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.

Chamber Ref: FTS/HPC/LA/19/2143

Parties:

Mr Jan Michael Ward, 64/2 Hamilton Place, Edinburgh, EH3 5AZ ("the Applicant")

Shanley Lettings, 2/5 Drumsheugh Gardens, Edinburgh, EH3 7QJ ("the Letting Agent")

Tribunal Members:

Shirley Evans (Legal Member) and Angus Lamont (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Letting Agent has failed to comply with paragraphs 19, 26, 38 and 82 of the Letting Agent Code of Practice under Section 46 of the Housing (Scotland) Act 2014 and issues a Letting Agent Enforcement Order.

Background

1. This is an Application dated 8 July 2019 to the First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") for a determination that the Respondent as a Letting Agent has failed to comply with the Letting Agents Code of Practice brought in terms of Rule 95 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended ("the Regulations") and under Section 48 of the Housing(Scotland) Act 2014.

2. The Applicant provided copies of -

a) The Applicant's notification to the Letting Agent of the failure to comply dated 12 April 2019.
b) The Letting Agents' complaint's procedure
c) The Letting Agent's text of dated 24 April 2019
d) The Letting Agent's letter of 24 April 2019
e) The Applicant's email of 24 May 2019
f) The Letting Agent's email and letter of 25 May 2019
g) A screenshot from the Applicant's phone dated 14 March 2019
h) An email chain between the parties dated 7-8 June 2017
i) Emails dated between the parties 9 April 2019
j) Text messages between the parties dated 1 October 2018
k) An email dated 22 March 2019 from the Applicant to the Letting Agent
l) Text messages between the Applicant and a plumber from 8 November 2018 – 25 January 2019
m) Various screenshots of advertisements
n) An email dated 16 March 2019 from the Applicant to the Letting Agent
o) Metadata log for letter of 25 May 2019
p) Text messages between the parties dated 6 April 2019
q) An email exchange dated 22 March 2019 between the parties
r) Text messages between the parties between 10 October – 10 March 2019
s) An email dated 21 August 2018 from the Applicant to the Letting Agent and
t) A text message from the Letting Agent to the Applicant dated 18 March 2019.

On 22 July 2019, the Tribunal accepted the application under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Regulations").

3. On 2 August 2019, the Tribunal enclosed a copy of the application to all parties and invited the Respondent to make written representations to the application by 23 August 2019. The Tribunal also advised parties that a hearing would proceed on 20 September 2019.

4. The Tribunal proceeded with the hearing on 20 September 2019.The Applicant was in attendance and represented himself. Ms Shanley represented the Respondent.

5. The Application alleged the Respondent had breached paragraphs 17, 19, 26, 28, 31, 38, 40, 82, 107, 108 and 111 of the Letting Agents Code of Practice ("the Code") as contained within the Letting Agent Code of Practice (Scotland) Regulations 2016. The Application contained a full explanation setting out the

reasons why the Applicant was of the opinion the Respondent had not complied with the Code. The Applicant also sought £110.96 rent and a sum in relation to inconvenience and stress.

6. The Tribunal noted that the Respondent had not lodged any written response to the Application and enquired as to whether she accepted the breaches set out in the Application. She explained to the Tribunal that she did not accept the alleged breaches and that she wanted to rely on her letter of 25 May 2019 to the Applicant in answer of the various alleged breaches of the Code in addition to any oral submissions during the course of the hearing. She did not accept that she should repay the Applicant £110.96.

7. The Tribunal referred the Applicant to his letter of complaint to the Respondent dated 12 April 2019 in terms of which he notified the Respondent of alleged breaches under paragraphs 17, 19, 28, 31, 38, 82, 89, 90, 91 and 93 of the Code as required by paragraph 7 of the Code. The Application before the Tribunal proceeded under parts 17, 19, 26, 28, 31, 38, 40, 82, 107, 108 and 111 of the Code. On comparing the alleged breaches to the Application, the Tribunal noted that the Respondent had not been given notification of the alleged breach of paragraphs 26, 40, 107, 108 and 111. In terms of the Application before the Tribunal the Applicant had not proceeded with his complaints under paragraphs 89, 90, 91 and 93 of the Code.

8. The Applicant explained that with regard to paragraph 26 which concerned a letting agent's failure to respond to complaints in line with their own complaint's procedure, this was not a paragraph that could have been intimated as the Applicant could not found on that particular paragraph of the Code until after he was aware the Respondent had failed to comply with its own complaint's procedure. The Tribunal asked the Respondent to reply to that point. She stated that she did not fully understand the point being made, but stated she had complied with the Complaint's Procedure. The Tribunal accepted the Applicant's submission on the basis that there was no prejudice to the Respondent as her position was that she had complied with her own Complaint's Procedure. However, on the basis that there had been no prior notification of breaches under paragraphs 40, 107, 108 and 109 the Tribunal determined it would not consider them.

9. The Tribunal accordingly proceeded to hear evidence with regard to alleged breaches under paragraphs 17, 19, 26, 28, 31, 38 and 82 of the Code. Before proceeding formally the Applicant advised the Tribunal that the property was at 37/2 Logie Green Road, Edinburgh. The Tribunal proposed the best way to proceed was to take evidence on each of the alleged breaches in turn from both parties. This was acceptable to both parties. The Applicant proceeded to present his Application to the Tribunal with reference to various alleged

breaches of the Code with the Respondent being given an opportunity to answer each alleged breach in turn.

10. **Section 2: Overarching standards of practice.**

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

The Applicant felt the Respondent had called his partner a liar and had therefore not been honest in her dealings with him. This allegation concerned a comment allegedly made by the Respondent on 13 March 2019 to the Applicant's partner that the property was *"the property from hell"*. The Respondent had allegedly made the comment after seeing the extent of black mould in the bedroom after a viewing of the property to a prospective tenant. The next day the Applicant called the Respondent, as evidenced by production 8, who had denied making the comment. The Applicant submitted therefore that by doing so, the Respondent was calling his partner a liar. He also explained the Respondent had advised him during that call that she would no longer act for the landlord after seeing the mould as she did not want to have clients that were not fulfilling their duties and that she would remove the advert for the property from the Citylets website.

11. In response, Ms Shanley advised the alleged comment to the Applicant's partner was not something she would have said. She explained she had not seen the extent of the mould before conducting the viewing, otherwise she would not have proceeded with it. She explained that she said she would bring the mould to the landlord's attention, which she did. She explained that to the Applicant during the call on 14 March 2019. She also explained that she did not advise she would take the advert down as that would have cost implications to her, but had said she would not conduct any further viewings of the property until the mould had been addressed by the landlord.

12. **Paragraph 19 – You must not provide information that is deliberately or negligently misleading or false.**

This alleged breach related to permission to keep two cats in the property and the final payment of rent. The Applicant explained that he had obtained the Respondent's permission to keep to cats. He referred to production 9 which was an exchange of emails with the Respondent dated 7 and 8 June 2019 in which he had sought permission to keep two outdoor cats which the Respondent had agreed to. He also referred to production 12 which was a series of text messages in October 2018 between the parties in relation to keeping the cats in the property. He referred the Tribunal to production 10

which was an email dated 9 April 2019 which stated *"the landlord gave no permission".* It was his belief the Respondent did not have the landlord's permission to keep the cats so she could accuse him of breach of contract for keeping the cats.

13. In response, Ms Shanley accepted she had given permission for the Applicant to keep cats and had quickly realised after sending the email shown in production 10 that she had made a mistake and had accordingly immediately apologised in a subsequent email on 9 April 2019 in which she clarified the landlord had given permission for the cats. The Tribunal noted production 11 which was the email to which Ms Shanley referred.

14. The second aspect of his complaint under paragraph 19 related to the last payment of rent. The Applicant explained during his telephone call with the Respondent on 14 March 2019 that they had agreed he would leave the property on 5 April 2019 and that no rent from 1-5 April 2019 would be due because of the state of the property. He claims that this was misleading and false as the Respondent then went back on this agreement when she sent an email on 22 March 2019 seeking £110.96 rent for that 5 days. The Tribunal noted this email was not lodged as a production by either party. He referred the Tribunal to production 13 which was his email in response on 22 March 2019 referring to the verbal agreement no further rental payments were due and that he had cancelled his direct debit after the last payment on that basis. The Applicant again felt the Respondent had had no such authority from the landlord to make such an agreement.

15. The Applicant also complained Ms Shanley's response to this aspect of his complaint was inadequate.

16. Ms Shanley confirmed that she had no authority to agree that no further rent was due to 5 April. The Applicant was ending the lease 21 days before the notice period was up. She had explained to the Applicant on 14 March 2019 that she would speak to the landlord about the whole scenario. There had been an engineer's report on 18 March 2019 which showed no dampness in the property. It was on that basis that the demand for payment up to the point the Applicant vacated the property was made when arguably the landlord could have held the Applicant to pay until the end of the notice period. She advised the landlord had been more than reasonable in that regard.

17. In response to a direct question from the Tribunal Ms Shanley accepted her response to the Applicant on 25 May 2019 could have been a lot clearer with regard to the rent position. On reflection, she would define all rental payments due and fully explain in writing from there.

accused of keeping keys to the property when the Respondent knew that he was in Aberdeen for the weekend as evidenced by production 13.

22. Ms Shanley explained to the Tribunal that she had not accused the Applicant of keeping the keys. Her text was simply seeking clarification that the Applicant had left the keys in the property. On reflection she stated she could have made that a bit clearer and accepted she should have responded to his text message. She felt that if the Applicant had been anxious about that he could have called her and the situation would have been resolved on the day.

23. **Section 3 Engaging landlords.**

Terms of Business.

Paragraph 31 – If you know that a client is not meeting their legal obligations as a landlord and is refusing or unreasonably delaying complying with the law, you must not act on their behalf. In these circumstances, you must inform the appropriate authorities, such as the local authority, that the landlord is failing to meet their obligations.

Mr Ward's complaint was the Respondent knew the property did not comply with the repairing standard with particular reference to the boiler. He referred to production 25 to show he had complained about the boiler in October 2018. This had not been repaired until December 2018 and during this time he had been left with inadequate heating. The Respondent knew therefore that the landlord was not complying with the repairing standard and should have stopped acting as the letting agent.

24. He also referred the Tribunal to the Respondent's letter of 25 May 2019 at production 7. Her response to his complaint under this paragraph of the Code was inadequate and inaccurate as he had never said he had been without heating. He also disputed the Respondent's position in her letter that she had a report from the plumber that the Applicant had delayed letting the plumber into the property to carry out the repairs to the boiler. He referred the Tribunal to productions 14,15 and 16 which were a series of text messages between himself and the plumber dated between 8 November 2018 – 23 January 2019. He stated these showed that the delay had been caused by the plumber and not by him.

25. The Tribunal asked Ms Shanley whether she felt her letter of 25 May 2019 had adequately addressed and answered this matter. Ms Shanley explained that there were wider issues with the boiler. She had been told by the plumber that it could still be used on an eco setting and that the issue was a heating

18. **Paragraph 26 - You must respond to enquiries and complaints within reasonable timescales and in line with your written agreement.**

The Applicant referred to production 1 which was a copy of the Respondent's Complaint's Procedure. This set out a complaint would be acknowledged within 5 working days and a detailed written reply including suggestions to resolve the matter within 10 working days. The Applicant stated that he had sent the initial letter of complaint to the Respondent on 12 April 2019 setting out the various breaches of the Code. However, he explained the Respondent did not send an acknowledgement to that until 24 April 2019 and referred to productions 3 and 4. He explained that was late under the Complaint's Procedure.

19. He further explained that he had to chase the Respondent to reply fully to his complaints as evidenced by production 5 which was an email to the Respondent dated 24 May 2019. He got a response the next day when she sent the letter of 25 May 2019 with reference to production 7. This was also late. Both the acknowledgement and the response fell out with the timescales set out in the Respondent's own procedure.

20. Ms Shanley accepted the responses were late. She explained the Applicant sent his letter via his work email address and she felt he could have given her a personal email address as it was not appropriate to correspond via his work email address. She thought the Applicant would not have had an internet connection at his new address at this time. The Tribunal noted that she had sent a letter to him on 24 April 2019 at his new home address as shown in production 5. She accepted she therefore had his forwarding address. The Tribunal also noted that with reference to production 13, she had corresponded previously with the Applicant at his personal email address.

21. **Paragraph 28 – You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.** The Applicant alleged that the Respondent had been intimidating and accusatory in her correspondence about the keys to the property after he had vacated it. He referred the Tribunal to production 21 which was a text message the Respondent sent on 6 April 2019, the day after they had moved out which read " *Good morning Jan, can you please advise regarding the property at Logie Green keys? It's confirmed you have a key to the property. Regards Shanley Lettings*". He referred to production 22, the Respondent's email of 22 March 2019 asking him to put the keys through the letterbox. He explained that he had put two sets of keys through the letterbox as requested and as he advised in his text back to the Respondent on 6 April 2019. He had received no response to this text and as a result was left anxious that he had been

element overheating. On the back of that she reported the issue to the landlord. There was still heating and hot water at the property and she had not been alerted that the heating was inadequate. Accordingly she felt the landlord's response was reasonable. The landlord as far as she had been aware was attending to the issue and she had been led to believe that the delay was not that the landlord was not authorising the repair but one of a lack of access by the Applicant. The plumber had been instructed to deal with the matter directly by the landlord. She accepted that she could have been kept better informed about the situation. She accepted that what had been reported to her about the plumber not being able to get access was untrue.

26. **Section 4 Lettings.**

Marketing and advertising.

Paragraph 38 - Your advertising and marketing must be clear, accurate and not knowlingly or negligently misleading.

The Applicant referred the Tribunal to a number of different adverts in productions 17, 18, 27, 28, 29, 30, 31, 32 and 33 placed by the Respondent which he claimed were misleading and inaccurate. Production 17 showed no disclaimer with production 18 showing the disclaimer. Productions 27 and 28 which were the same advert showed the wrong Council Tax band, the wrong description of wooden floors being described as sanded floors (the floors being laminated) and a reference to an electric shower when there was no electric shower. Productions 29,30 and 31 which were the same advert showed the correct Council Tax band, but still made reference to sanded floorboards and an electric shower and now showed also showed a disclaimer. Production 32 showed the reference to the electric shower had been removed. Production 33 showed a reference to the Letting Agent Reference Number (LARN) for the first time.

27. The Respondent accepted the references to the Council Tax band, electric shower and the sanded floorboards were wrong in some of the adverts. She paid Citylets a monthly fee for advertising the property and explained there had been technical issues with regard to an error with the inclusion of the LARN. She had taken this up with Citylets who explained that it was a software issue. Her intention however had not been to mislead anyone.

28. **Section 5 Management and Maintenance.**

Property access and visits.

Paragraph 82 - You must give the tenant reasonable notice of your intention to visit the property and the reason for this. At least 24 hours' notice must be given, or 48 hours' notice where the tenancy is a private residential tenancy, unless the situation is urgent or you consider that giving such notice would defeat the object of the entry. You must ensure the tenant is present when entering the property and visit at reasonable times of the day unless otherwise agreed with the tenant.

The Applicant explained that on 17 July 2018 the landlord had just turned up at the property without any notice. On 21 August 2018, the landlord again turned up at the property without any notice. He complained to the Respondent as evidenced by production 34. In March 2019, the Respondent had given less than 24 hours' notice that access was required with reference to production 35. The Respondent in his opinion by doing so had no regard to his privacy.

29. Ms Shanley accepted that on occasions the Applicant had not been given sufficient notice that access was required in terms of the tenancy agreement.

Findings in Fact

30. The Respondent was the Letting Agent during the Applicant's tenancy at 37/2 Logie Green Road, Edinburgh. The Applicant vacated the property on 5 April 2019.

31. Production 8 is a record that the parties had two telephone conversations on 14 March 2019. During those conversations, the Respondent did not call the Applicant's partner a liar and did not refer to the property as being the *"property from hell"*. The Respondent also did not advise the Applicant she would take the advert for the property down. The parties agreed the Applicant would vacate the property on 5 April 2019.

32. Production 1 is the Respondent's Complaints Procedure. In terms of the Procedure the Respondent was obliged to respond to complaints initially within 5 working days and respond fully within 10 working days.

33. Production 2 is the Applicant's letter to the Respondent dated 12 April 2019 setting out the alleged breaches under the Code.

34. Productions 3 and 4 are the Respondent's initial response dated 24 April 2019. This response was sent by the Respondent outwith the period of 5 working days as provided for in the Complaint's Procedure.

35. Production 5 is an email from the Applicant to the Respondent dated 24 May 2019 seeking a response to his letter of 12 April 2019.

36. Productions 6 and 7 are the email and letter of response from the Respondent to the Applicant dated 25 May 2019. This response was sent by the Respondent out with the period of 10 working days as provided for in the Complaint's Procedure.

37. The letter of 25 May 2019 did not fully address the complaints made by the Applicant. The response was defensive, inaccurate, not transparent and contained unfortunate use of language including putting inappropriate questions to the Applicant.

38. Production 9 is an email chain dated 7 June 2017 between the parties. The Respondent had given the Applicant permission to keep two cats in the property. Production 12 is a record of texts between the parties relating to the cats. The Respondent knew the cats would be in the property at times.

39. Productions 10 and 11 are an email chain dated 9 April 2019 from the Respondent to the Applicant. The Respondent wrongly stated in the first email that the Applicant had no permission to keep the cats. This was a typographical error. The Respondent immediately apologised for this mistake in her subsequent email.

40. The Respondent's response in her letter of 25 May 2019 that the Applicant was misleading and in breach of the tenancy agreement in relation to the cats is inaccurate.

41. Production 13 is an email from the Applicant to the Respondent dated 22 March 2019 referring to him cancelling his mandate for payments with reference to a verbal confirmation that no further payments be made. The Applicant paid rent of £110.96 for the period 1- 5 April 2019.

42. Productions 14, 15 and 16 are texts between the Applicant and the landlord's plumber from 8 November 2018 – 25 January 2019. The texts show the delay in carrying out repairs to the property was caused by the plumber and not by the Applicant's failure to allow access. The Respondent was not party to these texts.

43. The landlord directly instructed the plumber. The Respondent did not make adequate enquiries as to the repair to the boiler with the plumber. The Respondent was wrong to rely on the plumber's report that the delay had been caused by the Applicant refusing access as set out in her letter of 25 May 2019. This was inaccurate.

44. The Respondent had no evidence that the landlord was not meeting their legal obligations as a landlord and was refusing or unreasonably delaying complying with the law.

45. Productions 17, 18, 27, 28, 29, 30, 3, 32 and 33 were adverts placed by the Respondent in Citylets. The Respondent was responsible for ensuring the accuracy of the content of these adverts. The adverts were not accurate. Production 17 showed no disclaimer with production 18 showing the disclaimer. Productions 27 and 28 showed the wrong Council Tax band, the wrong description of wooden floors being described as sanded floors when the floor were laminated and a reference to an electric shower when there was no electric shower. Productions 29, 30 and 31 showed the correct Council Tax band and a disclaimer, but still made reference to sanded floorboards and an electric shower. Production 32 showed the reference to the electric shower had been removed. Production 33 showed a reference to the Letting Agent Reference Number (LARN) for the first time.

46. Production 22 is an email dated 22 March 2019 from the Respondent to the Applicant about the return of keys to the property. The Applicant returned all keys to the property through the letterbox on 5 April 2019.

47. Production 21 is a record of text messages between the parties on 6 April 2019 regarding the return of keys to the property. The Respondent's text is not intimidating or accusatory.

48. Production 34 is an email dated 21 August 2019 from the Applicant to the Respondent complaining that the landlord had turned up for access to the property without prior notice to the Applicant. Production 35 is a text message from the Respondent to the Applicant sent at 17.33 on Monday 18 March 2019 seeking access on Tuesday 19 March 2019 at 1pm. This was not sufficient notice for access in terms of the Applicant's tenancy agreement.

Statement of Reasons

49. The Tribunal having considered the evidence of both parties and the productions before the Tribunal considered that the Respondent was not in breach of paragraphs 17, 28 and 31 of the Code. There was no evidence before the Tribunal to substantiate the alleged breaches under these paragraphs.

50. With regard to paragraph 17, the Tribunal accepted the Respondent's direct evidence as to the content of her conversations with the Applicant's partner

on 13 March 2019 in the absence of direct evidence from the Applicant's partner. Further, the Tribunal preferred the Respondent's evidence that she would not take the adverts down from the Citylet's website as this would have financial implications for her. Her evidence that she would not conduct any further viewings until the property was in order was accepted by the Tribunal.

51. The Tribunal was of the opinion that a fair reading of the text message from the Respondent to the Applicant on 6 April 2019 was not intimidating or threatening. Rather it was seeking confirmation that the keys had been returned. There was absolutely no hint of any threatening, abusive or threatening language. Accordingly, the Respondent was not in breach of paragraph 28 of the Code.

52. There was no evidence before the Tribunal that the Respondent had breached paragraph 31. Whilst the Tribunal appreciated the Applicant's frustration at the delay in the repair to the boiler between October – December 2019, particularly as the Tribunal accepted this was due at least in part to the plumber arranging and then re-arranging appointments, there was no evidence before the Tribunal that the landlord was not meeting their legal obligations and was refusing or unreasonably delaying complying with the law. That being the case, there was nothing to compel the Respondent to report the landlord to the appropriate authorities and withdraw from acting on behalf of the landlord.

53. The Tribunal having considered the evidence of both parties and the productions before the Tribunal considered that the Respondent was in breach of paragraphs 19, 26, 38 and 82 of the Code.

54. The Respondent had always accepted that permission had been given to the Applicant to keep cats. On a fair reading of the emails of 9 April 2019 it was clear to the Tribunal that the Respondent had made a typographical error in saying that there was no permission. This had not been a deliberate or false act. The Tribunal was not prepared to find the Respondent was in breach of paragraph 19 in that regard.

55. However, where the Respondent had failed was in her response to the Applicant in her letter of 25 May 2019 when she stated *" I think you will find you are the one misleading and breaching your tenancy agreement".* Whilst there was some debate as to whether these were truly "outdoor" cats, the Tribunal accepted that parties were aware that the cats would be indoors on occasions e.g., to get fed, as shown in the text messages from October 2018. This statement is misleading as it appears to relate back to debate as to

whether the Applicant had permission for two cats. The Respondent accepted she had been careless in her use of language. The Tribunal considered her response was haphazard with no real thought or effort made to fully and accurately respond to the Applicant's complaint. The Tribunal considered in the circumstances that the Respondent was in breach of paragraph 19 of the Code.

56. Ms Shanley accepted that she had not replied to the Applicant in accordance with her Complaint's Procedure. She is accordingly in breach of paragraph 26.

57. Ms Shanley also accepted that the adverts she had placed were inaccurate. Whilst the Tribunal accepted that she had not intended to mislead anyone, the Tribunal considered that she had been careless in the drafting of these adverts and that the unintended consequence of her actions was that they were negligently misleading. She is accordingly in breach of paragraph 38.

58. The Respondent also correctly accepted that the evidence showed that both she and the landlord had not given the Applicant at least 24 hours' notice that access to the property was required. The Respondent admitted this was contrary to the tenancy agreement. Whilst she could not control the landlord turning up at the property unannounced she herself should have taken steps to ensure that she did not breach the Code. It was unacceptable for her to place the Applicant in a potentially invidious position by simply saying he could refuse access as she had stated in her response of 25 May 2019. This was not an acceptable response to the Applicant's complaint. It is inappropriate and defensive, particularly when she knew the terms of the tenancy agreement had been breached. She is accordingly in breach of paragraph 82.

59. The Applicant asked the Tribunal to award him the return of the final payment of rent of £110.96 and a sum in relation to inconvenience. The Tribunal is not prepared to ask the Respondent to return the rental payment as it appears to the Tribunal that rent was lawfully due by the Applicant up until he vacated the property on 5 April 2019 by mutual agreement. However, in all the circumstances, the Tribunal awards the Applicant £300 by way of compensation for the inconvenience of having to raise his very detailed complaint, chasing the Respondent for a full response and then bringing this Application to the Tribunal due to the inadequate response to his complaints by the Respondent in her reply of 25 May 2019.

Decision

60. The Tribunal determined the Respondent had failed to comply with paragraphs 19, 26, 38 and 82 of the Letting Agent Code of Practice and makes a Letting Agent Enforcement Order requiring the Respondent to -

i. Pay the Applicant the sum of THREE HUNDRED POUNDS (£300) STERLING within 14 days from the date of service of this order as compensation for the inconvenience suffered by the Applicant.

ii. Provide the Tribunal within 14 days from the date of service of this order a written note of procedure confirming appropriate systems are in place to ensure the giving of notice to tenants for access and how the Respondent will manage landlords who chose to be responsible for maintenance and repair to ensure they also give sufficient notice and that the Respondent is kept informed as to the progress of repairs where instructed directly by landlords.

iii. Provide the Tribunal within 14 days from the date of service of this order a written note of procedure confirming appropriate systems are in place to ensure information on adverts is complete and accurate. This should include a procedure for review of adverts.

iv. Provide the Tribunal within 14 days from the date of service of this order with an undertaking she will comply with the Complaint's Procedure and that she will ensure her responses under that are clear, full, unambiguous and accurate.

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.

16 October 2019.
Date

Shirely Evans
Legal Member & Chair