told them that they owed him money. The Applicants had asked the Respondents to send them a list of the items which it was alleged they were due to pay for at the end of their tenancy. He had sent them a list of costs, in respect of cleaning fees, replacement of various allegedly smoke damaged items and one-third of the rent owed for the last month of the tenancy. These totalled more than the amount of the deposit .

21. The Applicants denied that any of them had smoked in the property, as alleged by the First Respondent. Regarding the rent, the Third Applicant, Miss Ahuja, had to go back to India at short notice because her father was unwell. The Applicants had tried to find another tenant to replace her, but had been unable to do so because the Respondents had rejected every potential tenant they put forward.

22. They had asked the Respondents to take the unpaid rent from the deposit. They also accepted that some cleaning may have been required at the end of the tenancy, but said that this was because the First Applicant, having been unemployed for some time, had secured a trial work shift on the day that the keys were due to be returned. She had requested permission to return the keys the following morning, but the First Respondent had refused. This had meant that the Applicants were unable to clean the property to the standard they would have otherwise have observed. The Applicants denied that they were due to pay the First Respondent any of the other costs which they claimed were owed to them.

23. They said that the Respondents had behaved in a rude and threatening way towards them. They felt that the entire tenancy was in the landlord's favour: they were also required, for example, to give 90 days' notice if they wished to leave. They had given notice to the Respondents via WhatsApp message, and were told after 2 months of doing so that this did not comply with the tenancy agreement. They had therefore had to give a further three months' written notice.

24. They said that the property had been in a worse condition when they moved in than when they moved out. Due to the end of the tenancy being rushed, some personal belongings had been accidentally left behind in the property handover, and were only returned about two months later.

25. Following the end of their tenancy, the Applicants had tried to resolve the matter directly with the Respondents. The Respondents had been quite rude about their request to resolve the matter. They had been patient for three months, but when the matter had not been resolved, they had to put in the tribunal application before the three month time limit expired. It was only after they received the notification from the tribunal that the Respondents had tried to resolve matters.

26. The Applicants asked the tribunal to make an order for the maximum sum of three times the tenancy deposit.

The First Respondent's submissions

27. The First Respondent admitted that he had failed to pay the tenancy deposit into an approved scheme. He said that this had simply been an oversight, and was the first time that this had ever happened. He had not become aware of the mistake until the end of the Applicants' tenancy.

28. He owns other rental properties, one of which is also in Scotland. He was aware of his responsibility to pay the deposit into an approved scheme and

had adhered to it in the past. Compliance with the tenancy deposit rules was a condition of his HMO licence. He had submitted evidence that the tenancy deposit paid by the previous tenants at the property had been paid into a scheme. He had also submitted a WhatsApp message from a tenant at the property in 2021 confirming that their deposit had been returned to them by a tenancy deposit scheme.

29. He said that the Respondents had consistently received positive feedback from previous tenants, and had always had good relationships with them. They had, however, had a difficult experience with the Applicants, who had not behaved well, and had not been truthful about the conduct of the Respondents themselves. There had been a good relationship between the parties at first, and he had agreed that the Applicants could pay the rent late each month due to their financial situation. There had been internal difficulties between the Applicants themselves, and things had become difficult to manage.

30. He said that the Applicants had agreed that given the costs due to him were greater than the deposit amount, he could keep the deposit sum to offset part of the costs. It had also been agreed between the parties that the Applicants should not pay any additional sums to cover the outstanding balance, and that the Respondents would not pursue them for this.

31. He had attempted to settle the matter in good faith with the Applicants after receiving the tribunal notification, as demonstrated by the WhatsApp message of 31 October 2025 which he had submitted to the tribunal. He had offered to repay the full deposit to the Applicants despite the alleged smoke damage, the state of the property and the unpaid rent.

Findings in fact

32. The Tribunal made the following findings in fact:

- The Applicants and the First Respondent entered into a private residential tenancy agreement in relation to the property, which commenced on 1 August 2024.
- The First Respondent was the sole landlord under the tenancy agreement. He was the landlord in terms of the 2011 Regulations.
- The Applicants did not actually move into the property until 9 September 2024.
- The rent payable by the Applicants under the tenancy agreement was £1470 per month. The tenancy agreement stated that the rent would then be £1370 per month from 1 May 2025.
- The tenancy agreement stated that a tenancy deposit of £1470 was to be paid by the Applicants to the First Respondent.

- The tenancy agreement stated that the landlord must lodge any deposit they receive with a tenancy deposit scheme within 30 working days of the start date of the tenancy, and made reference to the 2011 Regulations. Safe Deposits Scotland was named in the tenancy agreement as the scheme into which the tenancy deposit would be paid.
- The tenancy was a 'relevant tenancy' in terms of the 2011 regulations.
- The Applicants paid a tenancy deposit of £1470 to the Respondents on 22 July 2024.
- The First Respondent did not pay the Applicants' tenancy deposit into an approved tenancy deposit scheme within 30 working days of the beginning of the tenancy, or at any later date during their tenancy.
- The Applicants' tenancy ended on or around 31 May 2024.
- The First Respondent did not repay the Applicants' tenancy deposit at the end of the tenancy.
- The First Respondent sent a WhatsApp message to the Applicants following the end of their tenancy itemising various costs for cleaning, unpaid rent and replacing various items within the property which the Applicants were alleged to have damaged. The total cost of these items, as set out in the message, was £1693.
- The First Respondent was aware of his responsibilities under the 2011 regulations. He had paid the deposit paid by the previous tenants at the property, whose tenancy began on 1 August 2023, into an approved tenancy deposit scheme.

The relevant law

33. Rule 3(1) of the 2011 Regulations provides that: *"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.*

Reasons for decision

34. The tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.

35. There were clearly matters of contention between the parties with regard to their respective behaviour and alleged damage to the property and its contents. These were not directly relevant to the matter at issue i.e. whether the tenancy

deposit was paid into an approved scheme, however. That matter was the primary focus of the tribunal in reaching its decision.

36. The First Respondent admitted that he had failed to comply with the duty under Regulation 3(1) of the 2011 Regulations to pay the tenancy deposit into an approved tenancy deposit scheme within 30 working days of the start of the tenancy. The tribunal was therefore obliged to make an order requiring the First Respondent to make payment to the Applicants, in terms of rule 10 of the 2011 Regulations.

37. The tribunal was then required to consider the sum which the First Respondent should be ordered to pay to the Applicants, which could be any amount up to three times the amount of the tenancy deposit. The amount of any award is the subject of judicial discretion after careful consideration of the circumstances of the case, as per the decision of the Inner House of the Court of Session in the case of *Tenzin v Russell 2015 Hous. LR. 11*.

38. In determining the appropriate level of payment order to be made in the circumstances, the tribunal considered the need to proceed in a manner which is fair, proportionate and just, having regard to the seriousness of the breach (Sheriff Welsh *in Jenson v Fappiano* 2015 GWD 4-89).

39. The duty under Regulation 3 of the 2011 Regulations is an absolute duty on the landlord. It was the First Respondent's responsibility to ensure that he complied with his legal obligations. He conceded that he was aware of his duties under the 2011 Regulations.

40. The tribunal noted the view expressed by Sheriff Ross in *Rollet v Mackie* ([2019] UT 45) that the level of penalty should reflect the level of culpability involved. It did not consider that most of the aggravating factors which might result in an award at the most serious end of the scale were present in this case. The First Respondent had admitted that he had failed to pay the Applicants' deposit into an approved scheme within 30 working days of the start of the tenancy. As Sheriff Ross noted, at para 13 of his decision: *"The admission of failure tends to lessen fault: a denial would increase culpability".*

41. The Tribunal considered the various factors to be taken into account, as set out in *Rollet v Mackie.* The First Respondent was clearly an experienced landlord, although he said that he only had one other rental property in Scotland. There was no evidence of any repeated breaches against other tenants. The First Respondent had produced redacted evidence to show that the tenancy deposit for the tenancy of the property immediately preceding that of the Applicants had been lodged with Safe Deposits Scotland. The tribunal therefore accepted his evidence that the failure had

been an oversight, rather than a deliberate failure to observe his responsibilities as a landlord.

42. The tenancy deposit paid by the Applicants should have been protected throughout their tenancy. While the Applicants' tenancy was relatively short, having lasted only nine months, it was not protected during those nine months. The sum involved was comparatively high. Their tenancy deposit was not returned to them at the end of their tenancy.

43. The requirement to pay a tenancy deposit into an approved scheme is intended to protect the deposit, and offers protection for both parties in the event of any dispute at the end of the tenancy. The First Respondent did not pay the deposit back to the Applicants, because he said that they owed him a sum in respect of damages and unpaid rent which exceeded the amount of the deposit.

44. While the Applicants appeared to accept that they owed some rent owed and that some cleaning was required, they disputed that they owed the other sums claimed by the First Respondent. Because their deposit was not appropriately protected, the Applicants were denied the opportunity to dispute these matters through an approved tenancy deposit scheme.

45. The tribunal notes that the First Respondent is based in England and has only one other rental property in Scotland. As a landlord in Scotland, he has a responsibility to ensure that he is complying with the necessary legal requirements. He appears to have been unaware that tenants under a private residential tenancy are only required to give 28 days' notice to their landlord. As a result, the Applicants were unable to end the tenancy as early a they wished to. The First Respondent may wish to seek appropriate legal advice to ensure that he is complying with all of the legal requirements relating to tenancies in Scotland.

46. The Tribunal notes, however, that this application concerns whether the Applicants' tenancy deposit was lodged with an approved scheme. It is not for the Tribunal to make a ruling on whether the First Respondent has complied with any other aspects of housing law.

47. Taking all of the above considerations into account, the Tribunal considered that an award at the lower to mid-level of the possible penalty scale would be appropriate. It determined that an order for £1470, representing the amount of the tenancy deposit paid, would be fair, proportionate and just, having regard to the seriousness of the breach.

Decision

48. The Tribunal determines that the First Respondent has failed to comply with the duty in terms of Regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 to pay a tenancy deposit to the scheme administrator of an approved scheme within the prescribed timescale. The Tribunal therefore makes an order requiring the First Respondent to pay to the Applicants the sum of £1470.

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.

Sarah O'Neill

5 January 2026

Legal Member/Chair **Date**