Housing and Property Chamber
First-tier Tribunal for Scotland

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 48 of the Housing (Scotland) Act 2014

Reference number: FTS/HPC/LA/26/0298

The Parties:

Mr Tsonko Ivanov, 3/3 4 Cowen Street, Glasgow, Glasgow, G12 8PF ("the Applicant")

Stewart Property Management Ltd, 3 Grierson Avenue, Edinburgh, EH5 2AP ("the Respondent")

Tribunal Members:

Nairn Young (Legal Member) and Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that:

- Background

This application seeks a letting agent enforcement order ('LAEO') for alleged breaches of the Letting Agent Code of Practice ('LACP'). It called for case management hearing ('CMD') at 10am on 11 September 2026. The Applicant was on the call in-person. The Respondent was not on the call and was not represented.

Notification of the CMD was sent by post to the Respondent at the address it is registered at on the Scottish Letting Agents Register on 23 July 2026. The Tribunal was therefore satisfied that it was aware of the CMD, but had chosen not to defend the application.

- Relevant Law

The following provisions are of relevance to this application:

Section 46 of the Housing (Scotland) Act 2014 ('the Act') states:

"Letting Agent Code of Practice

> (1) The Scottish Ministers may, by regulations, set out a code of practice which makes provision about—
>
> > (a) the standards of practice of persons who carry out letting agency work,
> >
> > (b) the handling of tenants' and landlords' money by those persons, and
> >
> > (c) the professional indemnity arrangements to be kept in place by those persons.
>
> (2) The code of practice is to be known as the Letting Agent Code of Practice.
>
> (3) Before making regulations under subsection (1), the Scottish Ministers must consult such persons as they consider appropriate on a draft of the code of practice."

In terms of the powers granted under this section, the Scottish Ministers produced the Letting Agent Code of Practice (Scotland) Regulations 2016, which contained the LACP in its Schedule. This came into force on 31 January 2018.

The following paragraphs of the LACP were referred to (in this context 'you' refers to the letting agent in question):

“16. You must conduct your business in a way that complies with all relevant legislation.

17. You must be honest, open, transparent and fair in your dealings with landlords and tenants (including prospective and former landlords and tenants). …

19. You must not provide information that is deliberately or negligently misleading or false. …

28. You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening. …

41. You must comply with relevant legislation on the marketing and advertising of properties for rent. For example, you must include a landlord's registration number (or clearly state ‘landlord registration pending’) and the energy performance indicator from the property's energy performance certificate (EPC) in your property advertisements and remove lettings boards within 14 days of the property being let. …

62. If you prepare a tenancy agreement on the landlord's behalf, you must ensure it meets all relevant legal requirements and includes all relevant information (such as the name and address of the landlord or name and address of the letting agent and the identity of the landlord; type; length of tenancy where it is a short assured tenancy; amount of rent and deposit and how and when they will be paid; whether it is a house in multiple occupation; as well as any other responsibilities on taking care of the property, such as upkeep of communal areas and the cleaning required at the end of the tenancy); and any specifically negotiated clauses (for instance whether there will be landlord or agent inspections/visits) agreed between the landlord and the prospective tenant. The agreement must also include the landlord's registration number. …

64. At the start of the tenancy, you must give the tenant a copy of the tenancy agreement along with any other relevant statutory documents. …

90. Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures. …

93. If there is any delay in carrying out the repair and maintenance work, you must inform the landlords, tenants or both as appropriate about this along with the reason for it as soon as possible. …

100. You must not try to persuade or force the tenant to leave without following the correct legal process. …

107. You must take all reasonable steps to ensure your letting agent registration number is included in all relevant documents and communications in line with your legal requirements under the 2014 Act. …

111. You must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening. …

127. You must have a clear written policy and procedure for debt recovery that lists a series of steps you will follow unless there is good reason not to. This should include setting out at what point you will contact any guarantor. The procedure must be clearly, proportionately and reasonably applied. It must set out how you will deal with disputed debts. …

129. When you contact landlords, tenants or guarantors who owe you money, you or any third party acting on your behalf must not act intimidatingly or threateningly. Nor must you knowingly or carelessly misrepresent your authority and/or the correct legal position. …

137. You must notify the appropriate authorities, such as the Police or National Crime Agency, if you suspect any person using your services is engaged in money laundering, human trafficking, or another criminal activity.”

Section 48 of the Act states (so far as relevant to this application):

“Applications to First-tier Tribunal to enforce code of practice

(1) A tenant, a landlord or the Scottish Ministers may apply to the First-tier Tribunal for a determination that a relevant letting agent has failed to comply with the Letting Agent Code of Practice.

(2) A relevant letting agent is … in relation to an application by a tenant, a letting agent appointed by the landlord to carry out letting agency work in relation to the house occupied (or to be occupied) by the tenant…

(3) An application under subsection (1) must set out the applicant's reasons for considering that the letting agent has failed to comply with the code of practice.

(4) No application may be made unless the applicant has notified the letting agent of the breach of the code of practice in question.

(5) The Tribunal may reject an application if it is not satisfied that the letting agent has been given a reasonable time in which to rectify the breach.

(6) Subject to subsection (5), the Tribunal must decide on an application under subsection (1) whether the letting agent has complied with the code of practice.

(7) Where the Tribunal decides that the letting agent has failed to comply, it must by order (a “letting agent enforcement order”) require the letting agent to take such steps as the Tribunal considers necessary to rectify the failure.

(8) A letting agent enforcement order—

(a) must specify the period within which each step must be taken,

(b) may provide that the letting agent must pay to the applicant such compensation as the Tribunal considers appropriate for any loss suffered by the applicant as a result of the failure to comply."

- Findings in Fact

This matter proceeds as undefended. The following facts, as set out in the application, were considered relevant to the Tribunal's decision.

1. The Applicant is a tenant of a property in regard to which the Respondent is the appointed letting agent, in terms of a private residential tenancy with a start date of 9 July 2020.

2. On 14 December 2025, the Applicant sent a letter to the Respondent setting out his assertion that it was in breach of paragraphs 16, 17, 19, 28, 41, 62, 64, 75, 90, 93, 100, 107, 111, 127, 129 and 137 of the LACP.

3. That letter set out the following facts to support that assertion [all punctation and formatting as in the original]:

"1. You failed to provide the correct necessary information and evidence to the tenants at the start of the tenancy for 2/1, 9 Moir Street. This includes:

a. The correct Letting Agent Registration Number, as required under the Housing (Scotland) Act 2014 s.36(2)(a)
b. The correct Landlord Registration Number
c. The services you would be carrying out as Letting Agent

2. You failed to ensure the landlord carried out the required safety tests for the property, which is required under the Housing (Scotland) Act 2006 s.19A & Regulation 6(2)(b) of The Energy Performance of Buildings (Scotland) Regulations 2008 & Regulation 5 of the same & Repairing Standard statutory guidance (Section D.29):

a. The tenancy for 2/1, 9 Moir Street, commenced in 2020. Prior to this, the most recent EPC was issued in 2009, meaning it expired in 2019 - also using the expired one to market property
b. The latest EICR before the tenancy was issued in 2017, so it was valid when the tenancy commenced, but was not updated when it expired in 2022
c. Failure to Assess Legionella Risk The only Legionella Risk Assessment provided dated back to 13 May 2015 and had never been updated. This breached the Repairing Standard statutory guidance (Section D.29), which requires risk assessments to be regularly reviewed at intervals of no more than two years

3. You failed to carry out the repairs requested by the tenant within a reasonable timeframe

4. You provided misleading information to the tenant on how and when they could end their tenancy agreement and cease their obligation to pay rent

5. You threatened the tenant with illegal rent increases and illegal weekly inspections to try and get them to co-operate with you

6. You did not notify the correct authorities when one of your tenants assaulted the other twice, forcing them to vacate the property e.g. Council of potential homelessness

7. You continually harassed and threatened the tenant with abusive text messages in order to recover rent arrears, not following correct debt recovery procedures

8. You issued to Notices to Leave on behalf of Landlord without checking if they are compliant in order to intimidate tenants into giving up on tenancy prematurely

9. You provided false information to Deposit scheme claiming rent arrears were over 4800£

10. You did not provide policy for debt recovery which is followed to recover rent arrears”

4. The Respondent has not replied to this letter.

5. The Applicant has incurred distress and inconvenience as well as financial loss as a result of the breaches of the code which he values at £6,371.30.

- Decision

6. The Applicant has set out his case carefully and in detail, including a breakdown of his financial loss. Taken at face value, and noting that his previously-alleged breach of para.75 does not form part of this application, his case regarding the breaches of the LACP is made out. Given that the matter is undefended, the Tribunal therefore finds that the alleged breaches occurred. Having made that finding, it must make a LAEO to require rectification.

7. The Applicant has asked that any LAEO require an apology for the harassing and abusive communication issued by the Respondent. Given that the Respondent has chosen not to defend this matter, the Tribunal considers that there is some value in directing this course of action, in allowing the Respondent formally to acknowledge its failing and in vindication of the Applicant’s persistence. The Applicant has also requested that compensation for the loss he has suffered be granted. This is also a fair requirement to make.

8. The Applicant has asked that an LAEO include a direction that all required safety testing be carried out for ’all relevant properties.’ The Tribunal will decline to include such a direction in the LAEO. In the first instance, it considers that it would merely be duplicating what is already a legal

requirement on the Respondent. Further, it does not consider that a requirement worded in this manner would be sufficiently specific to include, where potential criminal sanctions would follow for non-compliance.

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.

28 October 2026

_____	_____
Legal Member/Chair	**Date**