

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 48(1) of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/LA/24/3212

Parties:

Ian MacLennan, Monika Silkaityte 11 Wilkinson Drive, Edinburgh, EH17 8HQ (“the Applicants”)

D J Alexander, John Cotton Centre, 10 Sunnyside, Edinburgh, EH7 5RA (“the Respondent”)

3/15 Saunders Street, Edinburgh, EH3 6TR (“the Property”)

Tribunal Members:

**Josephine Bonnar (Legal Member)
Helen Barclay (Ordinary Member)**

DECISION

The Tribunal determined that the Respondent has failed to comply with paragraphs 17, 21, 27, 91 and 108 of the Letting Agent Code of Practice. The Respondent has not failed to comply with paragraphs 16, 85, 90, 93 and 94 of the Code.

The decision is unanimous.

Background

- 1. The first Applicant lodged an application in terms of Rule 95 of the Tribunal Procedure Rules 2017 and Section 48(1) of the 2014 Act. The application states that the Respondent failed to comply with the Letting Agent Code of Practice. Documents were lodged in support of the applications, including a tenancy agreement and evidence that the Respondent had been notified of the complaints prior to the application being made.**
- 2. A Legal Member of the Tribunal with delegated powers of the President referred the application to the Tribunal. The Tribunal scheduled a case management discussion (“CMD”) for 7 April 2025. The Respondent’s representative requested a postponement of the CMD due to having another CMD scheduled for the same date and time. The Tribunal granted the request**

and the CMD was re-scheduled for 23 April 2025. On 21 April 2025, the Applicant's recently appointed representative requested a postponement as he required additional time to consider the papers. The request was granted and the CMD re-scheduled for 9 July 2025. The Respondent made a further postponement request which was also granted. The parties were notified that the CMD would take place on 3 November 2025. Prior to the CMD the Respondent lodged written submissions and the Applicant's representative withdrew from acting.

3. The CMD took place on 3 November 2025. Mr MacLennan participated and was supported by the joint tenant, Ms Silkaityte. The Respondent was represented by Mr Urquhart and Mr Tierney
4. The Legal Member of the Tribunal noted that some of the complaints in the application might be more appropriately directed against his landlord. Mr MacLennan said that he had not taken legal advice before making the application. He made the application against the letting agent as his contract was with them. However, he understood that some aspects of the case should perhaps be directed against the landlord and said that he might raise another application. However, he believed that the Respondent was responsible for some of his concerns. Furthermore, the landlord's address was c/o the Respondent in the tenancy agreement.
5. The Tribunal noted that the initial submission lodged by the Respondent stated that they could not respond to the Code breaches mentioned in the application until the Applicant had provided better specification. The Legal Member confirmed that the Applicant should go through the application and provide further details of how each of the specified sections of the Code had been breached. A direction would be issued in relation to this and other matters.
6. Mr Urquhart told the Tribunal that the Respondent had always acted in accordance with the Code. He said that if the Tribunal concluded otherwise, steps would be taken. He said that the landlord was aware that there had been delays with repair work and wanted to work things out. He had been hampered by financial restrictions. Mr Urquhart also said that they had been unaware of the planned work in relation to the cold-water storage tank until February 2024. Correspondence received in 2021 and 2022 and addressed to the landlord had just been passed on. Thereafter the Council corresponded with the landlord, and the Respondent was unaware of the situation until the landlord provided them with a letter from the Council in February 2024. Mr MacLennan said that he had unredacted versions of letters lodged by the Respondent which suggests that this was not the case.
7. The Tribunal confirmed that the application would proceed to a hearing. Mr MacLennan said that he could participate by video conference, Mr Urquhart said that he would prefer for it to be in person.
8. Following the CMD, the Tribunal determined that the hearing would take place in person, if a suitable venue could be arranged. Otherwise, a video

conference hearing would be scheduled. The Applicant then sent an email to the Tribunal stating that he was likely to be out of the country at the date of the hearing. He requested a hearing by video conference at 2pm rather than 10am for this reason. The Applicant also asked if the joint tenant, Monika Silkaityte could be added as joint Applicant.

9. The parties were notified that a video conference hearing would take place on 22 April 2026 at 2pm. The hearing took place on that date. Mr MacLennan participated and the Respondent was represented by Mr Urquhart. The hearing was then adjourned to 17 August 2026. The Tribunal heard further evidence from both Mr MacLennan and Mr Urquhart on that date.
10. During the hearing on 17 August 2026, Mr MacLennan referred to a 60-page bundle of documents which he said had been lodged with the Tribunal prior to the Hearing. These included an excerpt from his medical records. The Tribunal noted that the 60-page bundle had not been sent to them. Mr MacLennan was advised that the bundle and the medical evidence would only be considered if he could provide evidence that it had been submitted before the hearing. He would be given the opportunity to do this before a decision was made on the application. Following the hearing the Tribunal established that the bundle had been submitted in connection with a related application against the landlord and not in connection with the present application. Mr MacLennan lodged a submission which asked the Tribunal to exercise its discretion and allow the medical evidence. However, he also pointed out that the medical record had been submitted with a previous bundle of documents by his former representative. The parties were notified that the medical record would be considered as it had been received with the previous submission. However, the other parts of the 60-page bundle would not be considered unless they had also been submitted previously.

The Hearing on 22 April 2026

Preliminary matters

11. The following preliminary matters were dealt with at the start of the hearing: -
 - (a) Although Mr MacLennan had made a written request to add Ms Silkaityte as joint Applicant, and the Respondent had not objected, the Tribunal's case management system and paperwork had not been updated. In addition, the video conference invite had only been issued to Mr MacLennan. Mr MacLennan said that Ms Silkaityte understood that she was now a party to the application and was aware of the Hearing. She had previously planned to participate but was now unavailable. Mr MacLennan confirmed that he and Ms Silkaityte were happy for the hearing to proceed in her absence.
 - (b) In response to a question from the Tribunal, Mr MacLennan said that the tenancy terminated on 30 November 2025.

- (c) Following discussion, it was agreed that late submissions would be considered.
- (d) The Legal Member noted that the Tribunal would be considering the breaches of the Code set out in the Applicant's submission dated 21 November 2025 but not the complaint under paragraph 48 as it was not part of the original application and had not been notified to the Respondent prior to the application being made.
- (e) It was noted that the Applicant had been asked to obtain and provide unredacted versions of the letters from the Council, as the redacted versions hid the addressee's details which was relevant to the Applicant's complaints. Only two unredacted versions had been submitted, being the two letters already submitted by the Respondent.
- (f) The Legal Member advised the parties that the complaints made in terms of the Housing (Scotland) Act 2006 and the Repairing Standard would not be considered. The Tribunal's jurisdiction was restricted to the Letting Agent Code of Practice as the obligations imposed by the 2006 Act applied to landlords rather than letting agents.

Paragraphs 16 and 17.

- 12. Mr MacLennan told the Tribunal that the Respondent had failed to comply with relevant legislation by failing to comply with the Code. He could not identify other legislation but felt that the tenants should have been told about the condition of the property and the risks. The Respondent had not been honest, open and transparent in relation to this. The water was unsuitable. The letters from the Local Authority said that the tanks were unsafe and in the letter from October 2021 there is a reference to a legionella check. Mr MacLennan's own report indicates that there was a high risk of legionella. The Respondent could have made enquiries and found this out. The Legal Member noted that the unredacted letter dated 20 October 2021 does not state that the water was unsafe. It states that the tanks require to be replaced and that a legionella check had been carried out. Mr MacLennan said that the information about the tanks should have been disclosed.
- 13. Mr Urquhart told the Tribunal that the Respondent did not make a conscious decision to withhold information about the tanks. The 2021 correspondence was received and passed on to the landlord. The subsequent correspondence was sent by the Council to the landlord. The earlier correspondence did not indicate that there was an urgent defect, and the Respondent had their own legionella report which said, "low risk". This is dated January 2021. Mr MacLennan said that this report contained errors. The Council's legionella assessment dated 12 May 2021 (following an assessment on 12 December 2020) confirms high risk. (Submission April 2025). There are discrepancies between this report and the Respondent's report. They could have obtained a copy of that report and could have been aware. Mr Urquhart said that the Respondent has no record of receiving a copy of the May 2021 report. Most of

the communications went direct to the landlord and the Respondent was entitled to rely on the professional advice they had previously received about the legionella risk.

14. Mr MacLennan said that the Respondent was aware that the tanks were going to fail and that the tenants should have been told at the start. When they were eventually told in February 2024, they then heard nothing further and requested an update in May 2024, with no response. They only discovered what was happening when they were suddenly without water in June. Mr Urquhart said that the Respondent actively engaged with the Council during this period but that the Council did not tell them what was happening, and when. They went ahead and cut off the water without notifying the Respondent. As soon as the Respondent became aware, they contacted the Council.
15. Mr MacLennan referred the Tribunal to the letters from the Council. The landlord was given options, one of which was to upgrade the boiler. The landlord messaged the Respondent in February 2024 with a copy of the letter and said, "Water will be cut off in March what will we do?" The message was marked as urgent. Mr Urquhart said that they contacted the Council when they received that message. They asked for clarification of the position but got no response. From February 2024, they were also liaising with the landlord about his options. They also told the Applicant and tried to get access in March. Mr MacLennan said that that he was contacted by the Respondent in March 2024 to ask if they would be in so that they could send someone to look at the tank. Mr Urquhart said that the Respondent's communication with the Applicant could have been better but that they were not told when the water would be cut off so could not pass on the information. Mr MacLennan said that there was something on the portal in March but not addressed to the tenants of this property. In any event, it only takes 3 to 5 days to put in a new boiler. If they had been told they would have been able to prepare. They ended up with no water for a month while the Respondent insisted on getting three quotes from contractors. In response to a question from the Tribunal Mr MacLennan said that the new boiler could have been installed in advance, they did not need to wait for the tanks to be disconnected by the Council. Mr Urquhart told the Tribunal that the timescales involved were due to a number of factors. The landlord had the option of repairing the boiler or replacing it. He was also not sure if it was possible to replace the boiler in advance of the Council work, he would need to check but thought it was more complicated than the Applicant suggested.
16. Mr MacLennan told the Tribunal that when the contractor installed the new boiler, he did not seal up the flue hole for the old one. As a result, they were left with a 6 inch diameter hole, the size of a fist. It was behind the washing machine. Although they reported it and chased up the Respondent every month, they did not get it fixed. It made the temperature in the flat over the winter very cold. Eventually, Mr Tierney told them about the landlord's financial problems in December 2024. Following this Mr MacLennan offered to pay for the repair, if he got the money back later. He had meant it as a joke, but the landlord agreed, and the work was eventually carried out in March

2025. He got the money back by way of deduction from the April rent. It cost £468 and he sent the money in December 2024. Mr McLennan said that they should have been told about the landlord's financial problems much earlier and the Respondent should have sorted the problem out in a different way, they had other options. He was left with no option but to effectively lend the landlord the money.

17. Mr Urquhart said that there were communications between Richard Tierney and the tenant over a period of time and they had to get quotes for the work. They tried to get it done as quickly as possible. The situation was not ideal, and the landlord was told the work was needed. However, the email chain between Mr Tierney and Mr McLennan show that he offered to pay and to get the money back in March or April. The flue issue was not included in the contractor's instruction in relation to the new boiler due to the landlord's financial constraints. However, the Respondent reminded the landlord of his obligations and warned him of the possibility of tribunal proceedings. The only other option they had was to disengage. The landlord asked for quotes. Mr MacLennan said that old flue hold should have been sealed as part of the installation of the new boiler. There were emails from the landlord. On 17 October 2024 he said that he still had the final payment to make on the boiler the next month so the work to deal with the mould would need to be carried out in January 2025 as he needed the rental income to pay for it. This showed that the boiler had been paid off in November 2024.

Paragraph 21

18. Mr MacLennan said that they were without a boiler for a month and that the Respondent should have obtained the quotes earlier. It was not appropriate to waste time getting quotes in an emergency situation. Mr Urquhart said that they were actively progressing the installation of a new boiler. They were also liaising with the Council. They had to get quotes from contractors. The situation was not straightforward, and it took time to get comparative quotes. These were all for different prices. The landlord wanted quotes. Mr MacLennan said that it was the Respondent's duty to manage the property and this is not just about collecting the rent. The landlord should have been pushed. They had three years during which time they knew that work was required. They waited until there was an emergency situation. The Respondent should have asserted the tenant's rights and advocated for the tenant. In response Mr Urquhart said that he could only re-iterate that there were various options available to the landlord and that they could not act without his authority and instructions. They always relayed the tenant's complaints. Contractor availability was also an issue. Mr MacLennan said that he was unhappy with the way that the Respondent passed on his concerns. They would say that the tenant had threatened legal action, not just that the situation was unfair on the tenant.

Broken tap and oven

19. Mr McLennan told the Tribunal that it took several months for a loose tap and an issue with the oven to be fixed – these add to the picture of systematic neglect. There was mould on the bedroom walls and windows although the pre tenancy checklist said they were fine. The tenants had not noticed the problem when they viewed the property because the viewing was very quick, only a few minutes, and it wasn't noticeable until they moved in. However, the Respondent knew about it. They messaged the Respondent. Most of the mould was behind a headboard. They sent photographs. After a few months a cleaning company came to wash the walls with acid. Eventually the investigated the issue because the mould came back. It was established that wooden window frames had rotted. They were replaced with UPVC.
20. Mr Urquhart said that the pre tenancy check did not identify any mould. This is just a visual inspection, and the property appeared to be in a lettable condition. When the mould was reported they approached the landlord with options. They tried cleaning it, but it re-appeared and they arranged for investigations. The walls were only cleaned once – they thought it might be a lifestyle issue. The landlord was given all the information, and they acted on his instructions. Mr MacLennan confirmed that the windows in both bedrooms were sealed. However, the tenants should not have been exposed to mould and should have been notified that the water tank was dangerous. The Respondent did not exercise reasonable care and did not act in a timely way. The flue took 9 months to be sorted. Mr Urquhart said that they always informed the landlord of any issues and dealt with matters as quickly as they could.

Hearing on 17 August 2026

21. In response to questions about how the Applicants became aware of the issues with the water tank in March 2024, Mr MacLennan said that they received a message from the letting agent that access was required for a contractor to look at the water tank. They were not given any additional information. The contractor did not get access because there is no door entry system and he could not get into the block. Mr Urquhart said that the Respondent had instructed the contractor. The Respondent had been aware of the issues with the water tank since February 2024 but were not aware of any date for disconnection. The contractor was instructed just to assess the water tank. The Council did not inform the Respondent in advance that the water tank was being disconnected. The contractor who tried to attend told the Respondent that he would go back but failed to do so. As a result, they had to get another contractor for the new boiler. Mr MacLennan said that he had no direct contact with the contractor and heard nothing further until 19 May 2024 when he contacted the Respondent for an update. It was Dora Alves who told him that the contractor had not been able to get access. Mr MacLennan had assumed that the contractor would have been given a key

and the code for the main door.

- 22.** In response to questions about the new boiler, Mr Urquhart confirmed that the landlord had elected to go for option 1 as set out in the letter dated 20 October 2021. The old system was replaced with a new boiler. The quotes were obtained when the water was cut off. Dora emailed the Council when this happened. As the previous contractor had let them down, they had to get quotes from others and then get the landlord's agreement. The Council failed to notify them in advance that the water was being cut off. Mr MacLennan told the Tribunal that the block is a mixture of Council owned and privately owned flats. The majority of the private owners had installed new boilers in 2022/23.
- 23.** In relation to the defective kitchen tap, Mr MacLennan said that it was loose and leaked, causing the kitchen unit to rot. It was reported within the first week of moving in, as per the inventory, and not replaced until September/October 2024. It was reported on many occasions. Mr Urquhart said that the Respondent accepts that there was a delay. However, the respondent notified the landlord who wanted quotes and delayed due to financial issues. They did all that they could. Furthermore, the previous tenant had not reported any issues with the tap. Mr MacLennan said that the property had been empty for 3 months before they moved in. Mr Urquhart checked the Respondent's records and said that it was empty from 16 November 2023 until the Applicants moved in on 8 January 2024.
- 24.** In relation to the oven, Mr MacLennan said that it didn't work and this was reported on day 1. A new one was delivered four months later. They had the use of the hob and microwave during that period. They also needed to get a new microwave, but this was provided more quickly. Mr Urquhart said that the oven was reported on their repairs platform and the landlord was notified. Quotes were obtained and they chased the landlord for a decision. The landlord wanted them to arrange for the cost to be spread over a period of time. The original contractor who had been selected was not willing to do this and another had to be sourced who would agree to an instalment arrangement. This is what caused the delay.
- 25.** In relation to the shower, Mr MacLennan said that this did not work at all from the start of the tenancy and was reported. They were without the use of the shower for over a month but less than 2 months. They still had the use of the bath, although the water was yellow. They told Dora about the yellow water. Mr Urquhart said that the problem with the shower turned out to be an airlock. The Respondent's records indicate that it was repaired on 17 January 2024, five days after it was reported. There is an invoice on the system confirming this. Mr MacLennan said that although a contractor came out within a few days and said it was an airlock, it was not fixed until a later date.
- 26.** In relation to the mould, Mr MacLennan said that this was noticed on day 1. Most of it was on the wall behind a makeshift headboard. There was also some mould at the window. They hadn't noticed it when they viewed the property as they were only there for 5 minutes. It was reported straight away and was not addressed for some time. In February 2024 a company came out

and used acid to clean the walls and window. However, this was a temporary fix, and they had to come back. The cause was water ingress from the window which was not fixed until July 2024. Mr Urquhart said that the pre tenancy report indicates that the property was free from mould. When it was reported on 16 January, they arranged for it to be cleaned, and their records indicate that this was carried out and the matter was closed in February 2024. That is the only information he has. However, they later established that the underlying issue was the communal roof and window ledge which was then repaired. Mr MacLennan told the Tribunal that new UPVC flashing was installed round the window to replace the rotting wood. The window in the second bedroom was sealed but the flashing was not replaced. He also told the Tribunal that the person who carried out the flat inspection in September 2024 said that the mould had been a pre-existing issue which she had noted during a previous inspection in September 2023. Mr Urquhart said that he could not comment on that as they have no record of mould.

27. In relation to the vacuum cleaner, Mr MacLennan said that this did not work and they purchased a new one and were re-imbursed. Mr Urquhart said that their records indicate that this was raised on 18 January and closed on 5 February 2024. He said that the Respondent does not have a threshold for carrying out repairs. The landlord had to be consulted in relation to all repairs.

Paragraph 27

28. Mr MacLennan told the Tribunal that the Council sent 7 letters to the landlord and 3 to the Respondent, addressed to the landlord. The latter (dated 19 October 2021, 10 and 20 May 2022) were opened, scanned and contents summarised. The Respondent knew about the problem with the water tank. The Applicants should have been told before the tenancy started. There was legionella risk and the Council had issued a warning about using the water. The Applicants were not told. The letter dated 10 May 2022 mentioned bacteria. The Respondent knew or ought to have known that the water was not safe.

29. Mr Urquhart told the Tribunal that the letters received by the Respondent were processed and passed on to the landlord. They were only handled administratively. In 2021, no safety issues were mentioned in the letters. Most of the letters were sent straight to the landlord, and they had no knowledge of the contents.

Paragraph 85 of the Code

30. Mr Urquhart told the Tribunal that check in and out inspections involve a visual inspection only. If anything is not noted, they have an online platform for the tenant to report repairs. They have a system in place. The images on the check out report do not show any mould. The person carrying out the inspections does not usually check to see if things are working.
31. Mr MacLennan said that the mould was visible. He believes that the headboard was put there to hide it. They had not noticed it when they viewed

because it was the evening and the lights were low. They were told by a staff member that they knew about the mould back in September 2023.

32. Mr Urquhart said that back in September 2023 the Respondent sometimes outsourced inspections. However, they do not have an inspection report from September 2023.

Paragraph 90

33. Mr MacLennan said that there were systematic delays in relation to repairs. The water outage should have been treated as an emergency. The flue hole should also have been treated as an urgent matter. Mr Urquhart said that the water issue was treated as an urgent matter. The delays were due to the Council, the contractor who let them down and the landlord.

Paragraph 91

34. Mr MacLennan said that the Applicants were not kept informed. They were not told about the landlord's financial hardship although the Respondent was aware in March 2024. In October 2024 Richard Tierney promised them that the flue hold would be resolved. Mr Urquhart said that he accepted that the Applicants should have been given timescales for repairs, but they could not always provide them. However, they could have communicated better at times. He stated that they were not obliged to tell the Applicants that the landlord had financial issues unless they were authorised to do so.

Paragraph 93

35. Mr Urquhart said that the evidence shows that there was extensive communication between Richard Tierney and Mr MacLennan. There were also a lot of calls. The Applicants were not ignored, and Richard Tierney tried to get issues resolved. Mr MacLennan said that the communications did not contain any information. They were stringing the Applicants along and repairs were not completed quickly enough. The evidence shows that Richard Tierney told the landlord to get repairs done quickly because the Applicants were raising tribunal proceedings.

Paragraph 94

36. Mr Urquhart said that the contractor who installed the boiler did what was instructed. Mr MacLennan said that someone was responsible, it was someone's responsibility to deal with the issue. It was a necessary part of the job, and the Respondent should have held the contractor accountable for it.

Paragraph 108

37. Mr MacLennan said that at one point he was phoning daily about repairs and although he got replies to the emails, they were often late or there was no substance to them. They did not resolve his issues. Mr Urquhart said that he accepts there were communication failures at times, but the evidence shows that there was a lot of dialogue. The Applicants were not ignored.

Final comments

38. In response to a question from the Tribunal Mr Urquhart said that cleaners go into their properties between tenancies. They are asked to highlight any issues that they come across but don't always do so.

39. Mr MacLennan told the Tribunal that the issues experienced took their toll on him and his health. He referred to an excerpt from his medical records which indicate that he had a mental health episode which had been triggered by the housing situation. The hole in the kitchen made the property very cold.

Findings in Fact

40. The Applicants were the tenants of the property between 8 January 2025 and 30 November 2025.

41. The Respondent was the letting agent for the property throughout the Applicants' tenancy.

42. The Respondent was aware in October 2021 that the water tank serving the property was no longer fit for purpose, that it needed to be replaced and that a new heating system was required.

43. Most of the letters issued to the landlord by the Council were sent direct to the landlord. Letters dated 20 October 2021, and 20 May 2022 were sent to the Respondent's office, addressed to the landlord. Neither letter mentions potential safety issues with the water.

44. The Respondent was notified by the landlord in February 2024 that the Council intended to drain and disconnect the water tank at some point after 11 March 2024.

45. The Respondent instructed a contractor and communicated with the Council regarding the water tank in February/March 2024. They were not provided with a date on which the Council intended to disconnect the tank but were aware that they could instruct their own contractor to do so and install a new heating system.

46. The Respondent was not aware that the water at the property was potentially contaminated or unfit to use.

47. The Respondent did not advise the Applicants that the water tank was to be disconnected by the Council and that this would result in their being no water in the property until a new boiler was installed.
48. There was no water in the property for a period of 24 days. The Applicants were not provided with alternative accommodation during this period.
49. After the water was disconnected by the Council, the Respondent obtained estimates from contractors and instructed the installation of a new boiler when authorised by the landlord.
50. The Applicants did not become ill as a result of using water at the property between the start of the tenancy and the installation of the new heating system in July 2024.
51. At the start of the tenancy the Applicants reported issues with the vacuum cleaner, kitchen tap, oven, shower and mould in the bedrooms.
52. The Applicants agreed with the Respondent that they would purchase a replacement vacuum cleaner and would be re-imbursed for this. This issue was resolved quickly.
53. A contractor attended and repaired the shower in February 2024.
54. The Respondent was aware that there was a small area of mould at a bedroom window as this had been noted in the check in report. A more extensive area of mould on a wall behind a headboard did not come to light until after the tenancy started.
55. The Respondent arranged for the areas affected by mould to be cleaned and treated in February 2024. The mould started to re-appear in May 2024 and was reported as a non-urgent matter. It was reported again later that year, work was carried out on early 2025 to address water ingress at the windows which was the source of the mould.
56. The Respondent notified the landlord that repairs were required in relation to the kitchen tap, oven and mould. The Landlord said that he had financial problems. The Respondent was unable to instruct repairs until instructed by the landlord to do so.
57. Following installation of the boiler in July 2024, the Applicants reported that the contractor had not boxed in the boiler/boiler pipes and had not filled the flue hole for the previous boiler which was behind a kitchen appliance.
58. The contractor who installed the boiler had not been instructed to fill or cover the flue hole or box in the boiler as the landlord was trying to save money.
59. In December 2024, the first Applicant offered to provide the funds for the flue hole and boxing in the boiler if he could be re-imbursed in April 2025. The

landlord agreed to the proposal.

60. The first Applicant sought medical advice in March 2025 in connection with mental health issues. He told the medical practitioner that his problems had been triggered by the housing issues he had experienced.

Reasons for Decision

61. Section 48(4) of the Housing (Scotland) Act 2014 states 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 is satisfied that the application sets out the complaints and that the Respondent was properly notified of the complaints.
62. During both the CMD and Hearing, the Tribunal was told by the Respondent’s representative that there were delays in getting repair work carried out at the property. However, this was due to the landlord failing to instruct the work and not because he had not been notified. The email correspondence lodged by both parties supports this statement in relation to some of the repairs. The landlord indicated that he was experiencing financial problems. However, the Tribunal did not hear evidence from the landlord and, as he is not a party to this application, he did not lodge any submissions on his own account. Based on the available evidence the Tribunal concluded that there were failures by the landlord in relation to repairs. However, the parties should note that this conclusion does not preclude the landlord from defending the proceedings which have been raised against him by the Applicants.

The cold water storage tank and replacement boiler

63. There are several aspects to this complaint; -
- (a) The lack of notice that the water was to be turned off.
 - (b) The time taken to install a new boiler and re-connect the water to the property.
 - (c) Whether the water in the property was safe to use between the start of the tenancy and June 2024.
 - (d) The Respondent’s knowledge of the issues regarding the safety of the water and the requirement that the water tank be disconnected.
 - (e) The consequences for the Applicants of the water being disconnected and the safety of the water.

64. The Respondent does not dispute that the Applicants were given no notice that the water tank was to be disconnected. The Applicants had been told in March 2024 that a contractor was to attend and that his visit related to the water tank, but nothing else. They heard nothing further. On 19 May 2024 Mr McLennan sent an email to the Respondent about a number of matters, including the water tank. He stated "FITTING OF NEW WATER TANK; tradesmen couldn't get access in March(!?) and have heard nothing back yet. Why not? Again, who is responsible? Its not rocket science". This supports the Applicants statement that although they had been aware a contractor was coming to look at the tank with a view to replacement, they were not aware that the water might be suddenly disconnected or that it might not be safe. The Tribunal accepts the Respondent's evidence that the Council failed to notify them of the date that the water tank was to be disconnected. The Tribunal was provided with correspondence between Dora Alves and the Council in February 2024. This followed on from the email from the landlord when he received a letter in February 2024 which stated that the water would be disconnected at some point after 11 March 2024. The correspondence appears to indicate that Ms Alves did not fully understand what was going to happen. She asked the Council if the water was to be disconnected on 11 March 2024, so that she could arrange for a contractor to attend. However, in their response, the Council pointed out that they would not need to disconnect and drain the tank if the Respondent's own contractor was going to attend to do so. There is no evidence that the Respondent took any further action. The Council said that they could not provide an exact date for disconnection. The Respondent provided no evidence that, after the contractor's failed attempt at access, they communicated any further with the landlord, the contractor, the Council or the tenants about what was going to happen. The only explanation provided was that the contractor let them down. The Tribunal also notes that the email correspondence specifically states that the contractor was being instructed to drain and disconnect the water tank and not, as was claimed by Mr Urquhart, simply to carry out an assessment.
65. Based on the available evidence it is not possible to conclude that the time taken to install the boiler following disconnection from the water tank was excessive. The Tribunal is not persuaded that the Respondent had the authority to dispense with obtaining competitive quotes. The issue of compensation and/or alternative accommodation is also not necessarily the responsibility of the Respondent, unless the landlord authorised either of these and the Respondent failed to act upon that instruction. There was no evidence that the landlord gave that instruction. It is also noted that the Applicants were away on holiday for part of the time that they had no water. However, although neither party was able to demonstrate that a new boiler could have been installed in advance of the Council's disconnection, the correspondence from the Council suggests that this was entirely possible. Other owners had already disconnected their properties from the water tanks, and the correspondence shows that the Council was arranging disconnection only because some owners (including the landlord) had failed to do so. The landlord should have instructed the Respondent to obtain quotes and arrange for the tank to be disconnected, and a new boiler installed as soon as the February 2024 letter had been received. As they were also aware of the terms

of that letter, the Respondent should have obtained quotes, pressed the landlord for instructions and notified the Applicants of the situation. Had they been more proactive, it is likely that the work would have been completed more quickly.

66. Although there is correspondence to indicate that the water was potentially unsafe from the start of the tenancy, the evidence does not establish that was definitely not fit to use. The Council stated (in the letter of 10 May 2022 and subsequently in correspondence which was only sent to the landlord) that some of the tanks had been affected by bacteria and other contaminants. However, these tanks had been treated when this was detected, and the letters did not identify which tanks were affected. The letters also indicated that the kitchen tap water was safe and the recommendation that occupiers should not drink water from other taps in the properties appears to have been a precaution only. Two legionella risk reports were submitted. The report obtained by the landlord indicates low risk. The more detailed report obtained by the Council says the risk was high. However, the Applicants did not provide the Tribunal with any evidence that they (or any other residents) became ill as a result of using the water at the property prior to the disconnection of the water tank in June 2024 or that the Council's legionella report was shared with the landlord.
67. Much of the documentary and oral evidence centred on the letters which were sent to the landlord from Edinburgh City Council. In their email to the Respondent dated 30 October 2025, the Council stated that most letters were sent direct to the landlord. There is no evidence that the Respondent had any knowledge of these communications, except the letter of February 2024 which the landlord sent on to the Respondent. The Respondent's position is that they had no knowledge of the issues until this date. They provided copies of emails which were then exchanged with the Council when they tried to ascertain when the tank which served the property was to be disconnected. It appears that they did not get an answer to that question as the Council said that they could not provide an exact date.
68. The Council stated that three letters were sent to the Landlord, c/o the Respondent. These were the letters dated 21 October 2021, 10 and 20 May 2022. The Applicant was asked to obtain unredacted copies of these letters to prove that they had been sent to the Respondent. They failed to do so. They re-submitted copies of the letters of 21 October 2021 and 20 May 2022 which the Respondent had already provided. The only evidence that the letter of 10 May 2022 was sent to the Respondent is the email from the Council. As they did not submit this letter to the Tribunal when the other two were lodged, it may be inferred that the Respondent has no record of receiving it. The Applicants' failure to provide an unredacted copy of this letter is unfortunate, as it is the only one of the three letters which specifically states that the water might be unsafe. The letter dated 20 October 2021 only says that the tanks are inspected annually and that this includes a legionella assessment. It states that the tanks are no longer fit for purpose and that there is a risk of flooding and damage to property. The letter of 20 May 2022 notes that tank 1 is still in use in relation to the property and proposes 2 options for the

landlord. The letter dated 10 May 2022 states that tests were carried out in April 2022 which showed the “presence of bacteria, manganese and iron in several tanks”. The letter does not specify which tanks were affected. However, it states that the tanks were treated to kill the bacteria. Most significantly, the letter contains advice to residents about only drinking water from the kitchen tap.

69. In relation to the letters of 21 October and 20 May the Respondent states that they did not note the content of the letters, simply opening them and passing them on. The fact that the letters were opened and scanned before being sent by email does not necessarily mean that a member of staff has read the letter and noted the information it contained. However, as Mr MacLennan pointed out during the hearing, the evidence establishes that they did so in relation to the letter of 20 October 2021. The member of staff who sent it on to the landlord states (in the covering email dated 28 October 2021) that the letter is from the Council, that it relates to shared work and that the landlord should notify the Council which option he wished to choose. The email does not suggest that the Respondent will be taking any action and does not ask the landlord for instructions. There is no evidence that the letter of 20 May was read by a member of staff before it was sent on to the landlord.
70. Based on the available evidence the Tribunal is not persuaded that the Applicant has established that the letter of 10 May 2022 was sent to and received by the Respondent. However, even if it was received by them, there is no evidence that it was read before it was sent on. Mr Urquhart said that the passing on of correspondence is an administrative task and it would not be usual for the correspondence to be read when it is processed.
71. As previously noted, there is no evidence that the water consumed by the Applicants between January and June 2024 was unsafe or unfit to drink. Neither of them became ill and they did not become aware of the potential safety issues until sometime after the new boiler had been installed. They were certainly inconvenienced by the water being cut off without notice. They were without a water supply for a period of 24 days, although they were away on holiday for some of those days. Given that this was an avoidable situation, it is accepted that the Applicants experienced significant unnecessary inconvenience. However, the Tribunal is of the view that it was the landlord and not the Respondent who was largely responsible. The landlord had been notified in a number of letters that the tanks were no longer fit for purpose since 2021. He was also fully aware from February 2024 that the Council would be disconnecting the tank if he failed to do so. It is a landlord who is obliged by statute to ensure that a property meets the repairing standard. Financial difficulties are not a defence. However, the Tribunal is satisfied that the Respondent could have done more to find out when disconnection would occur, to put pressure on the landlord to instruct the required work and to notify the tenants when the urgency of the situation came to their attention in February 2024.

Kitchen Tap and Oven

72. Although the Tribunal is satisfied that the time taken to repair the tap and replace the oven was excessive, the available evidence does not establish that this is due to failures on the part of the Respondent. The email correspondence shows that the landlord was unwilling to instruct repairs due to financial issues. This is certainly an unsatisfactory situation as the requirement to ensure that a property meets the repairing standard is absolute. However, the Respondent's evidence demonstrates that they notified the landlord about repairs. Furthermore, if they did not have the landlord's authority to instruct even minor repairs without consultation then their hands were tied. The Applicants were very critical over the Respondent's staff telling the landlord that he needed to carry out repairs because of the tribunal case, rather than stressing the impact of the situation on the tenant. Presumably the staff in question thought that the landlord was more likely to be influenced by the reference to the Tribunal. In any event, although the Code of Practice makes it clear that letting agents owe certain duties towards tenant, their contract is with the landlord. The Applicants had a remedy – they could have applied to the Tribunal under the Repairing Standard to seek an order in relation to outstanding repairs. They chose not to do so.

The shower

73. The Applicants' evidence regarding the length of time the shower was out of action is unclear. Mr MacLennan could not provide the Tribunal with an exact timescale, stating that the shower was broken for more than 1 month but less than 2. The Respondent's evidence was that it was repaired by 17 January as they have an invoice for that date. In the absence of any documentary evidence, such as emails or other communications between the parties about the shower, the Tribunal is not satisfied that the Applicant's approximate timescale is accurate. There are numerous emails about other repair issues such as the oven and the boxing in of the boiler. The absence of emails about the shower suggests that it was a short term problem. The Tribunal notes that there was also a problem with the shower following the installation of the new boiler in July 2024. Ms Silkaityte's statement says that although they had water in the property from 8 July 2024, the shower was not operational until 13 July. This second episode may have resulted in confusion about timescales.

Flue hole

74. Although the Tribunal heard a lot of evidence about this issue, the paperwork lodged by the parties indicates that the complaint was not just about the hole in the wall but also about the fact that the boiler had not been boxed in. The Respondent's position was that the landlord, due to financial issues, did not instruct any additional work. The Tribunal notes that boilers and pipes leading to boilers are often not boxed in and this might be viewed as a cosmetic issue. It is unlikely to be a breach of the repairing standard unless the absence of a cover is a health and safety risk. The flue hole is another matter. However, the

Tribunal notes that the hole was behind an appliance and although the Applicants complain that it caused the kitchen to be really cold it does not appear to have occurred to them that they could have covered the hole with something until such times as a more permanent solution was provided. In any event, the responsibility appears again to rest with the landlord. The contractor could not be expected to carry out additional work for which he was not being paid and the Respondent could not instruct additional work without authority.

Vacuum cleaner

75. The emails lodged by the Applicants include several exchanged between Ms Silkaityte and the Respondent between 5 and 7 February 2024 about the vacuum cleaner. On 7 February 2024, Ms Silkaityte sent a copy of the receipt for the “Henry costs”. This supports the Respondent’s claim that the issue with the hoover was resolved by 5 February 2024 by the Applicants purchasing a replacement and later being re-imbursed.

Mould

76. The oral evidence given by both parties is not entirely consistent with the documents lodged in relation to mould at the property.
77. Mr MacLennan told the Tribunal that during a property inspection in September 2024, the person conducting the inspection commented on the mould and said that she had raised it after the inspection she carried out in September 2023. However, on 20 September 2024, Mr MacLennan sent an email submission to the Tribunal which then formed part of the application paperwork. In the email he said that the property had been inspected the previous day. The staff member told him that she had previously visited the property and had carried out the checkout procedure when the previous tenant moved out in November 2023. She told the Applicants that she had recommended a number of repairs at that time (not in September 2023) including the mould. She had been shocked that her recommendation had not been actioned. The Tribunal notes that Mr Urquhart said that the Respondent does not have an inspection report from September 2023.
78. In the Respondent’s submissions there is a copy of an email to the landlord dated 30 September 2024, following the inspection. This raises several repair issues, including the mould. Richard Tierney states “Mould and condensation in the left side bedroom (bedroom 1). This was an issue with the last tenant also. It may be because of wood rotting outside the window frame.” Evidently the Respondent was therefore aware that there had been issues with mould during the previous tenancy.
79. At page 122 of the Applicants pre CMD bundle there is an email, also dated 30 September 2024, from Richard Tierney to the Applicants. It includes the information sent to the landlord about the mould and other repair issues but also states that there is a difference between repairing standard issues and

other recommendations made by the person carrying out the inspection. The suggestion was that the recommended repairs were not all necessary.

80. On 19 May 2024, Mr McLennan sent an email to the Respondent about a number of the repair issues. In relation to the mould, he stated “MOULD IN BEDROOMS: Cleaning company told us it would come back. Just to make you aware its slowly coming back and so needs treated, not urgently though.” In his oral evidence Mr McLennan said that he cleaning company attended twice. Mr Urquhart said they only have a record of one visit.
81. The Tribunal was not provided with a copy of the check out report for the previous tenancy. The check in report for the Applicant’s tenancy appears to have been prepared by a different staff member and only makes one reference to mould – some mould noted beside the window in the first bedroom. As most of the mould was behind a headboard it is to be assumed that the staff member was unaware of the extent of the mould.
82. The available evidence therefore establishes that the Respondent had some knowledge of mould at the property. The Applicants photographs suggest that this was not a minor, negligible issue but it was restricted to the bedroom windows and one wall in bedroom 1. However, it appears that the full extent of the issue may have been unknown prior to the start of the tenancy. In any event, when it was reported, the Respondent arranged promptly for it to be cleaned. It became a problem again later in the year and eventually repairs to address water ingress were arranged. Again, any delay associated with such repairs appears to relate to the landlord not having the necessary trying to cover all of the work which was required.

OSP 16 – You must conduct your business in a way that complies with all relevant legislation

83. The Applicants were unable to identify any legislation (other than the Housing (Scotland) Act 2014 and the Letting Agent Code of Practice) which had been contravened by the Respondent. The Tribunal is satisfied that this provision is not intended to relate to the Code but to other legislation which might affect letting agents. In their application the Applicants referred to the repairing standard and the provisions of the Housing (Scotland) Act 2006. However, these provisions impose obligations on landlords and not letting agents. A breach of this section has not been established.

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

84. For the reasons previously outlined, the Tribunal is not persuaded that the Applicants have established that the Respondent knew or ought to have

known, prior to the start of the tenancy, that the water in the property might be unsafe or that the water tank could or would be disconnected. However, they were aware from February 2024 onwards that the tank needed to be disconnected and that there was a risk of flooding. Their failure to share this information was a breach of this section of the Code.

85. The Tribunal is not satisfied that the Respondent has breached this section of the Code in relation to mould at the property. A small area of mould was noted in the check in report. It may have been regarded as a minor issue which did not require attention. The larger area was obscured behind a headboard and there is no conclusive evidence that the Respondent's staff were aware of it.

86. The Tribunal is also not persuaded that the failure to disclose the landlord's financial hardship or allowing the Applicants to pay for the repair in the kitchen was a breach of this section. The landlord's financial situation is irrelevant. It is not a justification for failing to carry out repairs and unless specifically authorised, would be confidential information. As previously advised it appears that the repair paid for by Mr MacLennan was the boxing in of the boiler as well as the covering of the hole in the wall. He does not dispute that he offered to pay if he was re-imbursed. The Respondent was keen to resolve the matter, and the Applicant was not compelled to agree to the arrangement.

OSP 21 – You must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way

87. As previously indicated, the Tribunal is satisfied that the Respondents should have been more proactive between February and June 2024. If they had provided a better service, the period without water might have been reduced to a few days. The Tribunal is satisfied that they failed to exercise reasonable care and skill in relation to this issue.

88. For the reasons previously stated the Tribunal is not persuaded that the delays in relation to the other repairs were attributable to failures on the part of the Respondent. The available evidence indicates that the landlord is responsible for those delays.

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

89. The Tribunal is satisfied that the failure by the Respondent to tell the Applicants that the water was going to be cut off and that the boiler required to be urgently replaced when they became aware of it in February 2024 was a breach of this section of the Code.

90. For the reasons already set out the Tribunal is not persuaded that the Respondent knew about the potential safety issues and therefore could not have passed this information on.

91. The evidence supports the Respondent's claim that other repair issues were notified to the landlord in a timely manner.

Paragraph 85 – if you are responsible for pre-tenancy checks, managing statutory repairs, maintenance obligations or safety regulations (eg electrical safety testing; annual gas safety inspections; legionella risk assessments) on a landlords behalf, you must have appropriate systems and controls in place to ensure that these are done to an appropriate standards within relevant timescales. You must maintain relevant records of the work.

92. In the written submission the Applicants state that the pre tenancy checks were not carried out to an acceptable standard because the oven, shower and Hoover were not working and there was mould. The Tribunal accepts the Respondent's statement that inspections generally only involve a visual inspection. Letting agents would expect the outgoing tenant to have notified them if anything was not working and the Applicants were able to report their issues after they moved in. It is clear from the evidence that a check out inspection and check in inspection were both carried out, so the Respondent clearly had processes in place. The Tribunal was not provided with the check out report so cannot determine if it was thorough. The check in report appears to be in line with usual standards.
93. In relation to the mould, the Tribunal notes that most of this was not visible and only a small area was noted in their check in report. The Respondent's staff member could only have been aware of the more extensive mould behind the headboard if she had moved furniture during the inspection. The Applicants' expectations appear to be somewhat unrealistic in this regard. They reported the issue when it came to light during the first few days of the tenancy. Action was taken promptly and although the Applicants reported that the mould was starting to re-appear in May 2024, they said that it was not an urgent issue. The check out report from November 2023 was not produced by either party and the staff member who appears to have carried out this inspection and made certain recommendations was not the same as the person who recorded slight mould at one of the bedroom windows in the check in report.
94. The Tribunal notes that there are discrepancies between the two legionella reports. However, there is no evidence that the Respondent knew or ought to have known that the report they had was inaccurate. It was out of date, but they could only instruct a new one if the landlord was willing to pay for it.
95. Based on the available evidence the Applicants have not established a breach of this section of the Code.

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

96. The Tribunal was not provided with the Respondent's written procedures and the evidence established that the landlord had to give consent for all repairs. The Respondent had no level of delegated authority.

97. The Issues with the vacuum cleaner and the mould appear to have been dealt with promptly. A company came and cleaned the mould. When it re-appeared a few months later, there were investigations and later some window repairs were carried out to address water ingress. The issue with the vacuum cleaner was resolved by the Applicants purchasing a new one and being re-imbursed. As previously indicated, the timeline in relation to the shower complaint is unclear but it appears to have been resolved reasonable quickly. The flue hole, oven and tap were not resolved within reasonable timescales. However, the evidence suggests that this was the fault of the landlord and not the Respondent.

98. The Tribunal is satisfied that a breach of this |Section has not been established.

Paragraph 91 – You must inform the tenant of the action you intend to take on the repair and its likely timescale

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 alone with the reason for it as soon as possible.

99. The Tribunal is satisfied that the Respondent failed to provide the Applicants with information about the work involved and the relevant timescales in relation to the disconnection of the water tank and new boiler. Although they were unaware of the disconnection date, they know it was going to happen at some point after 11 March 2024. A breach of paragraphs 91 is therefore established.

100. In relation to other repairs, the Tribunal was provided with evidence of email correspondence between the Respondent and the Applicants and the Respondent and the landlord. The absence of clear information about the work and timescales for completion of these repairs appears to be due to delays and failures by the landlord to authorise the required work.

101. The Tribunal was told that the main reason for repair delays was the landlord's alleged financial difficulties. As previously indicated, the Tribunal does not agree with the Applicants claim that they ought to have been told about this situation as soon as it became known. The correspondence establishes that the Applicants were told that the reason for delay was that the landlord had not authorised the work or was looking for competitive quotes. This is as much as they were entitled to know. The landlord was entitled to a level of client confidentiality unless he indicated that he was not insisting on this. The landlord clearly waived this right at some point as the Applicants were then made aware.

102. The Tribunal is not satisfied that a breach of Paragraph 93 has been established

Paragraph 94 – you must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided.

103. The complaint under this section as specified in the submission is the failure by the contractor who installed the boiler cover or fill the previous flue hole. As previously noted, the main issue identified in the correspondence was the fact that the boiler/boiler pipes were not boxed in. The Tribunal is not persuaded that there has been a breach of this section of the Code. The Respondent told the Tribunal that the contractor was not instructed to carry out these tasks. They were not part of the essential installation work and would involve additional expense. The landlord was trying to save money. If this was the case, and the Applicants did not establish that it was not, there was no defective or inadequate work to be pursued. No breach of this paragraph has been established

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 as fully as possible and to keep those making them informed if you need more time to respond.

104. In the submission the Applicants refer to the Respondent failing to keep them informed in relation to timescales for repair works. However, this section of the Code is about responses to formal complaints and enquiries. The Applicants did not direct the Tribunal to any specific emails which contained enquiries or complaints and which did not lead to a response. The documents submitted demonstrate that there was a great deal of communication between the parties. The responses may not have provided the Applicants with the information they were seeking but that appears to be because the Respondent was unable to provide such information, not because they were unwilling to do so or were simply ignoring the enquiry. However, the Tribunal notes that Mr McLennan sent an email on 19 May 2024. This asked for information about the water tank issue and other repairs. The evidence lodged suggests that there was no response to that email. There were previous emails sent to them about the other repairs but no evidence that they even received an email response about the water tank issue before the water was disconnected. The Tribunal is satisfied that there has been a breach of this section of the Code in relation to the water tank enquiry on 19 May 2024.

Letting Agent Enforcement Order (LAEO)

105. The second Applicant did not participate in the hearing or give evidence to the Tribunal. Her only contribution was a “witness statement” dated 16 July 2024. This is a factual statement about the water being cut off and the lack of water in the property for 24 days. The Tribunal has no

information about the impact on Ms Silkaityte of the breaches of the Code. However, it is acknowledged that the absence of a water supply to a home will inevitably lead to considerable inconvenience and loss of enjoyment of the property.

106. Mr McLennan told the Tribunal that he was put to considerable inconvenience by having to constantly telephone and email the Respondent about the repair issues at the property. The evidence establishes that he did send many emails about the various issues which must have been time consuming and frustrating. However, the Tribunal concluded that most of the delays and resulting inconvenience were due to the landlord and not the Respondent. Although the Tribunal upheld complaints about the lack of action by the Respondent between February and June 2024 in relation to the water tank, this was also largely the landlord's responsibility, and he had received most the correspondence from the Council. In relation to the medical evidence the Tribunal notes that Mr McLennan did not seek medical advice until March 2025. He appears to have been given recommendations but there is no evidence of follow up or that a medical practitioner attributed his issues to the housing problems which had occurred some 8 or 9 months previously.

107. Having regard to all the evidence the Tribunal is satisfied that an award of compensation should be made to reflect the breaches of the Code which have been established in relation to the water tank issue and poor communication between February and June 2024. The Tribunal awards £1500.

Appeals

An Applicant or Respondent 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.