



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

Reference number: FTS/HPC/LA/22/1138

The Parties:

Dr Jennifer Frances, 6 Coulindoune, Gleneig, Kyle, IV40 8JU (“the Applicant”)

Belvoir Lettings, 563 Dumbarton Road, Glasgow, G11 6HU (“the Respondents”)

Tribunal Members:

Virgil Crawford (Legal Member) Sandra Brydon (Ordinary Member)

Decision and Reasons

The First Tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that:

BACKGROUND

1. The Applicant is the proprietor and landlord of a flatted Property at Flat 2/2 38 Thornwood Drive, Glasgow, G11 7UE.
2. The Respondents acted as letting agents on behalf of the Applicant. Originally, the Property was managed, on behalf of the Respondents, by Sharon Walker of Belvoir Lettings which, at that time, had business premises at 563 Dumbarton Road, Glasgow, which is in close proximity to the Property. Sharon Walker, however, retired. The business of Belvoir Lettings office at Dumbarton Road, Glasgow, appears to have been transferred to an office at Falkirk. The Applicant was advised by Sharon Walker that she was retiring and assured her there would be no interruption to the service provided to her.
3. An issue arose following a water leak within the Property, the leak coming from a pipe beneath the floor within the kitchen. This became apparent during July 2021. The repair was not dealt with as swiftly as the Applicant would have liked and the Applicant is of the view that this was not managed

properly by Belvoir. As a result, the Applicant complained about the management services provided by Belvoir. The complaint was not dealt with appropriately and the Applicant then complained about the delay or failure to deal with her complaint.

4. The Applicant thereafter presented an application to the Tribunal seeking a letting agents enforcement order. In her application she alleged breaches of the Letting Agent Code of Practice (Scotland) Regulations 2016 ("the Code") and, in particular, complained of breaches of paragraph 18, 20, 21, 24, 26, 27, 30, 32(j), 38, 73, 87, 89, 90, 93 and 108 of the Code.

5. While 15 separate paragraphs of the Code were alleged to have been breached, the issues could be broken down into 3 separate heads of complaint as follows:-

a. Transfer of business / variation of level of service

Belvoir, following the retiral of Sharon Walker, transferred business to their Falkirk Office and did not advise the Applicant of this. Further, it appeared that the level of service provided to the Applicant had been altered.

b. Failure to deal with required repair

Belvoir failed to deal timeously and efficiently with a repair required at the Property, that being a water leak which was causing damage to the Property immediately below.

c. Failure to deal with complaint

Belvoir did not properly nor timeously deal with the complaint made by the Applicant in relation to these matters. As a result, the failure to deal with the complaint became, in itself, a separate head of complaint.

THE CASE MANAGEMENT DISCUSSIONS

6. A Case Management Discussion was assigned for 1st August 2022. The Respondents had not lodged any submissions and did not participate in that Case Management Discussion.
7. On the morning of 1st August 2022, the Tribunal received from the Applicant a breakdown of the amount she was claiming by way of compensation for the various breaches.
8. Despite the fact the Respondents had not participated in the Case Management Discussion, the Tribunal did not consider it to be in a position to deal with the application before it. A note was issued thereafter advising that the Tribunal required the following:-
 - a. A full, signed copy of the agreement between the Applicant and the Respondent to include the terms and conditions of any contract entered into and showing the fees payable by the Applicant to the Respondents;
 - b. More detailed information will be required in relation to the exact nature of the water leak, the steps taken to effect repair, the involvement of the property factors and the property insurers and the extent to which the Respondents were responsible for instructing or undertaking repair work;
 - c. In relation to the breakdown of costs, the Tribunal will require full vouching in relation to the outlays detailed therein, in particular the cost of accommodation and subsistence claimed;

- d. Separately the Tribunal will require to be addressed in relation to the daily fees charged by the Applicant, being £250 per day, and, separately, the need for the Applicant to supervise workmen undertaking work at the property;
9. A further Case Management Discussion was assigned for 19th September 2022. That Case Management Discussion required to be postponed due to the passing of her Majesty the Queen.
10. A further Case Management Discussion was assigned for 7th November 2022. In advance of that the Applicant requested a postponement. The request for the postponement was on the basis the Applicant was wishing to participate in a bridge tournament. At that point in time the Respondents had still not lodged any submissions with the Tribunal and had not lodged any submissions opposing a postponement and, in the circumstances, the Tribunal, with considerable hesitation having regard to the reason advanced, agreed to postpone the Case Management Discussion.
11. A further Case Management Discussion was assigned for 20th January 2023. On that day the Respondents did participate. They were represented by Miss Jacqueline Shields. She advised, however, that she had been asked to deal with the matter by a senior member of staff. It became clear that she did not have all the necessary papers and was not in a position to fully address the Tribunal in relation to the issues before it. The Applicant agreed that it would be appropriate, in the circumstances, to adjourn the Case Management Discussion. A further Case Management Discussion was thereafter assigned for 31st March 2023.
12. On 31st March 2023 the Applicant represented herself. The Respondents were represented by Ms Aimi Lewis, Regional Manager.
13. The information provided by the Applicant in support of her case were detailed and suggested there had been breaches of 5 different sections of the code and 15 different paragraphs.
14. The Applicant had lodged detailed written submissions when lodging her application and lodged further submissions thereafter. While the Respondents had not lodged written submissions those lodged by the Applicant referred to and included copies of e mail exchanges between the Parties throughout the period of time the Tribunal was dealing with. The position of the Respondents in relation to the repair required, in particular, was before the Tribunal. The Applicant also lodged a breakdown of the costs she asserted were incurred by her in support of her claim for a payment of £4,884.90 from the Respondents.
15. The Tribunal concluded that the Code had been breached by virtue of the Respondents' failure to deal with the complaints intimated to them by the Applicant. The Tribunal concluded that the Applicant had been inconvenienced as a result of this failure and her requirement to repeatedly pursue the matter. The Tribunal concluded that it was appropriate to make an order for payment by the Respondents to the Applicant in the sum of £1,200.00.

REASONS FOR DECISION

THE ALLEGED BREACHES

Section 2 – Overarching standards of practice

16. It was asserted that paragraphs:

- 18 (requirement to provide information in a clear and easily accessible way),
- 20 (need to apply policies and procedures consistently and reasonably),
- 21 (need to carry out services using reasonable care and skill and in a timely way),
- 24 (need to maintain appropriate records of dealings with Landlords),
- 26 (need to respond to enquiries and complaints within the reasonable timescale) and
- 27 (need to inform landlord or tenant promptly of any important issues or obligations relating to the Property),

Of the Code were breached.

17. Paragraph 18 – You must provide information in a clear and easily accessible way.

The alleged breach here was founded upon the fact that Sharon Walker, who previously operated Belvoir Lettings at 563 Dumbarton Road, Glasgow, in close proximity to the Property, advised that she was retiring and that the business would be ran by others within the Belvoir organisation but the office premises will remain operational from the usual address. It transpired that was not the case. The Applicant's account was transferred to the Falkirk branch of Belvoir. The Applicant was not contacted by anyone from the Falkirk office to establish a landlord/letting agent relationship and, thereafter, the information communicated about a water leak at the Property was not clear. It is suggested that "because of this lack of clarity and accessible information, the work to repair the leak took several months."

18. The Tribunal did not find this paragraph of the Code to have been breached. It is obvious that the Applicant had a good working relationship with Sharon Walker of Belvoir Lettings at Dumbarton Road in Glasgow. It seems that Sharon Walker may well have done more than was strictly necessary in terms of the agreement between the Parties and the Applicant was clearly content with the work undertaken by Miss Walker and the working relationship she had enjoyed with her over a long period of time. Miss Walker, however, chose to retire. She transferred her business to others within the Belvoir Letting organisation. It seems clear that she was entitled to do so. There was no suggestion to the contrary. It seems clear also that the nature and level of communication between those who assumed responsibility for the business from the Dumbarton Road Office may not have been as personable nor as detailed as Miss Walker had been in her communications. That, however, does not constitute a breach of the Code. While it is unfortunate, and, in this case at least, will clearly result in the loss of a client, the fact that a different approach was taken by the persons who then became responsible for this agreement does not, in itself, constitute a breach of the Code. Nor was there any need to establish a new landlord / letting agent relationship. The agreement between the Parties was

between a private individual (the Applicant) and a corporate body (the Respondent). A change of personnel within a corporate body does not affect the legal status of that entity. There previously existed an agreement between the Parties. The retiral of Miss Walker did not affect the existence nor the terms of that agreement.

19. Paragraph 20 – You must apply your policies and procedures consistently and reasonably.

This part of the complaint appears to relate purely to the fact that responsibility for managing the Property, and the letting agreement, was transferred to Belvoir Lettings Falkirk Office following the retiral of Sharon Walker whereas the Applicant believed that the Property would be managed from the Glasgow office. She had been advised by Sharon Walker that responsibility for managing her account was being transferred to Aimi Lewis, Regional Manager and Jacqueline Shields, Senior Property Manager. It became clear from the submissions and evidence that the Property was managed by others within the office.

20. The Tribunal did not consider it to be a breach of the Code that neither Aimi Lewis nor Jacqueline Shields personally dealt with the Applicant nor did the Tribunal consider it to be a breach of the Code that the management of the Property was dealt with from Belvoir's Falkirk Office rather than from the Glasgow Office. Having regard to the geographical location of the Applicant also, the Tribunal had some difficulty in accepting that there was any relevance to which office was, in fact, dealing with the Property;

21. Paragraph 21 - you must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way.

This alleged breach was again due to the fact that the management of the letting agreement was transferred from the Glasgow office to the Falkirk office of Belvoir and the Applicant was not advised of that. Her first contact was from a person by the name of Louie Cattenach relating to an intended gas inspection. The Applicant complained that Mr Cattenach did not introduce himself as the person now handling the Property and it was still not made clear that responsibility for the management of the Property had been transferred to the Falkirk office.

22. Again, the Tribunal did not consider that this paragraph of the Code had been breached for the reasons previously stated. While the Applicant had a good working relationship with Sharon Walker, the agreement was between Belvoir Lettings and the Applicant rather than the now retired Sharon Walker and the Applicant. Belvoir Lettings are entitled to manage their own business and the properties under their control as they consider appropriate in accordance with business requirements. While the lack of information provided to the Applicant may, perhaps, be considered to be unfortunate or unwise, it does not constitute a breach of the Code;

23. Paragraph 24 – you must maintain appropriate records of your dealings with landlords, tenants and prospective tenants. This is particularly important if you need to demonstrate how you have met the Code's requirements.

The Applicant complained that "there was no demonstration by email or phone stating that Belvoir Lettings in Falkirk were dealing with me as the Landlord in line with the Code's requirements. It was not transparent who I

was dealing with, nor where they were based....". Again, the Tribunal did not consider this paragraph of the Code to be breached for the reasons previously stated;

24. Paragraph 26 – you must respond to enquiries and complaints within reasonable timescales and in line with your written agreement.

The Applicant made reference to Belvoir Lettings leaving "unverifiable messages on my answerphone" and that she received information as to when the tenants were vacating the Property from a third party rather than from the Respondents. She disputed that Belvoir had left this information for her by voicemail and complained that it was not followed up by e mail and Belvoir therefor "could not guarantee as landlord I had received the information". The Tribunal did not find this paragraph of the Code to be breached for the reasons advanced by the Applicant but did find it to be breached due to Belvoir's failure to deal with the Applicant's subsequent complaint and, indeed, the Applicant's further complaint that Belvoir had failed to deal with her initial complaint. Further reference is made to this below.

25. In support of this head of claim the Applicant also made reference to a repair required to a leaking pipe below floorboards in the Property and made reference to the timeline of the repair. For reasons stated below, the Tribunal did not consider that this paragraph of the code was breached as a result of the repair required nor any delay in it being dealt with.

26. Paragraph 27 – You must inform the appropriate person, the landlord or tenant (or both) promptly of any important issues or obligations on the use of the property that you become aware of, such as a repair or breach of the tenancy agreement.

The Applicant advised she had received an e mail from Belvoir on 26th July 2021 stating a neighbour had reported a water leak, apparently to the factor in the first instance. The Applicant comments that there is no mention the matter is being dealt with at Falkirk. Belvoir arranged a plumber to inspect. On 2nd August 2021 an update was provided following the plumber attending and reporting. It is only at this stage it became apparent to the Applicant the matter was being dealt with at Falkirk. The Tribunal did not consider this paragraph of the Code to have been breached. The leak itself was repaired within a reasonable timescale. While the replacement of the flooring required thereafter was not fully completed for some time, the Applicant was informed of the leak shortly after Belvoir became aware of it.

SECTION 3 – ENGAGING LANDLORDS

27. It was asserted that paragraphs

- 30 (requirement to agree services and standards),
- 32(j) (terms of business),

were breached.

28. Paragraph 30 – you must agree with the landlord what services you will provide and any other specific terms of engagement. This should include the minimum service standards they can expect and the target times for taking action in response to requests from them and their tenants.

The Applicant referred to the fact that the agreement she had with Belvoir Lettings referred to their “full management service” and that it would provide “complete peace of mind” “this truly is the ultimate “hands off” approach for landlords”. She complained, however, that the ultimate “hands off” experience had not been kept since Sharon Walker retired.

29. Again, the Tribunal did not consider a breach of this paragraph to have been established. There was no evidence before the Tribunal to enable it to conclude that there had been a breach of the agreement between the Parties as opposed to the Applicant’s dissatisfaction with the change in the nature of the relationship following the transfer to Belvoir’s Falkirk office.

30. **Paragraph 32.(j) –**

32. Your terms of business must be written in plain language and, alongside any other reasonable terms you wish to include, must clearly set out:

(j) that you are subject to this code and give your clients a copy on request. This may be provided electronically.

While the Applicant made reference to a failure on the part of Belvoir to inform her in relation to their complaints procedure, there was no evidence to suggest that the Applicant had requested a copy of the Code. The Applicant’s written submissions referred to an e mail she forwarded to Belvoir in which she made reference to Belvoir being in breach of the Code. It is, in the circumstances, unclear as to why this paragraph was being referred to as the Applicant, clearly, was already in possession of a copy of the Code. Issues in relation to Belvoir’s failure to deal with the Applicant’s complaint, however, were found to be established as referred to elsewhere in this decision.

Section 4 – Lettings - Marketing and Advertising.

31. **Paragraph 38 – your advertising must be clear, accurate and not knowingly or negligently misleading.**

This head of complaint appeared to relate to references on the website of Belvoir to certain government approved schemes to which persons may refer any complaint. It also, however, apparently stated “if you are unsure which redress scheme the franchise you are complaining about is a member of please contact your local office who will assist in this matter.”

32. The Applicant stated the Respondent was not a member of any of the schemes referred to on their website. No further evidence in support of that assertion was produced to the Tribunal. While the Tribunal did find the code had been breached due to a failure to deal with the Applicant’s complaint, it did not consider that a breach of this particular paragraph of the code had been established.

33. In any event, reference to this section of the Code appears to be misconceived. This section of the Code appears to regulate the marketing of properties for let and dealings with prospective tenants. It does not relate to dealings between the letting agents and landlords, except insofar as it requires approval by landlords of how certain parts of the dealings with tenants or prospective tenants are conducted.

Section 5 – Management and Maintenance

34. It was asserted that paragraphs
- 73 (requirement to provide agreed services),
 - 87 (need to deal with emergencies (if part of the agreement)),
 - 89 (need to carry out repairs in line with agreement),
 - 90 (need to carry out repairs promptly in line with written procedures)
 - 93 (need to inform landlord if any delay in effecting repairs)
- were breached.
35. **Paragraph 73 – if you have said in your agreed terms of business with a landlord that you will fully or partly manage the Property on their behalf you must provide these services in line with relevant legal obligations, the relevant tenancy agreement and sections of this code.**
- This head of complaint related to the Applicant being of the view there was a significant delay in Belvoir resolving a water leak from a pipe, below a floor, within the Property on the basis, amongst other things, that the Applicant considered this to be an emergency issue. It should be stated at this stage that while the Applicant considered the problem to be an “emergency issue” it did not appear to the Tribunal that it did fall within the definition of an emergency. The issue was a leak – which appeared to be a relatively minor leak – from a pipe below the flooring within the kitchen area of the Property. It did not appear that the leak was affecting the Property itself but may have been affecting other flat-dwellings within the tenement building of which the Property formed part. It became clear also that the tenants within the Property did not wish the full repair to be undertaken while they were still resident there. There was a further issue caused by the fact that the repair is one which was covered by property insurance. The property insurance, however, was not arranged by Belvoir but by the property factors. The agreement between Belvoir and the Applicant did not require Belvoir to engage with the insurers in relation to the repair.
36. While it may well have been the case that, previously, Sharon Walker may have been willing to do so on behalf of the Applicant, the Tribunal did not find there to be any failing on the part of Belvoir in that regard.
37. **Paragraph 87 – If emergency arrangements are part of your service, you must have in place procedures for dealing with emergencies (including dealing with out-of-hours incidents, if that is part of the service) and for giving contractors access to properties for emergency repairs.**
- In relation to this paragraph of the Code the Applicant referred to the delay in the water leak being repaired. In her submissions she stated “*In my view, water ingress in the kitchen, and tenants unable to use water in the kitchen equates to an emergency....*” (emphasis added).
38. From the information available the leak was below a floor in the kitchen and was not directly affecting the Property. It did not appear there was “water ingress in the kitchen”, rather there was a leak affecting a flat below. Separately, while the Applicant refers to “tenant unable to use water in the kitchen”, it seemed clear from the information available that a repair to the leak was completed fairly quickly and the tenants did not wish the full repair to the floor to be undertaken while they were still resident there. While the Tribunal appreciated the Applicant was wishing to be a good and conscientious Landlord and was wishing the repair to be undertaken, that

approach by the Applicant does not define the nature of the repair. The repair required was not an emergency repair. A breach of this part of the Code is not established.

39. **Paragraph 89 – when notified by a tenant of any repairs needing attention, you must manage the repair in line with your agreement with the landlord. Where the work required is not covered by your agreement you should inform the landlord in writing of the work required and seek their instructions on how to proceed.**

It is noted, firstly, that Belvoir do not appear to have been advised of the need for any repair by the tenant. A third party advised Belvoir who, in turn, advised the Applicant. In her written submissions, however, the Applicant also makes clear that she had been engaging with the factor for the Property and the insurers and states that she copied correspondence from them to Belvoir. As previously stated, however, Belvoir were not responsible for liaising with insurers or factors in relation to the repair and the Tribunal did not find that there had been a breach of this paragraph of the Code;

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

The Applicant again refers to the repair required and what she considered to be a delay in it being dealt with.

41. As stated previously, the Tribunal was unable to categorise the repair required as an emergency repair. The Applicant was advised of the water leak, by Belvoir, on 26 July 2021. It became clear the repair was one covered by property insurance arranged by the property factors, not by Belvoir. The water leak was repaired on 26 August 2021. The repair to the leak, however, required a hatch to be cut in wooden flooring. While a repair was made to the flooring, a full floor replacement was required. The Tenants did not wish that to be done while they were still resident. That part of the work was not completed until after the tenancy ended.

42. The replacement of the floor most certainly was not an emergency. A temporary repair had been done. The tenants were content with that and did not wish a full repair while they were still resident. While the failure of Belvoir to deal with the Applicant's complaint about this has resulted in a breach of another paragraph of the Code, the Tribunal did not find this paragraph to have been breached.

43. **Paragraph 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 reasons for it as soon as possible.**

As previously stated, the Tribunal did not find Belvoir responsible for any delay in effecting a repair. The repair was one covered by property insurance and arranged through the factors, and was not the responsibility of Belvoir.

Section 7 – Communications and Resolving Complaints.

44. Paragraph 108 – You must respond to enquiries and complaints within reasonable timescales. Overall, your aim should be to deal with enquiries and complaints as quickly and fully as possible and to keep those making them informed if you need more time to respond.

The Applicant did, indeed, make a complaint to Belvoir in relation to their management of the repair and Property. It is clear, and was not disputed by Belvoir, that this complaint was not dealt with as it should have been. The Applicant thereafter made a separate complaint about the fact her complaint had not been dealt with. Again, that separate complaint was not dealt with properly nor efficiently. Belvoir did not dispute that. In the circumstances, the Tribunal had no hesitation nor difficulty in finding this paragraph of the Code had been breached.

DECISION

Compensation

45. Thereafter the Tribunal required to consider the issue of compensation as requested by the Applicant. The Tribunal determined that an order for payment in the sum of £1,200.00 by Belvoir to the Applicant was appropriate. The Tribunal considered that the Applicant should be reimbursed for the equivalent of 6 months management fees, that being £629.64 (6 x £104.94). The Tribunal also considered that the Applicant was entitled to payment for any inconvenience caused to her as a result of the various issues arising between her and Belvoir in relation to her complaints. In assessing the amount, the Tribunal, of course, requires to exercise a level of discretion. In doing so, it considered it appropriate to award an amount which took the total due to the Applicant by Belvoir to £1,200.00. The amount attributed the inconvenience on the part of the Applicant, therefore, is £570.36. While that is a very specific amount, it was selected using a “broad brush” approach to take the total amount due to £1,200.00;

46. The Applicant had intimated a claim for £4,884.90. The Tribunal was not willing to order payment of the amounts claimed by the Applicant. This total of £4,884.90 made up of various different amounts and the Tribunal dealt with the separate aspects of the Applicant’s financial claims as follows:-

- a. The Applicant sought return of letting agents fees from April 2021 until March 2022, that being an amount of £1,200.00. This was, basically, £100.00 per month for 12 months. (The Tribunal noted that the actual management fee was £104.94 per month). The Tribunal did not consider it appropriate to award this full amount. The Tribunal felt that it was appropriate to order that, effectively, the Respondents return 6 months of letting agent fees. This period of 6 months takes into consideration the period from the Applicant lodging her first complaint until the end of the agreement. The Applicant, by virtue of her breakdown of expenses, was proceeding on a “broad brush” approach, that being letting agent fees of £100.00 per month. As stated, the exact letting agent fee per month was £104.94.
- b. The remainder of the Applicant’s claim related to travel and subsistence claimed by her together with a charge of £250.00 per day for travelling from her home in the Highlands of Scotland to the Property and time spent by her in Glasgow when repairs were being undertaken and

thereafter inspecting the Property. The Tribunal did not find any part of these claims to be justified.

- c. On Page 13 of her submissions the Applicant copied an email she had previously sent to Belvoir in which she referred to the fact that she was in her 70's and lived in the Highlands of Scotland, about 5 hours drive from the Property. While her age and geographical location may have a bearing upon the level of inconvenience caused to her if she required to attend at the Property, neither factor affects the legal obligations arising from the agreement between Belvoir and the Applicant.
- d. In relation to the Applicant's daily charge for her time, she was charging £250.00 per day. The Tribunal made enquiry as to how the Applicant calculated that figure. The Applicant had advised the Tribunal that she was in her 70s. She was retired. She was not in gainful employment although it was clear that she was active within her local community and undertook various charitable activities. It was clear, however, that she did not incur any loss of income nor earnings as a result of any time spent by her in Glasgow in relation to the Property.
- e. While the Applicant repeatedly stated "my time has a value" and "they confiscated my time" the Tribunal pointed out that, in assessing a financial claim, any such value requires to be quantified. For the reasons stated, the Tribunal did not consider that there was any loss of income nor earnings and did not consider it appropriate to make any award in relation to this particular part of the Applicant's claim.
- f. In discussing this specific matter, the Tribunal equated the situation to one whereby, had the Applicant been cited to court as a witness, or been cited to undertake jury service, if she was unable to establish any loss of income, she would be unable to claim expenses for the same.
- g. On a separate note, however, the Tribunal enquired as to why the Applicant felt it necessary to attend at the Property as often as she had in the first place. She had claimed, for the period between 15th and 22nd March 2022, two days journey time (one day travelling to Glasgow and one day travelling back) four days "supervision timesaving workmen access to flat", 7 seven days accommodation (£364.93), subsistence (£210.00) and a mileage allowance of 350 miles at 60p per mile (£210.00). Thereafter, the Applicant claimed for travelling to and from Glasgow to attend at the Property between 4th and 6th April, to inspect the work undertaken and "signing off with contractor and insurance company and factor". on this occasion claiming for accommodation (£99.97), subsistence (£90.00), and mileage allowance of 350 miles at 60p per mile (£210.00) and a daily charge for her time.
- h. In relation to every aspect of this part of the claim the Tribunal, quite aside from being unable to identify any loss of earnings, did not consider the attendance of the Applicant at the Property to be necessary. The Tribunal enquired as to why the Applicant felt it necessary for her to supervise workmen carrying out a repair at the Property, why she felt it necessary on a later occasion to attend to inspect the work undertaken and why it required a separate day to "signing off with contractor and insurance company and factor". The Applicant was unable to provide any

cogent explanation of the need for her personally to attend to these matters. The Applicant was unable to provide any explanation as to how she would be able to supervise or direct qualified tradesmen in undertaking a repair to a floor. It became apparent from submissions made to the Tribunal that the Applicant chose to attend at the Property for personal reasons. There were various personal possessions of the Applicant and her daughter within the Property, these possessions being either of high value or sentimental value. The attendance of the Applicant was clearly designed for the protection and security of these items and any involvement with the supervision of contractors would only have been incidental to that. Separately, in relation to any suggestion that she required to attend on a later occasion to inspect work, which she had apparently already supervised being done, to sign off with the contractor, insurance company and factor, these are not matters for which Belvoir would be responsible. Belvoir were not responsible for arranging repairs which were covered by insurance which had been effected by the factors. Indeed, the repair was undertaken after the agreement with Belvoir had been terminated. There was no basis for Belvoir being responsible for these claims on the part of the Applicant.

Letting Agent Enforcement Order

47. The Tribunal, having found a breach of paragraphs 26 and 108 of the Code to be established, requires to make a letting Agent Enforcement Order. Such an order will be made requiring Belvoir to confirm that their procedures have been reviewed and revised as necessary and that procedures will be put in place to ensure that complaints are managed properly and efficiently in the future and also to make payment to the Applicant in the sum of £1,200.00.

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.

10 July 2023
