



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) 2016 Act

Chamber Ref: FTS/HPC/CV/25/4568

Re: Property at 2/8 Sinclair Place, Edinburgh, EH11 1AG (“the Property”)

Parties:

Miss KOSISOCHUKWU OKAFOR, 2/8 Sinclair Place, Edinburgh, EH11 1AG (“the Applicant”)

Mrs Joyce Boyd, 12 Learmonth Place, Edinburgh, EH4 1AU (“the Respondent”)

Tribunal Members:

Serena Weir (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an award be made in favour of the Applicant against the Respondent in the sum of ONE HUNDRED AND FIFTY-THREE POUNDS (£153.00) STERLING.

Background

1. This was an application by the Applicant for civil proceedings in relation to a private residential tenancy (“**PRT**”) in terms of rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“**the Rules**”).
2. The application was lodged with the Tribunal on 23 October 2025. The application invites the Tribunal to make declaratory, financial and compensation orders in relation to a rent increase notice issued by the Respondent.
3. In support of the application, the Applicant had provided:-
 - 3.1. a copy of a lease between the Applicant and the Respondent in relation to the Property dated 27 and 30 August 2024;
 - 3.2. a copy of the rent review notice dated 01 June 2025;
 - 3.3. correspondence between the Applicant and DJ Alexander who manage the Property for the Respondent;
 - 3.4. a copy of the Scottish Government’s guidance notes for landlords on the rent increase notice;
 - 3.5. a transcript of the Applicant’s conversation with Shelter Scotland; and

3.6. extracts from the Applicant's bank account to evidence the payments made by her since September 2025 for rent in relation to the Property.

The Case Management Discussion ("CMD")

4. The application called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 26 May 2026 at 14:00.
5. The Applicant was in attendance. The Respondent was represented by Leanne Young from DJ Alexander.
6. In advance of the CMD, both Ms Young and the Applicant had sent to the Tribunal written representations that they wished to be considered.
7. As a preliminary matter, the Applicant sought to have her amended application considered by the Tribunal. The amendment sought to include the further payments of £38.25 per month which the Applicant said had been paid from September 2025 to April 2026. These were referred to in the application as "overpaid rent". There was no opposition to the proposed amendment by the Respondent. Finding that the procedure set out in rule 14A of the Rules had been followed by the Applicant, the amended application was permitted to be considered by the Tribunal going forward.
8. The Respondent's representative confirmed that the lease which had been produced to the Tribunal was that which the Respondent has entered into with the Applicant and the other tenant, who shall be referred to as "IC" in this decision.
9. The lease was dated 27 and 30 August 2024. It had a start date of 22 September 2024. The rent due was £1,275 per month due on 22nd day of each month.
10. The Respondent did not dispute that the rent increase notice dated 01 June 2025 which was produced to the Tribunal by the Applicant was that which had been sent on behalf of the Respondent. The rent increase notice stated that the Respondent was seeking to increase the rent of the Property from £1,275 per month to £1,351.50 per month from 22 September 2025 onwards. There was no dispute that the rent increase notice was sent by email to IC only.
11. Further, there was no dispute that since September 2025, the Applicant had made monthly payments of £675.75 to the Respondent's representative for rent for the Property.
12. The declaratory order sought by the Applicant in the application is as follows:-
"declare the rent increase notice issued by DJ Alexander on 01/06/2025 invalid due to improper service, as I was not personally served the notice".
13. The financial and compensation orders sought by the Applicant are in two parts. The first part deals with the financial order sought in relation to "overpaid rent" which the Applicant says that she has paid to the Respondent in the sum of £38.25 per month from September 2025 to April 2026 which totals £306. In relation to compensation order sought, the Applicant seeks:-
 - 13.1. £600 for misinformation, inconvenience and distress;
 - 13.2. £100 for incorrect legal advice given;
 - 13.3. £100 for the failure of DJ Alexander to follow their own complaint procedure; and
 - 13.4. £150 for failure to notify the Applicant personally as required under clause 11 & 14 of the Scottish Government rent increase guidance.

14. The Applicant confirmed that the first date on which she saw the rent increase notice was 29 September 2025, the same day that she was contacted by DJ Alexander in relation to the shortfall due on her monthly rental payment.
15. The Applicant explained that she does not have a problem with the actual increase in her rent which was proposed. Her application is based on her not having been sent the rent increase notice directly by the Respondent's agents and not having been given as much notice as her flatmate of the increase in the monthly rental payment.
16. The Applicant was asked where the compensation figures included in her application had been taken from. The Applicant explained that the figures had not been taken from any particular source. Rather, they were amounts which she had chosen to reflect the stress, confusion, time incurred and inconvenience caused to her as a result.
17. Reference was made in the submissions sent on behalf of the Respondent to the rent increase notice having been delivered to the "lead tenant". The Respondent's representative acknowledged that this was not a term defined in the lease.
18. At clause four of the lease, it is stated:-

"4. COMMUNICATION
The Landlord and Tenant agree that all communications which may or must be made under the Act and in relation to this Agreement, including notices to be served by one party on the other will be made in writing using:
hard copy by personal delivery or recorded delivery; or
the email addresses set out in clauses 2 and 1."
19. It was accepted by the Respondent's representative that:-
 - 19.1. correspondence by email was selected in the lease;
 - 19.2. this clause referred to email addresses plural;
 - 19.3. the lease stated a separate email address for IC and one for the Applicant; and
 - 19.4. the lease did not provide that one of the joint tenants was nominated to accept service of any documents under the lease on behalf of both joint tenants.
20. The Respondent's representative was taken to the Guidance Notes for Landlords on the Rent Increase Notice published by the Scottish Government (the "**Guidance**") which they had sent to the Tribunal as part of their written representations.
21. At paragraph 11 of this Guidance, it states:-

"11. After you sign and date the rent increase notice, you must take steps to ensure your Tenant(s) gets it as soon as possible. You must serve it in one of these ways:
• by handing it to them
• by sending it to them recorded delivery post at the address of the Let Property
• by emailing it to them at their current email address (if they have already agreed that email is their preferred contact method)"
22. The Respondent's representative acknowledged that reference was made in this section of the Guidance to the possibility of tenants plural. The Respondent's representative also acknowledged that this section of the Guidance refers to ensuring that the rent increase notice gets to the Tenants/Tenants as soon as possible.
23. Paragraph 14 of the Guidance states:-

“If you have joint Tenants, all the Tenants must be named in Part 1 of this document or each Tenant must receive an individual copy of this notice.”

24. The Respondent's representative was asked by the Tribunal whether the Respondent accepted that what might be meant by this paragraph of the Guidance is that where there are joint tenants, there is either:-
- 24.1. a rent increase notice addressed to tenant A and a separate rent increase notice addressed to tenant B and the separate rent increase notices are sent to the respective tenants; or
- 24.2. one rent increase notice addressed to tenants A and B and which is then sent to both tenants A and B.
25. The Respondent's representative explained that this was not their interpretation of paragraph 14 of the Guidance. Their interpretation of this paragraph is that there are two ways to comply with this requirement: Either (1) all joint tenants are named in Part 1 of the rent increase notice; or (2) each tenant receives an individual copy of the rent increase notice addressed only to them. The position of the Respondent's representative is that they complied with the first option by ensuring that the Applicant and IC were named within Part 1 of the rent increase notice and then sending this to IC as the “lead tenant”. The Respondent's representative explained that they had sought independent advice on this matter and had been advised that their interpretation of how the rent increase notice could be served was correct. The Respondent's representative did not have any legal authorities which were provided in support of that position to provide to the Tribunal.
26. In the event that the Tribunal was minded to make an order for compensation in favour of the Applicant, their view was that the sum of £600 sought in relation to the first head of compensation claimed for (misinformation, inconvenience and distress) was quite high. This was based on the experience of the Respondent's representative in having dealt previous with different sorts of complaints from tenants.

Findings in Fact

27. The Respondent is the owner and landlord of the Property.
28. The Applicant, together with IC, were the tenants of the Property by virtue of a PRT.
29. The rent due in respect of the tenancy was originally £1,275 due on 22nd of each month.
30. The section entitled “Communications” at clause four of the lease referred to email addresses plural.
31. The parties to the lease agreed that any notices to be served under the lease be served by email to the addresses noted at clauses 1 and 2 of the lease.
32. The lease noted a separate email address for the Applicant and her flatmate, IC.
33. “Lead Tenant” is not a defined term in the lease.
34. The lease does not provide that service of any notices under the lease can be effectively served on both joint tenants if only sent to the email address of one of the joint tenants.
35. A rent increase notice was issued on behalf of the Respondent on 01 June 2025.
36. The rent increase notice sought to increase the rent of the Property from £1,275 per month to £1,351.50 per month from 22 September 2025 onwards.
37. The rent increase notice was sent on behalf of the Respondent by email only.
38. The rent increase notice was sent to IC only on 01 June 2025.
39. The rent increase notice was not sent to the Applicant on 01 June 2025.

40. The Applicant saw the rent increase notice for the first time on 29 September 2025.
41. The Applicant does not wish to challenge the substance of the rent increase notice i.e. that the rent is being increased from £1,275 per month to £1,351.50 per month.
42. The basis on which the Applicant seeks to challenge the rent increase notice is that she was not sent the rent increase notice directly by the Respondent's agents and she was not given as much notice as her flatmate of the increase in the monthly rental payment.

Reasons for Decision

43. The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT.
44. The Tribunal gave careful consideration to all of the background papers including the application, the supporting documentation, the written submissions of the Applicant and Respondent's representative and the oral submissions made at the CMD on behalf of the Applicant.
45. The Tribunal determined that an order could properly be granted at the CMD pursuant to rule 17(4) of the Rules and that there was no need for an adjournment to a further hearing or further Tribunal procedure.

Power to Increase Rent

46. Section 22 of the Private Housing (Tenancies) (Scotland) 2016 Act (the "**2016 Act**") permits a landlord to seek to increase the rent payable under a PRT. This section provides:-

"22 Landlord's power to increase rent

(1) The landlord under a private residential tenancy may increase the rent payable under the tenancy by giving the tenant a notice in accordance with this section ("a rent-increase notice").

(2) The notice must—

(a) specify—

(i) the rent that will be payable once the increase takes effect,

(ii) the day on which the increase is to take effect, and

(b) fulfil any other requirements prescribed by the Scottish Ministers in regulations.

(3) The rent increase takes effect on the effective date, unless before that date—

(a) the landlord intimates to the tenant that the notice is rescinded, or

(b) the tenant makes a referral to a rent officer under section 24.

(4) For the purpose of subsection (3), the effective date is the date of the later of—

(a) the day specified in the notice in accordance with subsection (2)(a)(ii), or

(b) the day after the day on which the minimum notice period ends.

(5) In subsection (4)(b), "the minimum notice period" means a period which—

(a) begins on the day the notice is received by the tenant, and

(b) ends on the day falling—

(i) three months after it began, or

(ii) whatever longer period after it began as the landlord and tenant have agreed between them.

(6) In subsection (5), the reference to a period of three months is to a period which ends in the month which falls three months after the month in which it began, either—

(a) on the same day of the month as it began, or

(b) if the month in which the period ends has no such day, on the final day of that month.”

Content of the Rent Increase Notice

47. A valid rent increase notice is one which conforms to the form prescribed in Schedule 2 of the Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017. In the present case, the content of the rent increase notice is not challenged by the Applicant.

Service of the Rent Increase Notice

48. There are no provisions in the 2016 Act as regards service of notices under the 2016 Act. This means that the rules set out in section 26 of the Interpretation and Legislative Reform (Scotland) Act 2010 apply, which provides:-

“26 Service of documents

(1) This section applies where an Act of the Scottish Parliament or a Scottish instrument authorises or requires a document to be served on a person (whether the expression “serve”, “give”, “send” or any other expression is used).

(2) The document may be served on the person—

(a) by being delivered personally to the person,

(b) by being sent to the proper address of the person—

(i) by a registered post service (as defined in section 125(1) of the Postal Services Act 2000 (c.26)), or

(ii) by a postal service which provides for the delivery of the document to be recorded, or

(c) where subsection (3) applies, by being sent to the person using electronic communications.

(3) This subsection applies where, before the document is served, the person authorised or required to serve the document and the person on whom it is to be served agree in writing that the document may be sent to the person by being transmitted to an electronic address and in an electronic form specified by the person for the purpose.

(4) For the purposes of subsection (2)(b), the proper address of a person is—

(a) in the case of a body corporate, the address of the registered or principal office of the body,

(b) in the case of a partnership, the address of the principal office of the partnership,

(c) in any other case, the last known address of the person.

(5) Where a document is served as mentioned in subsection (2)(b) on an address in the United Kingdom it is to be taken to have been received 48 hours after it is sent unless the contrary is shown.

(6) Where a document is served as mentioned in subsection (2)(c) it is to be taken to have been received 48 hours after it is sent unless the contrary is shown.”

49. In the present case, it is not disputed by the Respondent that the parties to the lease agreed that any notices to be served under the lease be served by email. The question is whether the rent increase notice in this case was properly served on the Applicant on 01 June 2025 by sending a rent increase notice addressed to both joint tenants to the email address of only one of the tenants on that date. For the reasons set out below, the Tribunal answers that question in the negative.

50. Section 78(3) of the 2016 Act provides:-

“In a case where two or more persons jointly are the tenant under a tenancy, references in this Act to the tenant are to all of those persons unless stated otherwise.”

51. The consequence of this section is that, where section 22(1) of the 2016 Act refers to *“The landlord ... giving the tenant a notice in accordance with this section (“a rent-increase notice”)*”, that needs to be understood as giving that notice to all joint tenants unless stated otherwise
52. Parties in the present case have not agreed otherwise. The section entitled “Communications” at clause four of the lease referred to email addresses plural: The lease stated a separate email address for IC and one for the Applicant. The lease did not provide that one of the joint tenants was nominated to accept service of any documents under the lease on behalf of both joint tenants. Accordingly, the Tribunal finds that the rent increase notice in this case was not properly served on the Applicant on 01 June 2025 because section 22(1) of the 2016 Act when read with section 78(3) of the 2016 Act requires that rent increase notice to be sent to all tenants unless otherwise stated and the lease in this case did not agree otherwise.
53. The Respondent has sought to rely on their interpretation of clause 14 of the Guidance. The Tribunal’s position is that when read alongside sections 22 and 78(3) of the 2016 Act, the correct understanding of clause 14 of the Guidance is that, unless stated otherwise, in order to properly serve a rent increase notice a landlord will either have (1) a separate rent increase notice addressed to each tenant which are then sent to each tenant; or (2) one rent increase notice addressed to all of the joint tenants which is then sent to all of the joint tenants.

Disposal of the Application

54. In relation to the declarator sought by the Applicant, the Tribunal finds that the rent increase notice in this case was not properly served on the Applicant on 01 June 2025. .
55. In relation to the financial order sought by the Applicant, as noted above, the Applicant confirmed that she does not wish to challenge the substance of the rent increase notice i.e. that the rent is being increased from £1,275 per month to £1,351.50 per month. The basis on which the Applicant challenged the rent increase notice is that she was not sent the rent increase notice directly by the Respondent’s agents and she was not given as much notice as her flatmate IC of the increase in the monthly rental payment. The Applicant confirmed that she saw the rent increase notice for the first time on 29 September 2025. Accordingly, by 29 December 2025, she had received three months’ notice of the increase sought by the Respondent. During the period September 2025 to December 2025, the Applicant paid the sum of £675.75 per month to the Respondent’s representative for rent for the Property despite her objections to the rent increase notice. That was an increase of £38.25 per month from the level of rent which the Applicant had paid before this date. The Tribunal is prepared to make an award in favour of the Applicant in relation to the financial order sought in the sum of £153.00 being the additional sum of £38.25 per month which the Applicant paid between September and December 2025 before she had received three months’ notice of the rent increase notice.
56. In relation to the compensation sought, the Applicant was unable to direct the Tribunal to any source for the amounts of compensation sought. The conduct complained of is directed by the Applicant towards the agents who manage the Property for the Respondent. The Tribunal considers that it would therefore be

more appropriate for the Applicant to seek to resolve that complaint with the Respondent's agents directly, which failing, their regulatory body. The Tribunal determined that there were no provisions in the 2016 Act which obliged a Tribunal to award compensation for the conduct complained of in this case in an application under Rule 111. Accordingly, the Tribunal declined to make an award of compensation in favour of the Applicant.

Decision

57. In all the circumstances, the Tribunal was satisfied to make an award in favour of the Applicant against the Respondent in the sum of ONE HUNDRED AND FIFTY-THREE POUNDS (£153.00) STERLING.

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.

Serena Weir

26TH May 2026

Legal Member/Chair

Date