

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) issued under Section 26 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017(The Procedure Rules)' in an application under section 48 of the Housing (Scotland) Act 2014 (The Act').

Chamber Ref: HPC/LA/26/0994

3 Old Station Brae, Troon, KA10 6RT ('the Property')

The Parties:

Matthew Duffy, 6E Prestwick Road, Ayr, KA8 8LA (the Applicant and former Tenant)

JC Roxburgh Properties Limited trading as Roxburgh Group, 21 Ayr Street, Troon, KA10 6EB ('the Letting Agent')

Ms. Alexandra Wooley, Bannatyne Kirkwood & France, Solicitors ("The Letting Agent's Representative")

Tribunal members:

Jacqui Taylor (Chairperson) and Gerard Darroch (Ordinary Member).

Background

- 1. The Applicant is the former Tenant of the Property**
- 2. The Respondents are the Letting Agent appointed by the Landlord to manage the letting of the Property and they are registered Letting Agents.**
- 3. By application dated 20th February 2026 the Applicant applied to the Tribunal for a determination that the Respondents had failed to comply with the following Sections and Paragraphs of the Letting Agent Code of Practice (The Code):**

Section 2: Overarching standards of practice.

Paragraphs 26 and 28.

Section 7: Communications and resolving complaints.

Paragraph 111

4. By Notice of Acceptance by Martin McAllister, Convener of the Tribunal, dated 22nd April 2026 he intimated that he had decided to refer the application (which application paperwork comprises documents received on 3rd March 2026) to a Tribunal.

5. The parties Written Representations.

5.1 The Applicant's Written Representations.

5.2 Section 2 of the application

The Application states that the Letting Agent had failed to comply with sections 26, 28 and 111 of the Letting Agent Code of Practice.

Intimidating Communication: The Letting Agent had contacted the Applicant on four consecutive days after her had sent them an email dated 20th October asking for their bank details. They also telephoned him on 21st October. The email from the Letting Agent to the Applicant dated 22nd October included details of a late payment charge of £30 if the rent was not paid by 5pm that day.

Harassment and Intimidation when arranging visits: When arranging visits the Letting Agent did so by giving a four-hour window and stating that they would use keys to access the Property if he was not present.

Failure to Respond to Communication: He received no response to his email of 20th October asking for the Letting Agent's bank details and advising that he had to cancel the inspection arranged for 29th October. He followed up with an email dated 28 October. Neither email was answered.

5.3 The Applicant sent the Tribunal written representations dated 11th September 2026. In summary, he emphasised that the communication from the Letting Agent following 18th October 2025, which was four emails, one phone call, the threat of a £30 charge for rent 3 days late, and escalation to senior management, all within 72 hours was unreasonable and intimidatory. He also considered that the Letting Agent acted unreasonably when arranging access visits. They gave the required notice but stated that they would visit at an unspecified time during a four-hour window and would use keys to enter his home if he was not present. He had advised the Letting Agent in emails dated 10/5/24, 29/9/24 and 6/3/25, that he wanted to be present for

visits and that a four-hour window did not suit due to work commitments, and that he did not want keys being used to enter his home except in an emergency. Despite this the Letting Agent continued - seven times in total during his tenancy - to state the same four-hour window without confirming whether the appointments were suitable and they repeatedly stated that they would use keys to enter his home if he was not present, which he found intimidating.

5.4 The Respondents' Written Representations.

The Respondents' Solicitor sent the Tribunal Written Representations dated 10th September 2026. In summary they stated:

(i) The correct designation of the Respondents is JC Roxburgh Properties Limited (SC073801) (LARN1903105) with their registered office at 151 Glasgow Road, Clydebank G81 1LQ. "Roxburgh Group" is merely a trading name used by the Respondents. along with other related limited companies and is not a trading name used exclusively by the Respondents.

(ii) In relation to paragraphs 28 and 111, whilst there is no specific statutory definition of "abusive, intimidating, or threatening" in the Code or the Housing (Scotland) Act 2014, an objective assessment should be used to determine if the communication complained of is reasonably capable of being viewed as "abusive, intimidating or threatening".

(iii) The Respondents do not accept they have breached the paragraphs of the Code complained of for the following reasons:

a) Paragraph 26. In relation to the complaint that the Respondents did not respond to the email sent by the Applicant dated 20 October 2025 (seeking bank details and to cancel the inspection scheduled for 29 October 2025), the Applicant was called the following day and advised that the bank details were the same as those set out in his tenancy agreement and the inspection scheduled for 29 October 2025 was cancelled.

b) Paragraphs 28 and 111. There are two complaints. The first is in relation to communication regarding rent arrears and the second is in relation to the access arrangements. It is the Respondents' position that there is nothing in the correspondence complained of that could be considered as "abusive, intimidating or threatening". All correspondence issued was issued for legitimate reasons, in line with the Respondents' policies and procedures and in the discharge of contractual duties owed to the underlying landlord. Simply outlining the potential consequences should someone not pay their rent cannot be reasonably viewed as "intimidating" or "threatening" in that context and to say otherwise would have a chilling effect on any party's right and ability to enforce contracts. The Applicant has not identified anything (nor is there anything) in the communications issued to him in terms of the words

used that could in anyway be reasonably viewed as “abusive, intimidating or threatening” and his complaint seems to arise from his perception of “escalation” of the rent arrears correspondence and his frustrations around the arrangements for property inspections/appointments and the Applicants not being in a position to change their procedures to fit what he wanted them to do.

6. Productions lodged by the Appellant.

6.1 A Copy of lease agreement.

6.2 A copy of emails between the parties:

Date	Emails Parties / To and from	Detail
8 th March 24	LA to App	Requesting access for inspection 15 th March. If access not possible they can use keys.
10 th March 24	App to LA	Asking to reschedule inspection
11 th March 24	LA to App	App rescheduled to 21 st
12 th March 24	App to LA	He will be home 11-12. If not suitable contact to rearrange.
9 th May 24	LA to App	Engineer will collect keys at inspect on 5 th June 24 for boiler etc inspection.
10 th May 24	App to LA	Happy to accommodate access but access not allowed if he is not present.
30 th Aug 24	LA to App	Routine insp 4 th Sept. If he isn't present they can use the spare key.
28 th Sept 24	LA to App	Routine visit arranged for 8 th Oct
29 th Sept 24	App to LA	Happy to arrange access but a time needs to be agreed.
3 rd Oct 24	LA to App	Access at 11am
26 th Feb 25	LA to App	Access visit 6 th March 25.
5 th March 25	App to LA	He can do 11am on 6 th March 25.
5 th March 25	App to LA	He can do 11am 6 th March
6 th March 25	LA to App	Visit rearranged to 12 th March

6 th March 25	App to LA	Access only permitted when he is present
6 th March 25	LA to App	Re timing of visit. They note that access is not permitted if he is not present.
11 th March 25	App to LA	App previous week had not been confirmed.
11 th March 25	LA to App	Offering alt appointment
11 th March 25	App to LA	9am on 19 th March
25 th Aug 25	LA to App	Insp 20 th Sept 25 They can obtain access with spare key is required.
7 th Sept 25	App to LA	Not suitable
8 th Sept 25	LA to App	Asking to rebook 24 th
10 th Sept 25	App to LA	Agreed.. asking for time
10 th Sept 25	LA to App	9am
22 nd Sept 25	App to LA	Unable to provide access as he is ill
24 th Sept 25	LA to App	Asking to rearrange access
7 th Oct 25	LA to App	Inspection 29 th Oct. They can obtain access with spare key is required.
10 th Oct 25	LA to App	Ack 28 days notice. Final insp 7 th Nov.
20 th Oct 25	LA to App	They haven't received final rent payment of £403.89. He should check his bank.
20 th Oct 25	App to LA	Final rent payment due 7 th Nov. Requesting bank details. Insp arranged for 29 th Oct cancelled.
21 st Oct 25	LA to App	Providing bank details.
22 nd Oct 25	LA to App	Rent payment was due 18 th Oct has not been paid. Pay by close of business to avoid late charge.
23 rd Oct 25	LA to App	Re rent payment not made and asking for confirmation that payment had been made.
27 th Oct 25	App to LA	Requesting confirmation of tenancy end date
27 th Oct 25	LA to App	Resending email of 10 th Oct 25

27 th Oct 25	App to LA	Again requesting confirmation of tenancy end date
27 th Oct 25	LA to App	Confirming end date 7 th Nov 25
27 th Oct 25	App to LA	Requesting move out time
27 th Oct 25	LA to App	Ten agreement does not specify move out time.
28 th Oct 25	App to LA	Chasing response.

7. The Case Management Discussion.

An oral Case Management Discussion ('CMD') by conference call took place in respect of the application on 2nd October 2026 at 10.00am.

The Applicant attended. Ms Wooley, The Letting Agent's Representative, also attended.

7.1 The parties confirmed the following factual details:

7.1.1 The Applicant had leased the Property from 18th December 2023 to 7th November 2025.

7.1.2 The Respondents were the Letting Agent appointed by the Landlord to manage the letting of the Property.

7.1.3 The rent due in terms of the tenancy agreement was £585 per month due on the 18th of the month.

7.1.4 The final rent was due on 18th October 2026 and the payment due amounted to £403.89. The payment was late.

7.2 The parties' oral representations at the CMD and the Tribunal's decisions are as follows:

Section 26: You must respond to enquiries and complaints within reasonable timescales and in line with your written agreement.

The Applicant's Oral Representations.

He had cancelled his standing order to pay the rent before the final rent payment that was due in October 2025. On 20th October he sent an email to the Letting Agent asking for their bank details to enable him to pay the October rent payment and to advise that he needed to cancel the routine inspection proposed for 29 October. That email had been sent to the Letting Agent's generic email address detailed in the tenancy agreement. As he had received no response to that email he followed up on

28th October to confirm that the visit had been cancelled. Neither of the emails were answered.

Mrs. Taylor referred Mr. Duffy to the email from the Letting Agent dated 21st October that he has produced that detailed the Letting Agent's bank details. On reflection he confirmed that he withdrew his complaint that the Letting Agent did not reply to his email dated 20th October.

Mr. Duffy advised that he did not recall the telephone call from Linda Black on 21st October that Ms. Wooley referred to.

Ms. Wooley's Oral Representations.

Linda Black had called Mr Duffy on 21st October. He was advised that the bank details were detailed in the tenancy, and she had confirmed that the inspection on 29th October had been cancelled.

The Tribunal's decision.

The Tribunal made the following findings in fact:

- (i) Mr Duffy sent the Letting Agent (lettings@roxburgh-group.com) an email dated 20th October asking for their bank details and advising that he had cancelled the inspection proposed for 29th October.
- (ii) The Letting Agent (Dawn Stitt) replied to the email of 20th October by email dated 21st October and provided their bank details.
- (iii) Mr Duffy sent emails to the Letting Agent (Maureen Eaglesham) dated 27th October asking for confirmation of the end date of the tenancy. He did not ask the Letting Agent to confirm that the inspection scheduled for 29th October had been cancelled.
- (iv) Mr Duffy sent the Letting Agent (Linda Black) an email dated 28th October which stated that he had not received a response to his previous email. If he was still planning his routine inspection on 29th October, the visit is not suitable and has been cancelled.

The Applicant's complaint is that the Letting agent did not reply to his emails dated 20th October and 28th October. He withdrew his complaint about his email dated 20th October. His complaint in relation to his email dated 28th October is that the Letting Agent did not acknowledge to him that he had cancelled the routine inspection scheduled for 29th October. He had advised the Letting Agent that the routine inspection had been cancelled by emails dated 20th and 28th October.

The Tribunal acknowledges that it is the Respondent's position that Linda Black telephoned the Applicant on 21st October, but the Applicant does not recall that telephone call having taken place. The Respondents have not provided the Tribunal

with a copy of the telephone call log or a witness statement by Mrs Black confirming the details of the telephone call and consequently the Tribunal are unable to accept that the telephone call took place. However, the Tribunal note that there were 13 emails between the parties between 10th and 28th October 2026, as detailed at paragraph 6 of this decision. In those emails the Applicant did not ask the Letting Agent to acknowledge that he had cancelled the inspection arranged for 29th October. His email dated 20th October was replied to by email dated 21st October. His subsequent emails to the Letting Agent dated 27th October did not express concern that he had not received this confirmation from the Letting Agent. The parties were in active communication. Section 26 of the Letting Agent Code of Practice requires the Letting Agent to respond to enquiries and complaints within reasonable timescales. The Applicant had not asked the Respondents to confirm that he had cancelled the inspection the Respondents had arranged on 29th October 2025. The Tribunal find that the Letting Agent has not breached section 26 of the Code of Practice in relation to the Applicant's complaint.

Sections 28 and 111. You must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.

The Applicant's Oral Representations.

There are two parts to the Applicant's complaint under sections 28 and 111.

(i) The First Complaint.

The Applicant had cancelled his standing order for payment of the rent and then received multiple emails and telephone calls chasing the rent payment. There were four consecutive days of contact and the threat of a £30 charge (which was never applied) the lack of reasonable time to respond and escalation to senior management which he considered were harassing and intimidating.

(ii) The Second Complaint

The Respondents were inflexible regarding inspections. Mr Duffy had advised them that he wanted to be present at inspections and that he did not consent to them using keys to gain access without him being there. Yet they continued to request access on this basis. He considers this to be harassment. He was concerned that if he missed an email from the Letting Agent advising him of an inspection, they would use keys to enter the Property. The tone of the emails was threatening. They were stating that access was required and they will use their keys. He acknowledged that clause 20 of the tenancy agreement states that the Letting Agent may not use their keys without agreement.

He asked the Tribunal to consider the complaints together as they demonstrate a pattern of unacceptable behaviour by the Letting Agent.

In response to questions by Mr. Darroch, he confirmed that throughout the tenancy he had paid the rent by standing order. He acknowledged that he would have had the Letting Agent's bank details to set up the standing order. He had cancelled the last standing order payment as a full month's rent was not due at the end of the tenancy and it did not occur to him to find the Letting Agents bank details from his banking app.

Ms Wooley's Oral Representations.

In connection with the First Complaint, Mr Duffy was provided with the Letting Agent's bank details by telephone on 21st October and also by email of the same date. The communication from the Letting Agent to the Applicant was for a legitimate purpose. It was incumbent on the Letting Agent to highlight the missing rent payment to Mr Duffy. He was not charged any late fees. Ms Wooley acknowledged the lease does not contain any provision for late payment charges, but she explained that Mr Duffy had signed a separate agreement at the start of the tenancy that advised that late payment charges would be payable.

In connection with the Second Complaint regarding the access requests, she emphasized that at no point did the Letting Agent take access to the Property using keys without permission. The letters the Letting Agent sent to the Applicant gave him sufficient prior notice of the inspections. There was ample time for him to rearrange the inspections, if required. There was nothing abusive or threatening within the emails from the Letting Agent to the Applicant. Her clients gave the Applicant a broad time window as they were visiting multiple properties. However, the Letting Agent did endeavour to accommodate the Applicant as far as possible when different times for access were required. The letters the Letting Agent sent to the Applicant were legitimate communication to arrange access. He was given more than one week's notice, and he was accommodated when required.

The Letting Agent did not breach the Code of Practice.

The Tribunal's decision.

The Tribunal acknowledge that the Letting Agent is employed by the Landlord to manage the tenancy and collect the rent payments that are due and the Letting Agent must comply with Code of Practice in their dealings with both the Landlord and the Tenant.

The Applicant's first complaint relates to correspondence the Respondents sent to the Applicant chasing up the final rent payment. That rent payment was due on 18th October 2025. Mr Duffy did not pay the final rent payment on the due date with the result that the final rent payment was outstanding.

The emails the Respondents sent to Mr Duffy chasing the final rent payment have been produced. A summary of those emails is as follows:

The email dated 20th October 2025 from the Respondents to the Applicant states that they have not received the final rent payment and asks that he confirms the payment with his bank.

The email dated 21st October 2025 from the Respondents to the Applicant confirms the Letting Agent's bank details.

The email dated 22nd October 2025 from the Respondents to the Applicant states that they have not received the final rent payment and asks that payment is made by close of business to avoid a late payment charge being applied to the account. The Respondent is invited to contact the Letting Agent if he is experiencing difficulty in making the payment.

The email dated 23rd October from the Respondents to the Applicant acknowledges that the final rent payment has not been paid. The Respondent is invited to contact the Letting Agent if he is experiencing difficulty in making the payment.

The Tribunal finds that the Letting Agent was entitled to send the emails regarding the late rent payment. The Tribunal acknowledges that an objective test must be used to determine if communication is abusive, intimidating, or threatening. The Tribunal acknowledge that the reference to the late payment charge of £30 was reference to a charge that Mr Duffy had agreed to at the start of the tenancy. The Tribunal find that the Letting Agent was entitled to remind the Applicant of the terms of that agreement and that the charge would be due if the payment was not made. The Tribunal acknowledge that in summary the emails from the Letting Agent to the Applicant regarding the late rent payment were reminding the Applicant that the rent was outstanding and offering to provide assistance if he was experiencing financial difficulty.

The Tribunal do not find the volume of these emails or the content of these emails to be abusive, intimidating or threatening. The Tribunal determine that the Letting Agent has not breached sections 28 and 111 of the Code of Practice in relation to the Applicant's first complaint.

The Applicant's second complaint relates to the Letting Agent's communication requesting access. The Applicant states that he considered the correspondence to be harassing as the Letting Agent dictated the time window when access was required and that they would use their keys, if necessary.

To address the Applicant's complaint the details of the emails from the Letting Agent regarding access and the outcome of those emails must be considered:

The Letting Agent wrote to the Applicant requesting access as follows:

Date of access request	Date of Access	Outcome
8 th March 2024	15 th March 2024	21 st March
9 th May 2024 (boiler)	5 th June 2024	
30 th August 2024	4 th September 2024	
28 th September 2024	8 th October 2024	3 rd October 2024
26 th Feb 2025	6 th March 2025	12 th March 2025
25 th August 2025	20 th Sept 25	24 th Sept 2025
7 th October 2025	29 th Oct 2025	7 th November 2025

The Tribunal acknowledge that the required prior notice was given and if the proposed access was not suitable to the Tenant it was rearranged.

The Applicant states that he was intimidated by the fact that the emails from the Letting Agent requesting access referred to them gaining access with their keys if he was not available. As before the Tribunal must use an objective test to determine if communication is abusive, intimidating, or threatening

The Applicant had sent the Respondents emails advising they he did not consent to them using keys to gain access dated 10th May 2024, 29th September 2024 and 6th March 2025. The details of the emails from the Letting Agent mentioning that they could use the keys, after the Applicant advised them that he did not consent to them using the keys to gain access if he was not present, need to be considered:

The email from the Letting Agent dated 30th August 2024 states: *'We do have a schedule of appointments on the day and if you are unable to be present, or if you would prefer not to be in the property, we can obtain access with the spare keys held by us.'*

The email from the Letting Agent dated 6th March 2025 states: *'I have rearranged your routine visit for Wednesday 12th March. I should be there around mid-morning, sometime between 10:00am - 12:00 noon. Please confirm if this will be convenient for you. If you are unable to be at home, we can use the set of keys we have in our office if that would be agreeable. We do have a schedule of appointments on the day and if you are unable to be present, or if you would prefer not to be in the property, we can obtain access with the spare keys held by us. We thank you in advance for your co-operation.'*

The email from the Letting Agent dated 25th August 2025 states: *'We do have a schedule of appointments on the day and if you are unable to be present, or would prefer not to be in the Property, we can obtain access with the spare keys held by us.'*

The Applicant's complaint is that the Letting Agent states that they would use keys if he was not present. This is not correct. The Letting agent's emails state that they can use keys, if the Applicant could not be present. The Letting Agent in these emails is not stating that they will use the keys if the Applicant was not there. The Tenant did not give that permission and the Letting Agent acknowledged this in terms of their email to the Applicant dated 6th March 2025. The Tribunal do not find the emails from the Respondents to the Applicant requesting access and referring to their keys to be abusive, intimidating, or threatening.

In connection with the Applicant's complaint that the Letting Agent did not give the Applicant a specific time for access. The Tribunal acknowledge that the Letting Agent is agent for the Landlord. They requested the Tenant to provide access. They gave the Tenant more than the minimum period of notice. There is no requirement on the Letting Agent, as representative of the Landlord, to give the Tenant a specific time for access and there is no regulation that prevents the Letting Agent from giving the Tenant a time window during which access will be required.

The Tribunal find that the Letting Agent has not breached sections 28 and 111 of the Code of Practice in relation to the Applicant's complaint regarding their access requests.

8. 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.

Jacqui Taylor – Legal member

5 October 2026