



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

Reference number: FTS/HPC/LA/25/4591

The Parties:

Dr Edward Doig, 50 Everton Road, 23-03, Singapore, 089396, Singapore (“the Applicant”)

Countrywide & SHH Lettings, 26 Springfield Court, Glasgow, G1 3DQ (“the Respondent”)

Tribunal Members:

Shirley Evans (Legal Member and Chair) and Janine Green (Ordinary Member)

Decision (in the absence of the Applicant)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent has complied with paragraphs 90, 93, 108, 110 and 112 of the Letting Agent Code of Practice (“the Code”).

Background

1. This is an Application dated 24 October 2025 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 Agent 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 had lodged copies of emails with the Respondent in support of his application dated 30 August 2022, 8 September 2022, 27 September 2025, 13, 14, 15, 17, 22, 23 and 24 October 2025 including the Applicant’s email of 23 October 2025 intimating the alleged breaches of the Code prior to raising the application.

3. On 28 May 2026 the Tribunal enclosed a copy of the application to the parties and advised parties that a Case Management Discussion (“CMD”) under Rule 17 of the Regulations would proceed on 13 July 2026. This paperwork was served on the Respondent by William Wywalec, Sheriff Officer, Kirkcaldy on 29 April 2026 and the Certificate of Intimation was received by the Tribunal administration.
4. The Respondent provided a written response to the Application on 9 July 2026.

Case Management Discussion

5. The Tribunal proceeded with a Case Management Discussion on 13 July 2026. The Respondent was represented by Ms Paula Neeson, the Senior Head of Property Management and was accompanied by Ms Jennifer Brown. There was no appearance by or on behalf of the Applicant despite the CMD starting 10 minutes late to allow him plenty of time to join the call. The Tribunal was satisfied the Applicant had received notice under Rule 24 of the Regulations and accordingly proceeded with the CMD in his absence.
6. In terms of the application the Applicant alleged the Respondent had breached paragraphs 90, 93, 108, 110 and 112 of the Letting Agents Code of Practice (“the Code”) as contained within the Letting Agent Code of Practice (Scotland) Regulations 2016. The Applicant alleged that the Respondents had failed to inform him adequately about a dishwasher warranty period in 2022 and failed to deal with a faulty dishwasher in 2025, potentially leading to him being under financial burden caused by misinformation in the first place and the Respondent’s failure to provide a swift solution within a good timeframe.
7. Ms Neeson advised that the dishwasher had been replaced in 2022 following on a 2021 replacement. The Tribunal confirmed that from the correspondence lodged by the Applicant it understood the Respondents paid for that dishwasher. Ms Neeson confirmed that was the position. The Tribunal questioned her regarding the warranty of this new dishwasher. She advised that the original quote sent to the Applicant was for a Lamona Integrated Dishwasher Model LAM8607 with a 3 yr warranty. She explained that the Applicant never accepted this quote as he wanted them to pursue the warranty of the 2021 dishwasher that had broken down. There had been

issues with that. They had managed to get a contribution to the cost of replacement and had offered themselves to partially pay for the replacement, but that the Applicant refused to make any contribution to the new dishwasher. The Tribunal confirmed it had noted the terms of the emails lodged by the Applicant dated 30 August 2022 and 8 September 2022 and that the Applicant had stated he would not be paying for the new dishwasher and that the Respondents in the circumstances should pay for the replacement. Ms Neeson explained that everything they did was unacceptable to the Applicant. They never received any instruction from the Applicant to replace the dishwasher with a particular dishwasher.

8. Ms Neeson went on to explain that by September 2022, they decided that they had to replace the dishwasher for the tenant to comply with the repairing standard. The contractor who had supplied the quote for the Lamona dishwasher advised there were issues with manufacturing that dishwasher. They instructed DG Appliances who replaced the dishwasher with an Indesit dishwasher with a warranty of 12 months for labour and 10 years for parts. The Tribunal queried whether they had advised the Applicant about the warranty, it being different from the original quote. Ms Neeson advised that they had made the Applicant aware that a new dishwasher had been installed, but on being questioned further by the Tribunal, could not say for certain that the Applicant had been advised of the warranty although with reference to an email of 5 October 2022 the Applicant was advised the dishwasher had been replaced. The Tribunal asked that the Respondent forward a copy of the email of 5 October 2022. The Respondent thereafter provided a copy of the email. Ms Neeson explained that after that there was no further correspondence regarding the dishwasher from the Applicant.
9. In September 2025 the Indesit dishwasher broke down. Ms Neeson explained that they reported this to the Applicant. The Applicant was focused on the warranty and not on the replacement of the dishwasher. Ms Neeson explained that the Applicant again refused to pay for a new dishwasher in 2025 because he felt it should be under warranty. However, the Respondent had never received any instruction from him to accept the quote for the Lamona in 2022. They wrote to the Applicant and answered his queries regarding the warranty and the dishwasher. The Tribunal noted the contents of the emails between the parties lodged by the Applicant of 27 September 2025, 13,14,15,17,22, 23 and 24 October 2025. Ms Neeson explained that they also emailed him on 28 November 2025 as the tenant was asking by then if the dishwasher would be replaced. They asked the Applicant if he was still not looking to replace the dishwasher so they could advise the tenant. The Tribunal asked that the Respondent forward a copy of the email of 28 November 2025. The Respondents thereafter provided a copy of that email. Ms Neeson explained

that the Applicant replaced the dishwasher in December 2025 at his own expense.

10. The Tribunal queried whether they had ignored any requests from the Applicant for a copy of their complaint's procedure and the Letting Agent Code of Conduct. Ms Neeson explained that the Applicant had first mentioned the Code in his email of 23 October 2025 and made reference to his complaint. He had not requested a copy of either their complaint procedure or the Code. They nevertheless forwarded copies of both in their email to him also of 23 October 2025. The complaints procedure set out clearly how they dealt with complaints.

Findings in Fact

11. The Respondent is the Letting Agent for the Property at Flat 7/3, 59 Rose Street, Glasgow, G3 6SP. The Applicant is the Landlord of the Property which is let out to a tenant.
12. In or about May 2022 the dishwasher at the Property broke down. That dishwasher had been replaced in 2021. The Respondents provided a quote to the Applicant for a replacement dishwasher namely a Lamona Integrated Dishwasher Model LAM8607 with a 3 year warranty. The Applicant did not instruct the Respondents to accept this quote. The Applicant refused to pay for any replacement dishwasher. The Applicant insisted the Respondent to pursue the warranty under the 2021 dishwasher for a replacement dishwasher.
13. The Respondent pursued the warranty and secured part payment under the warranty and offered to contribute to the cost of a new dishwasher at reduced cost to the Applicant. The Applicant refused to pay for a new dishwasher at a reduced cost. The Applicant did not instruct the replacement of any dishwasher.
14. By September 2022 the Respondent decided to proceed with a replacement dishwasher at their own expense to ensure the tenant had a replacement. Due to difficulties in manufacturing of the Lamona dishwasher the dishwasher was replaced by DG Appliances in September 2022 with an Indesit dishwasher with a warranty of 12 months for labour and 10 years for parts.
15. On 5 October 2022 the Respondent advised the Applicant that the dishwasher had been replaced. The Respondent did not inform the Applicant that the

Indesit dishwasher replacement carried a 12-month warranty. No further correspondence was received from the Applicant about the dishwasher.

16. In or about September 2025 the Indesit dishwasher broke down. This was reported to the Applicant by the Respondent on 10 September 2025. The Respondent instructed a contractor to attend at the Property and provided the Applicant with options for replacement. The Applicant refused to pay for a new dishwasher. The Applicant complained that he was not aware the dishwasher did not have three-year warranty and made reference to the Lamona dishwasher. The parties corresponded throughout September and October 2025 about the dishwasher. The Applicant did not give any instruction for the dishwasher to be replaced.
17. On 28 November 2025 the Respondent emailed the Applicant to ask whether he intended to replace the dishwasher. The Applicant replaced the dishwasher at his own expense in or about December 2025.
18. The Applicant never requested a copy of the Respondent's complaints procedure or a copy of the Code from the Respondent. By email of 23 October 2025 to the Respondent, the Applicant mentioned his "complaint" and breaches of the Code. The Respondent sent the Applicant a copy of their complaints procedure and the Code under cover of their email of 23 October 2025. The Respondent's complaints procedure sets out how they deal with complaints.

Reasons for Decision

19. Section 48(4) of the Housing (Scotland) Act 2014 provides that, "*No application may be made (to the Tribunal) unless the applicant has notified the letting agent of the breach of the code of practice in question*". Section 48(3) requires an Applicant to set out in their application, the Applicant's reasons for considering that the letting agent has failed to comply with the Code. The Tribunal accepted that the Applicant's email of 23 October 2025 had notified the Respondent of the paragraphs of the Code he considered they had breached.
20. Whilst part of the Applicant's complaint was that the Respondent had failed to inform him adequately about a dishwasher warranty period in 2022 and that he had been misinformed by the Respondent, none of the paragraphs of the Code as intimated to the Respondent and under the application covered this aspect of his complaint. The Tribunal is confined to the breaches so intimated and under the application. The Tribunal cannot consider any other paragraphs of the Code which have not been intimated on the Respondent, which do not form

part of the application, and which may have been more relevant to this part of his complaint.

21. The Tribunal carefully considered the application, the documents produced by both parties and the oral submissions from Ms Neeson in reaching its decision on the application.
22. In terms of the events arising from the original replacement dishwasher in 2022 and the subsequent breakdown in 2025, the content and the chronology of correspondence between the parties was self-evident. The issue for the Tribunal to determine was whether the Respondent's actions in dealing with the matter amounted to compliance with the sections of the Code narrated in the application.
23. The Tribunal considered each of the Code paragraphs as relied on by the Applicant.
24. ***Paragraph 90 - Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.***

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 reason for it as soon as possible.

Regarding the 2022 replacement, it appeared to the Tribunal that the Respondent had done its best to deal with the replacement of the dishwasher as quickly as possible. However, they had not received any instruction from the Applicant to replace the dishwasher with the Applicant's focus being on pursuing a replacement under a warranty. The Respondent had had to take matters into their own hands and replace the dishwasher at their own expense. They had dealt with this repair appropriately when faced with the Applicant's refusal to replace the dishwasher.

25. Similarly in 2025 there was no evidence that there had been any delay in managing the repair to the dishwasher. The Respondents had been met with resistance to replace the dishwasher. There was clear correspondence before the Tribunal which showed that the Respondent had done what they could to get instructions from the Applicant to replace the dishwasher. Those instructions were not forthcoming. The Tribunal concluded therefore that both repairs had been dealt with appropriately and in a reasonable period of time in the circumstances. The correspondence in September and October 2025 showed the Respondent had responded to the Applicant promptly and had kept him fully informed. The Respondent cannot therefore be found to have breached paragraphs 90 or 93 of the Code.

- 26. 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 Tribunal found no breaches of this paragraph of the Code. The Applicant had lodged correspondence in September and October 2025 which showed that he had raised queries with the Respondent about the warranty and wanted his concerns to be treated as a complaint. That correspondence showed that the Respondent had responded quickly and fully to the Applicant's emails. The application did not specify how the Applicant considered the Respondent had breached this paragraph in either 2022 or 2025. The Tribunal found no breach of paragraph 108.

- 27. Paragraph 110 You must make landlords and tenants aware of the Code and give them a copy on request, electronically if you prefer.**

The Tribunal found no breach of this paragraph of the Code. The Applicant knew about the Code as was clear from his email of 23 October 2025. The Applicant had mentioned various breaches under the Code in his email of 23 October 2025. Although not requested, the Respondent had sent a copy of this to the Applicant by return. The application did not specify how the Applicant considered the Respondent had breached this paragraph in the context of his knowledge about the Code. The Tribunal found no breach of paragraph 110.

- 28. Paragraph 112. You must have a clear written complaints procedure that states how to complain to your business and, as a minimum, make it available on request. It must include the series of steps that a complaint may go through, with reasonable timescales linked to those set out in your agreed terms of business.**

The Tribunal found no breach of this Section of the Code. The Tribunal accepted the Respondent had a clear written complaints procedure. The application did not specify how the Applicant considered the Respondent had breached this paragraph. The Tribunal found no breach of paragraph 112.

Decision

29. Accordingly, for the reasons outlined above the Tribunal found that the Respondent has complied with the Code in relation to the sections the Applicant intimated in terms of Section 48(4) of the Housing (Scotland) Act 2014 and as set out in his application.

30. The decision of the Tribunal was unanimous.

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.

Shirley Evans – Chairperson of the Tribunal
18 July 2026