



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 (1) of the Private Housing (Tenancies) (Scotland) Act 2016 ("The Act")

Chamber Ref FTS/HPC/TE/25/2424 and FTS/HPC/TE/25/2425

Re: Property at West Park Cottage, Dunnet, Thurso, KW14 8XD ("the Property")

Parties:

Mr Joseph Lord, West Park Cottage, Dunnet, Thurso, KW14 8XD ("the Applicant")

Mrs Fiona Macleod, Bayview, Dunnet, Thurso, KW14 8YD ("the Respondent")

Tribunal Members:

Mr Andrew McLaughlin (Legal Member)

Mr Ahsan Khan (Ordinary Member)

Decision

Background

[1] In the above Applications, the Applicant seeks a sanction of three times the monthly rent payable under the tenancy between the parties on account of the Respondent having failed to provide the Applicant with the information required by Sections 10 and 11 of the Act.

What information is required?

[2] Section 10 is in the following terms.

10Duty to provide written terms of tenancy

(1) Where the terms of a private residential tenancy are not set out in writing between the parties, the landlord must, before the end of the day specified in subsection (2) or (as the case may be) (3), provide the tenant with a document which sets out all of the terms of the tenancy.

(2) The day referred to in subsection (1) is —

(a) the day on which the tenancy commences, if the tenancy is a private residential tenancy on that day, or

(b) the day falling 28 days after the day on which the tenancy became a private residential tenancy, if it became one after the day on which the tenancy commenced.

(3) If, as a result of a subsequent change to its terms, all of the terms of a private residential tenancy are no longer set out in writing —

(a) subsection (2) does not apply, and

(b) the day referred to in subsection (1) is the day falling 28 days after the change to the tenancy's terms takes effect.

[3] Section 11 is in the following terms

11Duty to provide specified information

(1) The Scottish Ministers may by regulations impose a duty on any person who is, or is to be, the landlord under a private residential tenancy to provide the person who is, or is to be, the tenant —

(a) with information specified in the regulations,

(b) by a deadline specified in the regulations.

(2) The power to specify information under subsection (1)(a) includes the power to specify the form in which the information is to be provided.

(3) Before making regulations under subsection (1), the Scottish Ministers must consult such persons representing the interests of tenants and landlords under private residential tenancies as they think fit.

(4) But subsection (3) does not apply in any case in which consultation has been carried out by the Scottish Ministers more generally, without specific reference to such tenants and landlords.

What are the Regulations referred to in Section 11?

[4] *The Private Residential Tenancies (Information for Tenants) (Scotland) Regulations 2017 ("The Regulations").*

What ought to be provided?

[5] Regulations 2 and 3 provide as follows:

2.—(1) *Where a duty arises by virtue of section 10(1) of the Act (duty to provide written terms of tenancy) the landlord must provide the tenant with—*

(a) a paper document; or

(b) an electronic document.

(2) A document under paragraph (1) may be in the form of—

(a) the Model Private Residential Tenancy Agreement for a private residential tenancy(2); or

(b) a tenancy agreement drafted by the landlord.

3.—(1) *For the purposes of section 11(1)(a) of the Act (duty to provide specified information), the person who is, or is to be, the landlord under a private residential tenancy must provide the person who is, or is to be, the tenant with—*

(a) where the written terms of the tenancy are in the form of the Model Private Residential Tenancy Agreement (3), the Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement(4); or

(b) where the written terms of the tenancy are in the form of a tenancy agreement drafted by the landlord, the Private Residential Tenancy Statutory Terms Supporting Notes(5).

(2) For the purposes of section 11(1)(b) of the Act, the deadline by which the person who is, or is to be, the landlord under a private residential tenancy must provide the person who is, or is to be, the tenant with the information specified in paragraph (1) is—

(a) before the end of the day on which the tenancy commences, if the tenancy is a private residential tenancy; or

(b) before the end of the day falling 28 days after the day on which the tenancy became a private residential tenancy, if it became one after the day on which the tenancy commenced.

(3) Where a duty arises by virtue of section 11(1) of the Act, the information provided under paragraph (1) by the landlord to the tenant must be in the form of—

(a) a paper document; or

(b) an electronic document.

[6] In Application with reference ending 2424, the Respondent is said to have breached their obligations by belatedly providing a brief home made, “rental agreement” rather than a proper standard Private Residential Tenancy Agreement (PRT) and in Application with reference ending 2425, also by failing to provide the “easy read notes”. However, if the Applicant is alleging that the Applicant failed to utilise the model PRT agreement then the correct criticism ought to be that the Respondent neglected to provide the “Private Residential Tenancy Statutory Terms Supporting Notes.”

[7] The Tribunal had before it a copy of the rental agreement and relevant correspondence between the parties. The Respondent had submitted representations setting out their position.

[8] The Application called for a Case Management Discussion ("CMD") at 10am on 17 December 2025. The Applicant was present together with Ms McCrory from Citizens Advice Bureau. The Respondent was represented by Mr Holligan, solicitor. A related Application seeking that the Tribunal draw up terms was withdrawn as the tenancy has now ended.

[9] The Tribunal noted that the Respondent's position was that the breaches were trivial and had no material impact on the Applicant. The Respondent was not really a landlord and was doing the Applicant a favour by letting out the Property to the Applicant. She did provide a tenancy agreement of sorts, and she didn't know she was doing anything wrong. The Respondent therefore appeared to accept that the information required by sections 10 and 11 of the Act had not been provided. The question therefore appeared to be the approach the Tribunal should take to considering whether any sanction should be imposed.

[10] The Applicant was said to have been left uninformed about the nature of the tenancy and deprived of the information Parliament had intended to be included in a PRT.

[11] The Tribunal decided that it was a discretionary matter for the Tribunal as to what award, if any, should be made in terms of Section 16. The Tribunal took the view that any such decision should only be made by a full Tribunal having heard evidence at a Hearing.

[12] The Tribunal therefore decided to continue the Applications to a Hearing by conference call for evidence to be heard and a final decision to be made.

The Hearing

[13] The Application called for a Hearing by conference call on 17 June 2026. The Applicant was personally present together with his representative, Ms McCrorie. The Respondent was personally present. The Tribunal began hearing evidence from the parties. Each party had the opportunity to cross-examine each witness. The Tribunal asked questions throughout to ensure that it understood the evidence given. At the conclusion of evidence, each party also had the opportunity to make closing submissions.

[14] The Tribunal comments on the evidence heard as follows.

The Applicant- Mr Joseph Lord.

[15] The Applicant, Mr Lord moved into the Property with his family from West Yorkshire on around 1 November 2024. He had found the property through Facebook and made

contact with the Respondent and entered into an arrangement to move into the Property. He wasn't asked to sign any "*paperwork*". He paid the Respondent a deposit of £750.00 in cash. The rent was going to be £650.00 a month but was reduced down to £500.00 a month in recognition of certain repairing issues in the Property. These included the floor sinking throughout the house, the gable end becoming at risk of collapse and windows sticking open.

[16] The Applicant explained that when he moved in, he asked the Respondent to sign something to formalise proceedings. The Applicant said that it was around three weeks after he moved in that he began being more vocal in requesting formal documentation. He mentioned that he needed it in part to assist with him receiving state benefits that were being held up by the lack of a written tenancy. The evidence from all witnesses about when exactly a tenancy agreement was signed was somewhat vague and contradictory. The Applicant appeared to settle on a date of 31 January 2025 as being a when he received and signed a tenancy. He did not recall ever actually being sent anything signed by the Respondent. The Respondent would later give a somewhat vague account of attempting to provide something earlier, but that evidence was unclear and lacking in detail.

[17] The Applicant was unfamiliar with Scots tenancy law and did not know that the creation of a private residential tenancy bestowed him with a degree of security of tenure. The Applicant ultimately discontinued making payments of rent on account of the various repairing issues in the Property and so the Applicant said that the lack of a proper tenancy agreement and the associated guidance was not simply academic but caused him genuine disadvantages in establishing his rights.

[18] The Applicant explained that the only response he received to his concerns was a notice to leave which he received in April 2025. He felt that was a poor response and was probably motivated by his requests for basic formal documentation.

[19] Mr Lord moved out of the Property in November 2025. The Notice to Leave was based on the Respondent wishing a family member to move into the Property- her daughter.

The Respondent- Mrs Fiona MacLeod

[20] Ms MacLeod maintained her position as advanced at the previous CMD. She explained that she wasn't aware of the law. She considered that by offering the Property to the Applicant, she was doing a good deed. The Respondent spoke somewhat vaguely about getting advice about the legalities of the tenancy process. On questioning this advice appeared to come from a friend. The Respondent also said she had looked online for information. The Tribunal asked the Respondent why she wouldn't have quickly understood the need for a tenancy document. The Respondent's answers were unclear. The Respondent discussed the issues with the repairing problems at the Property and sought to describe the breaches as inadvertent and trivial.

Comment on the evidence

[21] The Tribunal found the evidence of the Applicant to be largely credible and reliable. It was delivered in a common-sense manner and was largely self-explanatory. The Applicant was vague about the exact date he received or signed a tenancy, but that confusion perhaps was understandable given that he was not simply asked to sign one prior to moving into the Property.

[22] The Respondent's evidence came across as somewhat harder to accept. She said on more than one occasion that she thought she was doing a good deed and she described herself as someone who generally helps others. The Tribunal felt that the Respondent was unwilling to hold her hands up and simply acknowledge that mistakes had been made. The Tribunal did not consider that the Respondent had a reasonable excuse for her breaches. She was simply ignorant of her responsibilities.

[23] Having considered the documentation and having heard evidence the Tribunal made the following findings in fact.

Findings in fact

1. *Mr Lord moved into the Property with his family from West Yorkshire on around 1 November 2024.*
2. *The Respondent owns the Property and let the Property to the Applicant and was his landlord during the course of the Applicant's tenancy.*
3. *The Applicant had found the property through Facebook and made contact with the Respondent and entered into an arrangement to move into the Property. He wasn't asked to sign any written tenancy agreement.*
4. *Although initially undocumented, there was a Private Residential Tenancy Agreement created between the parties.*
5. *The Applicant paid the Respondent a deposit of £750.00 in cash. The rent was initially to be £650.00 a month but was reduced down to £500.00 a month in recognition of certain repairing issues in the Property. These included the floor sinking throughout the house, the gable end facing potential collapse and windows sticking open.*
6. *Around three weeks after the Applicant moved into the Property, he began being more vocal in requesting formal documentation. The Applicant required a written tenancy agreement to assist with receiving state benefits that were being held up by the lack of a written tenancy.*
7. *The Applicant eventually signed a tenancy agreement with which he was provided on or around 31 January 2025. The tenancy agreement was not the model PRT Agreement, and the Applicant was not provided with the Easy Read notes or the Private Residential Tenancy Statutory Terms Supporting Notes within the meaning of the Act.*

8. *The Respondent had not educated herself regarding the legal responsibilities of being a landlord. The Respondent was casual and amateurish in her administration of the tenancy arrangements between the parties.*
9. *The Respondent had no reasonable excuse for failing in her duties.*

Decision

[24] Having made the above findings in fact, the Tribunal found that the Respondent had failed to provide the Applicant with a written tenancy agreement within 28 days of the commencement of the Private Residential Tenancy agreement between the parties in breach of Section 10 (2) (b) of the Act. The Tribunal concludes that the Applicant received a written tenancy agreement on or around 31 January 2025 which is a period of 91 days after the commencement of the tenancy. The Respondent also failed to provide the Applicant with the Easy Read notes or the Private Residential Tenancy Statutory Terms Supporting Notes within the meaning of the Act. The Application refers to the Easy Read Notes but the Tribunal construes the Application as setting out clearly enough that the Application did not supply the necessary guidance. The Respondent therefore also breached Section 3 (1) (b) of the Regulations.

[25] The Tribunal finds that the Respondent's casual approach to the management of the tenancy caused the Applicant a minor degree of prejudice in that it deprived him of a comprehensive summation of his rights as a tenant under the Private Residential Tenancy. This was not academic as the Property clearly did have repairing issues and guidance regarding the repairing standard and grounds upon which the tenancy could be ended were relevant. This prejudice however was limited as the Applicant was able to obtain information regarding his rights from resources that were readily available online.

[26] The Tribunal's powers are set out in Section 16 of the Act as follows:

16 First-tier Tribunal's power to sanction failure to provide information

(1) On an application by the tenant under a private residential tenancy, the First-tier Tribunal may make an order under subsection (2) where—

(a) the landlord has failed to perform a duty arising by virtue of section 10 or 11 to provide the tenant with information,

(b) at the time the First-tier Tribunal considers the application, the landlord has still not provided the tenant with the information, and

(c) the landlord does not have a reasonable excuse for failing to perform the duty.

(2) An order under this subsection is one requiring the landlord to pay the person who made the application an amount not exceeding—

- (a)three months' rent, if the order is in respect of a failure by the landlord to perform —*
- (i)a duty arising by virtue of section 10, or*
- (ii)one or more duties arising by virtue of section 11,*
- (b)six months' rent, if the order is in respect of a failure by the landlord to perform —*
- (i)a duty arising by virtue of section 10, and*
- (ii)one or more duties arising by virtue of section 11.*

[27] The Tribunal takes the view that the Respondent's actions ought to be subject to a sanction. In assessing the appropriate level of sanction, the Tribunal has taken account of the fact that the Respondent was an inexperienced landlord who had not previously let the Property as part of a rental business and does not intend to do so again. The Tribunal is satisfied that the breaches arose through ignorance and poor administration rather than any deliberate attempt to withhold information from the Applicant or deprive him of knowledge of his rights. The Tribunal has also had regard to its finding that the prejudice suffered by the Applicant was limited and amounted to little more than inconvenience. Taking a common-sense approach and having regard to the whole circumstances of the case, the Tribunal determines that a nominal award of £100.00 is appropriate.

A. McLaughlin

Legal Member/Chair

2 August 2026
Date

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.

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.