



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) Act 2016

Chamber Ref: FTS/HPC/CV/25/5484

Re: Property at 4/3 Carrick Knowe Avenue, Edinburgh, EH12 7BX (“the Property”)

Parties:

Peace Echeonwu, 21/6 West Craigs Crescent, Edinburgh, EH12 8NA (“the Applicant”)

Susan Kerr Mitchell, 13 Craigs Crescent, Edinburgh, EH12 8HT (“the Respondent”)

Tribunal Members:

Joel Conn (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) refused the application for the following reasons:

- 1) This was an application by the Applicant for civil proceedings in relation to a private residential tenancy in terms of rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended (“the Rules”), namely an order for repayment of rent said to have been overpaid (though there was also reference to seeking “compensation for all the stress and trauma suffered including reputational damage”). The PRT in question was by the Respondent to the Applicant commencing on 1 December 2019 (though the Respondent relied upon a different Tenancy agreement which was said to commence on 28 April 2020, though no part of the application relied upon the commencement date of the Tenancy).
- 2) The application was lodged with the Tribunal on 9 December 2025. The Applicant represented herself in lodging the application. It sought £1,727.50 said to be made out from “rent I overpaid above the lawful rent”. Bank statements were lodged for the period from 28 April 2020 to 30 December 2024

showing that rent was initially paid at £700/m, being the level of rent in the Tenancy Agreement, but thereafter at £750/m from 28 September 2022 and £772.50 from 30 September 2023. The arithmetic supporting the figure of £1,727.50 was not made clear, but I noted 12 payments at £750 and 13 payments of £772.50 in the bank statements (along with a number of payments for lower sums). This would appear to amount to around £1,500 of rent paid above the level of £700/m.

- 3) Prior to the case management discussion (“CMD”) the Respondent lodged submissions and productions, including Rent Increase Notices of: (i) 16 May 2022 for an increase in rent to £750 from 28 August 2022; and (ii) 21 May 2023 for an increase in rent to £772.50 from 28 August 2023, along with photographic evidence of hand-delivery of both notices, and text exchanges from 2022 and 2023 between the parties where the Respondent referred to such notices having been issued.
- 4) On 29 May 2026, shortly before the CMD, the Applicant sought “a short extension or postponement” on the following grounds:

I am currently unrepresented, as Citizens Advice Edinburgh has confirmed they are unable to provide specialist casework or Tribunal representation in complex housing matters. I have therefore been advised to seek independent legal advice and representation.

I am actively contacting solicitors; however, I have not yet been able to secure instructions before the hearing date. Proceeding without representation would place me at a significant disadvantage given the legal and procedural complexity of the case

- 5) The Respondent opposed the postponement and made reference to prior attempts by the Applicant to, unsuccessfully, seek legal advice in regard to a prior application for eviction.
- 6) On considering the application, I refused same and provided my reasoning to the parties as follows:

The Applicant raised the action on the basis that she was self-representing, and it is not clear to the Tribunal what (if anything) has changed to lead her to regard legal representation as necessary. Further, the Tribunal notes that the Applicant regards the matters as complex, which view is not shared by the Respondent. The Tribunal, as matters stand, does not regard the issues as unduly complex, in particular in the context that the Applicant was sufficiently comfortable with the issues so as to raise the application herself initially. The Applicant has failed not make clear the issues which she regards as complex and on which she thinks legal advice is necessary.

In the circumstances, the CMD will proceed so as to consider the issues in dispute and appropriate further procedure.

In regard to further procedure, the Applicant is free to move at the CMD for a continuation so as to seek legal advice. Parties are reminded, however, that the Tribunal is entitled to make a final decision at a CMD and whether that is appropriate will also be considered when further procedure is discussed.

The Hearing

- 7) The matter called for a CMD of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted by remote telephone conference call, on 2 June 2026 at 14:00. I was addressed by both parties personally.
- 8) I sought the Applicant's position on the Rent Increase Notices relied upon by the Respondent. There was an amount of speaking at cross-purposes until it was identified that there was a further Rent Increase Notice from 2024, not lodged by the Respondent. In summary, it was a matter of agreement between the parties that at some point around late Spring 2024 the Respondent issued a third Rent Increase Notice to increase the rent to £865/month but the Applicant never made any payments at this higher rent. It was also agreed that the Applicant took some steps to object to the 2024 notice, though the extent of these steps were not agreed between the parties. (The Respondent said she only received communication from a CAB, and matters progressed no further. The Applicant said that a friend provided her with informal legal advice about referring matters to a Rent Officer. She then did that and contacted the CAB, and received advice from both that the notice was not a valid increase.)
- 9) I sought clarification from the Applicant as to her position on the 2022 and 2023 notices. Her position was as follows:
 - a) Neither of the notices she received were signed. I drew her attention to the copies lodged by the Respondent having been signed, but the Applicant insisted that the copies she received were not signed and she could provide evidence of this if given an opportunity.
 - b) She accepted that she had not referred either notice to a Rent Officer.
 - c) She accepted that she had made payments at the higher rents from September 2022 and then again in September 2023.
 - d) She said that she had never received a new tenancy agreement showing the increased rent in either occasion. She said that her experience of all other landlords was that new tenancy agreements were provided when rent was increased.
 - e) She had text exchanges with the Respondent complaining about the increased rent after at least one of the notices, which texts she could provide if given an opportunity. In light of these texts, the Applicant submitted that her subsequent payment of the rent at the increased amount did not amount to acceptance of the increase.
- 10) The Applicant relied on a number of extenuating factors in connection with why she had not referred the 2022 and 2023 notices to a Rent Officer and why she should not be held to have accepted them:
 - a) She had suffered a bereavement around the time of one of the notices. She had also suffered various pressures at other times regarding her

studies, her work and her visa. These issues had, at different times, placed her in a position where she felt it was simpler to make the increased payments.

- b) She had felt pressured by the Respondent to make payment. The Applicant said she had evidence of communication with the Respondent where she had complained about increased rent and the Respondent's response indicated that she would seek eviction if increased rent was not paid. (The Respondent interjected on this, to dispute any such communications.)
- 11) The Respondent's position was fully covered within her submissions: she had validly issued Rent Increase Notices and the Applicant had paid the increased rent. She made further submissions regarding a poor relationship with the Applicant, in particular through the period of seeking eviction. To this the Applicant, later in the CMD, made her own comments disputing the Respondent's version of events and saying that part of the case against her for eviction was inaccurate. None of these issues, raised by either party, had a bearing on the current application and I did not seek further submissions.
 - 12) In regard to further procedure, the Applicant referred to the further documentation she could lodge and that she still wished to seek legal representation. She submitted that a fair determination required a continuation so that she may seek legal advice and lodge further documentation.
 - 13) No motion was made expenses.

Findings in Fact

- 14) The Respondent let the Property as a Private Residential Tenancy to the Applicant ("the Tenancy") from in or around early 2020 until in or around Autumn 2025.
- 15) In terms of clause 7 of the Tenancy Agreement, the Applicant required to pay rent of £700 a month in advance on the 28th day of each month.
- 16) On or about 16 May 2022, the Respondent served upon the Applicant a Rent Increase notice in the statutory form intimating a wish to increase rent to £750 from 28 August 2022.
- 17) The Applicant did not seek to refer the notice of May 2022 to a Rent Officer.
- 18) The Applicant did not challenge the notice of May 2022 as providing insufficient notice of the rent increase.
- 19) The Applicant paid rent at the rate of £750 from 28 September 2022.
- 20) On or about 21 May 2023, the Respondent served upon the Applicant a Rent Increase notice in statutory form intimating a wish to increase rent to £772.50 from 28 August 2023.

- 21) The Applicant did not seek to refer the notice of May 2023 to a Rent Officer.
- 22) The Applicant did not challenge the notice of May 2023 as providing insufficient notice of the rent increase.
- 23) The Applicant paid rent at the rate of £772.50 from 30 September 2023.

Reasons for Decision

- 24) The application was in terms of rule 111, being an order for civil proceedings in relation to a PRT. In regard to further procedure, I declined to agree to a continuation as I was satisfied that, on the basis of the application and supporting papers, that all relevant facts were before the Tribunal at the CMD and there was no dispute on any matter which had a bearing on the material legal and factual questions.
- 25) Specifically:
 - a) On the matter of seeking a continuation for legal representation, the Applicant's argument was that the issues of how rent should be increased under a PRT were complex and she was not expert in them. I noted, however, that she had raised the claim herself and had thus already taken a view on such issues. When pressed on this the Applicant did not provide an explanation as to what had altered her confidence or changed her mind on the legal issues. In particular, she did not refer to the Respondent's submissions as raising any new issue that had not already been present at the time of raising the application (and, for completeness, I did not see that the Respondent's submissions did raise any new legal issue). The Applicant did not provide an explanation as to what part of the rent increase procedures she believed to be complex. I was not satisfied that they were. They are designed to be user-friendly and the statutory notice contains copious guidance. In the circumstances, and in consideration of Rule 2 (the "overriding objective") I did not regard a continuation for the Applicant to seek legal advice to be merited. Indeed, I regarded progress towards a swift determination in the application to be in accordance with the overriding objective as it dealt "with the proceedings in a manner which is proportionate to the complexity of the issues", used "the special expertise of the First-tier Tribunal effectively", and avoided "delay, so far as compatible with the proper consideration of the issues".
 - b) On the matter of further documentation:
 - i) Regarding any text communications with the Respondent after the 2022 or 2023 Notices, where the Applicant may have raised a dispute about the level of the rent, the Applicant confirmed on a number of occasions that she did not refer matters to a Rent Officer, and did pay the increased rent. She did not claim that the communications with the Respondent raised any issue about the validity of the notices, nor that she intimated that she was paying but under reservation of legal rights in regard to any particular issue. I could not discern a legal relevance to the communications that the Applicant wished to lodged. As I understood it, the Applicant referred

only to texts disputing with the Respondent what an appropriate level of rent would be, prior to the Applicant then paying at the requested level nonetheless. (I noted that the Respondent provided a text where the Applicant had asked to pay only £720/m but the Respondent refused to agree rent at that level. Even if there were further emails, the Applicant did not satisfy me that they were materially different in nature to those already lodged by the Respondent.)

- ii) Regarding the Applicant's claim that she had evidence that the 2022 and 2023 notices were both provided to her unsigned, there is no statutory requirement in section 22 of the 2016 Act for a signed notice, other than insofar the statutory style includes a section for signing by the landlord or agent. The material provisions of a Rent Increase Notice (both from section 22, and the style form in Schedule 2 of the *Private Residential Tenancies (Prescribed Notices and Forms) (Scotland) Regulations 2017/297*) are not reliant on a signature on the form. It is the information within the form that is the material communication to the tenant. If the notices served upon the Applicant were not signed, but otherwise were in the appropriate form as lodged by the Respondent (on which no dispute was put forward by the Applicant), the notices were still valid. Even if the lack of signature could be said to be an "error" in the notice, it was not one that materially affected the document (and so section 73 of the 2016 Act would apply, and the notice would remain valid).

Accordingly, I did not regard a continuation for the further documentation to be required and, again, held that the overriding objective favoured swift determination.

- 26) In the circumstances, the facts were simple. The Respondent drafted a notice in May 2022 increasing the rent to £750 from 28 August 2022. This notice was intimated on the Applicant. The Applicant (belatedly in September 2022) started making payments at the higher rent. This was then repeated in 2023 almost exactly, but now at £772.50. Beyond this, even if there was a material irregularity or error in the notices, the documentation amounted to a request by the Respondent for an increased rent which the Applicant then accepted by way of payment (apparently without legal reservation). This would amount to a valid contractual variation.
- 27) The Applicant's further points offer no defence. It is not correct that a landlord must provide a fresh lease if the rent is increased. Section 22 and the style Rent Increase Notice allow such increases of rent to be put into place without a new lease being agreed. In regard to her personal circumstances, though grief and stress may affect a person's ability to attend to their affairs they do not provide a retrospective ability to challenge valid contractual procedures long after they have been undertaken. In regard to the disputed communications as to whether the Respondent implied that eviction would be sought if the rent was not increased, the 2016 Act provides a structure of protections for a tenant regarding increasing the rent. The Applicant is not entitled to additional novel protections if she declines to rely on the Act's provisions at the time (such as

referral to a Rent Officer) and belatedly claims to have withheld from taking some step due to duress.

- 28) In regard to that element of the application which is said to be addressed to “compensation for all the stress and trauma suffered including reputational damage”, as I do uphold any claim against the Respondent in regard to allegedly overpaid rent, there is no merit in considering any damages claim. Nothing was contained with the application that appeared to relate to such a claim or quantify it. If vouching may have been contained in documentation not yet lodged, a continuation to allow for lodging is not appropriate as the claim would remain unsustainable.
- 29) In all the circumstances, I was satisfied that the application had no basis in law even if further evidence was provided. The Rules allow at rule 17(4) for a decision to be made at CMD as at a hearing before a full panel of the Tribunal. I was thus satisfied to make a decision at the CMD to refuse the application.

Decision

- 30) In all the circumstances, I refuse the application.

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.

Joel Conn

2 June 2026

Legal Member/Chair

Date