



Written decision and statement of reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Regulation 10 of the Tenancy Deposit Regulations 2011.

Chamber Ref: FTS/HPC/PR/26/0990

Re: Property at 11/1, 36 Drygate, Glasgow, G4 0YA (“the Property”)

Parties:

Ms Benedetta Fergnani, via Pasta 16, Vigarano Mainarda, Ferrara (FE), 44049 Italy, Italy (“the Applicant”)

Paula S Rodriguez, unknown, unknown (“the Respondent”)

Tribunal Member:

Lesley Ward (Legal Member)

Decision

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent did not comply with any duty in terms of regulation 3 of the Tenancy Deposit Schemes (Scotland) Regulations 2011 and determined that the Respondent should pay to the Applicant the sum of eighteen hundred pounds (£1800).

Background

2. This is an application in terms of rule 103 for recovery of a tenancy deposit penalty. There was a second application before the tribunal in terms of rule 111. A case management discussion (CMD) took place on 22 July 2026.

3. The Applicant lives in Italy and she was unable to dial in to the CMD. After waiting for half an hour for the clerk to try and resolve matters the tribunal decided to adjourn consideration of the applications and make directions.

4. The Respondent did not attend the CMD. Service had proceeded by advertisement as the Respondent did not live at the address provided. The report from Sheriff Officers stated that the property at 2/1 27 Drygate was occupied by a gentleman who said he had lived there for 20 years. Curiously, the tenancy agreement provided is in relation to 2/1 27 Drygate but the Application states that the Applicant did not occupy this property and instead occupied 11/1 36 Drygate. It is not clear why the Applicant designed the Respondent as residing at 2/1 27 Drygate. Both 2/1 27 Drygate and 11/1 36 Drygate are owned by Glasgow Housing Association Limited according to the land register.

5. Even if the Applicant had been able to attend the CMD it is unlikely the tribunal would have been able to make a final decision. There were several matters that required to be clarified. The tribunal decided to make the following directions and decided that if the Applicant made a response to the directions the tribunal may be able to make a decision on the papers without the need for a further CMD. The tribunal made the following directions:

The Applicant is required to provide:

- (1) An up to date address for the Respondent, if available.**
- (2) Any evidence that she resided in the property at 11/1 36 Drygate, Glasgow G40 YA.**
- (3) A written explanation for why the tenancy agreement provided states that the address for the property was 2/1 27 Drygate Glasgow G40XY with a start date of 1 September 2025 whereas the application states that the Applicant moved into the property at 11/1 36 Drygate Glasgow G40XY on 24 September 2025.**
- (4) Any evidence of an agreement between the parties that the property address was to change from 2/1 27 Drygate to 11/1 36 Drygate.**
- (5) A written explanation for why the application designed the Respondent as residing at 2/1 Drygate Glasgow G40XY.**
- (6) A written submission giving details of who resided in the property at 11/1 36 Drygate during the Applicant's period of residence.**
- (7) A written submission with any other information the Applicant can provide regarding the Respondent's circumstances as a landlord including any other properties rented out.**

The Applicant is required to provide this information by close of business on 12 August 2026.

6. The Applicant responded to the directions on 6 August 2026 as follows:

I, Benedetta Fergnani, the Applicant in the above referenced cases, respectfully submit the following written responses to each of the seven points directed by the Tribunal in its Notes on Case Management Discussion and Notices of Direction

dated 22 July 2026, applicable to both FTS/HPC/PR/26/0990 and FTS/HPC/CV/26/0992.

(1) An up to date address for the Respondent, if available.

I am unable to provide an up to date address for the Respondent. I have never met Paula Rodriguez in person and do not know her current or any past residential address. My only means of contact with her throughout the tenancy was the mobile number, at the beginning +44 7443 698605, then it changed to +44 7776 894617, used for WhatsApp messaging, and the email address used for correspondence relating to the tenancy.

I note that the Sheriff Officers' report from Walker Love, dated 22 June 2026, confirms that the Respondent does not reside at 2/1, 27 Drygate, Glasgow, G4 0XY (the address stated for the Respondent/landlord in the tenancy agreement), and that the current occupant, a Mr Ferguson, has lived there for over 20 years and has no knowledge of the Respondent. I have no further address information to offer and would respectfully ask the Tribunal to consider service by advertisement or such other method as it considers appropriate, as previously directed.

(2) Any evidence that she resided in the property at 11/1 36 Drygate, Glasgow G40 YA.

I attach as Exhibit A a WhatsApp photograph exchanged with Sabim (a co-occupant of the property, saved in my phone as "Sabim Flatmate") on the day of my arrival in Glasgow. The photograph shows the entrance of the building with the number "36 Dryg[ate]" visible above the door, accompanied by the message "Here?" from myself and "Yes" confirming this was the correct address. This photograph was taken and sent contemporaneously with my arrival at the property and directly corroborates that I moved into and resided at 11/1, 36 Drygate.

I further attach as Exhibit B a screenshot provided to me by Noemi, a fellow tenant, of her own arrival exchange with Sabim. On arrival, she messaged "I am at 27 Drygate", to which Sabim replied "36", "Building number 36", "The tall ones". This shows that the very same redirection from the address recorded in the tenancy paperwork (27 Drygate) to the actual property occupied (36 Drygate) also occurred, independently, with another tenant. I respectfully submit that this indicates a repeated and consistent practice, rather than a one-off error or misunderstanding limited to my own tenancy.

I also hold photographs taken inside the flat during my stay, though these do not show a street address. I would further note that, before signing the tenancy agreement, Sabim showed me the interior of this same flat during a video call, which is consistent with, and corroborates, the fact that the property I later occupied and photographed was 11/1, 36 Drygate.

(3) A written explanation for why the tenancy agreement provided states that the address for the property was 2/1 27 Drygate Glasgow G40XY with a start date of 1 September 2025 whereas the application states that the Applicant moved into the property at 11/1 36 Drygate Glasgow G40XY on 24 September 2025.

Before signing the tenancy agreement, and before travelling to the United Kingdom, I had a video call with Sabim during which he showed me around the interior of the flat I was going to live in. The written tenancy agreement was then sent to me by the Respondent by email, naming 2/1, 27 Drygate as the property address. When I arrived in Glasgow, I was on the telephone with Sabim, who I understood to be acting on behalf of the landlord in the practical arrangements for my accommodation (including, as set out below, collecting rent payments and authorising repairs). Sabim took me directly to 11/1, 36 Drygate, (Exhibit A), which corresponded with the location he had previously shown me during our video call. However, no explanation was provided regarding the discrepancy between this address and the one listed in the written agreement I had already signed. A similar situation occurred with my former flatmate, Noemie, as documented in Exhibit B.

(4) Any evidence of an agreement between the parties that the property address was to change from 2/1 27 Drygate to 11/1 36 Drygate.

I do not hold any written document in which the Respondent or Sabim explicitly states that the property address was being changed from 27 Drygate to 36 Drygate. No formal variation of the tenancy agreement was ever signed or exchanged in relation to the address.

I would however highlight that, prior to signing the tenancy agreement, Sabim showed me the interior of the flat I would be living in during a video call, and this was the same flat I was later taken to on arrival, at 11/1, 36 Drygate. This indicates that the property actually being let to me was known and settled before the written agreement was even signed, notwithstanding the different address subsequently recorded in that document.

In addition, throughout my WhatsApp correspondence with the Respondent (copies of which I have already provided to the Tribunal), she consistently refers to "the flat", "the property", "your notice period" and "your deposit" in a manner entirely consistent with the actual tenancy I was living under at 36 Drygate, without ever at any point disputing, questioning, or correcting the address at which I was in fact residing. Rent of £600 per month and a deposit of £600 were paid and accepted on the same terms as set out in the written agreement. I respectfully submit that this conduct amounts, at minimum, to an implicit acknowledgement and acceptance by the Respondent that the tenancy in practice related to 11/1, 36 Drygate, notwithstanding the address recorded in the written contract.

(5) A written explanation for why the application designed the Respondent as residing at 2/1 Drygate Glasgow G40XY.

I identified 2/1, 27 Drygate as the Respondent's address because this is the address stated for the landlord in the signed tenancy agreement, which was the only formal document in my possession bearing an address for the Respondent. This document was provided to me before my arrival in the UK, and I had no independent means of verifying or knowing otherwise. I used the only information available to me in good faith when completing the application.

(6) A written submission giving details of who resided in the property at 11/1 36 Drygate during the Applicant's period of residence.

During my period of residence at 11/1, 36 Drygate (24 September 2025 to 10 December 2025), the following people also resided at or had regular access to the property:

- Sabim (saved in my phone as "Sabim Flatmate"): a co-occupant who, in practice, collected rent payments on behalf of the Respondent (including a payment of £250 I made directly to him as part of my November rent), held and returned deposits for at least one other occupant, and was authorised by the Respondent to arrange repairs to the property (for example, the bathroom heating).

- Noemi (saved in my phone as "Noémie Coinquilina"): a fellow tenant of the property, who resided there for part of the same period and who, like myself, paid a deposit to the Respondent that was not returned at the end of her own tenancy. When two individuals identifying themselves as officials attended the property in December 2025 asking for Sabim, Sabim's own description of Noemi to those officials was that she was "just a regular flatmate".

(7) A written submission with any other information the Applicant can provide regarding the Respondent's circumstances as a landlord including any other properties rented out.

I note that the Tribunal's own CMD note of 22 July 2026 records that both 2/1, 27 Drygate and 11/1, 36 Drygate are registered to Glasgow Housing Association Limited according to the land register. On the basis of this information, I am not aware of any evidence that the Respondent is the registered owner of either property, which raises the possibility that she was operating as an unregistered or unauthorised sub-letting landlord rather than as the property's owner.

7. Findings in fact

- The parties entered into a private residential tenancy agreement for let of the property on at 2/1 27 Drygate Glasgow G40XY with a start date of 1 September 2025.
- Despite the terms of the written agreement the Applicant moved into the property at 11/1 36 Drygate Glasgow G40 YA in September 2025 and occupied that property for the duration of the tenancy.
- The agreed rent was £600 per month.
- The Applicant paid a deposit of £600.
- The Respondent held herself out as landlord and owner of the property.
- The Respondent is neither the registered landlord or the owner of the property.

- The Applicant left the property on 12 December 2025.
- The Applicant has requested the return of her deposit via text message and the Respondent has failed to respond.
- The deposit was not placed in an approved deposit scheme for the duration of the tenancy.

Reasons

8. I have decided that a final decision can be made on this application without the need for a further CMD. Give the response to the directions made by the Applicant, I am satisfied that it was fair and just for the application to proceed by service by advertisement. I am satisfied that I have enough information before me to make a decision and the procedure has been fair. The Respondent does not appear to be the owner of the property and she does not appear to have any right to let the property. She does not appear to have resided in the property at 2/1 27 Drygate despite giving this address in the tenancy agreement. From the information provided I am satisfied that on the balance of probability the Applicant paid a deposit of £600 to the Respondent. This was not lodged in an approved deposit scheme and it was not returned when the Applicant left the property. I am satisfied that this is a clear breach of the tenancy deposit regulations. I am not aware of any mitigating factors and accordingly I have decided to award the full penalty of three times the deposit.

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.

L Ward

Legal Member/Chair

9 September 2026

Date