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/25/2223

Parties:

Connor Murray, 290 Ferry Road, Edinburgh, EH5 3NP ("the Applicant")

D J Alexander Ltd, 303 Byres Road, Glasgow, G12 8UQ ("the Respondent")

Tribunal Members:

Josephine Bonnar (Legal Member)
Elaine Munroe (Ordinary Member)

DECISION

The Tribunal determined that the Respondent has failed to comply with paragraphs 17, 21, 68, 75 and 102 of the Letting Agent Code of Practice. The Respondent has not failed to comply with paragraph 29F of the Code.

The decision is unanimous.

Background

1. The 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 had failed to comply with the Letting Agent Code of Practice. Documents were lodged in support of the application including an email to the Respondent notifying them of the complaints.

2. A Legal Member of the Tribunal with delegated powers of the President referred the application to the Tribunal. The parties were notified that a case management discussion ("CMD") would take place on 15 December 2025. This was postponed at the request of the Respondent.

3. The CMD took place on 17 March 2026. The Applicant was represented by her partner, Mr Walker. The Respondent was represented by Mr Urquhart. Prior to the CMD, the Respondent lodged submissions and documents. A late submission was also received from the Applicant on 13 March 2026, but had not been circulated to the Tribunal or the Respondent before the CMD.

Summary of discussion at CMD

4. Mr Walker was advised that his late submission had not been circulated. He confirmed that he could proceed with the CMD as the submission only provided more details about the complaints.

5. The Legal Member advised the parties that the Tribunal had identified further documents which would be required before the Tribunal could determine the application; -

(a) The tenancy agreement – Mr Urquhart said that he could provide a copy of this. In response to questions, he advised the Tribunal that the tenant named in the agreement signed it and occupied the property. However, the contact details were for KL who is the Respondent's point of contact at Rangers Football Club for all tenancy related issues. Otherwise, it was a standard PRT.

(b) Terms of business/contract -Mr Urquhart also said that he could provide a copy of this document.

(c) The Applicant's checkout report/inventory – Mr Walker said that he could provide this document.

(d) The tenancy deposit schemes adjudication of the return of the deposit – Mr Walker said that he could provide this document. He said that the decision was based on the Applicant's checkout report, although the Respondent's report had been submitted by the tenant. Some items had been agreed before the adjudication. Thereafter the scheme awarded the Applicant £1239 for damage, £120 for re-decoration and £100 for cleaning. The remainder was repaid to the tenant.

6. The Tribunal proceeded to discuss some further aspects of the case with the parties

(a) Mr Walker confirmed that the Applicant had agreed to the tenant having a small dog in the property. However, this was conditional on a "pet mandate" being signed by the tenant. Mr Urquhart said that the failure to obtain the pet mandate was an oversight, although the PRT covered the issue. He said that the Respondent has a standard template and that he could provide a copy of this for the Tribunal.

(b) Mr Urquhart told the Tribunal that he did not know how the arrangements for the checkout inspection were made. There was an appointment in the diary, a date and time. However, this would be approximate. Mr Walker said that emails were exchanged to arrange the appointment. The tenant was not present.

(c) In response to questions about the antisocial behaviour complaints, Mr Urquhart said that these will have been raised with KL, because she is the main point of contact. This is because the players are often busy and it's

easier to get hold of her.

(d) In relation to the Respondent's check in and out reports, Mr Walker said that he could provide a list of what was omitted from the former and where the parties disagreed in relation to the latter.

7. In response to further questions from the Tribunal, Mr Urquhart confirmed that the tenant had been charged for the cleaning costs for the communal area when this had been required. Mr Walker told the Tribunal that the Applicant had lived in the property before it was rented out and the tenant was the first tenant. After his tenancy ended, the property was sold. The Applicant has no other rental properties.

8. The Legal Member advised the parties that the application would proceed to an evidential hearing and that a direction would be issued for the outstanding documents. The parties were told that they could lodge other additional documents, should they wish to do so, and call witnesses if appropriate.

9. Prior to the hearing both parties lodged further submissions and documents. These included email correspondence, the tenancy agreement, the check in inventory, the Respondent's check out report, the Applicant's check out report and the written decision from Safe Deposits Scotland (SDS)

The Hearing

10. The following issues arising from the direction responses were discussed.

(a) The Respondent had not provided the terms and conditions of the contract between the parties, only a form with details of the property and the Applicant. Mr McNulty said that the Respondent had acquired the contract from Tay Letting. Some documents were transferred. However, there are differences between the terms and conditions stipulated by the two companies. The Respondent was unable to provide the terms which were issued. In relation to inspections, these are generally carried out by the Respondent once a year to check on the property and identify any issues. There is nothing specific in their terms and conditions about how they deal with breach of tenancy. These are just dealt with in accordance with the legislation. Their management fee was £300 per month, 10% of the rent, plus VAT. Ms Murray told the Tribunal that she was told verbally that there would be an inspection in the first three months. However, she can't remember what was in the written contract.

(b) The Legal Member asked the Applicant for clarification of the alleged losses linked to the tenancy deposit adjudication. Mr Walker said that the Respondent resisted making the changes to the check out report which the Applicant had raised. They felt that they were not being fairly represented and decided to terminate the contract and deal with the adjudication themselves. The Tenant had both checkout reports and the adjudicator had both. Mr

Walker acknowledged that the reason they did not get the whole sum claimed for cleaning was because there was no invoice. He said that the Respondent let the tenant back into the property after the tenancy ended to do further cleaning and he had invoices. In relation to the claim for damage, Mr Walker explained that the sum being claimed is to reflect the loss which they would have experienced if the adjudication had been based only on the Respondent's report. Mr McNulty said that this is somewhat speculative because the adjudication process can be a long one with adjudicators asking for further evidence. If they had been dealing with it, they would have provided other evidence, such as invoices, not just the report. However, he accepts that there were deficiencies in the check out report and that the service provided was not as good as it should have been. That is why they offered £300 compensation. However, a letting agent must be fair and reasonable to both parties when doing the report. Some of the Applicant's photographs were zoomed in, and they did not think that the deposit scheme would entertain some of the claims. Mr Walker said that each individual mark on the wall might have been minor, but it was the accumulation of them that was the issue. The scheme found in their favour. The Respondent had only mentioned them as observations. The flat had been painted just before the tenant moved in. The Applicant estimates that she would only have been awarded £230 instead of the sum actually received.

(c) Mr McNulty told the Tribunal that the check in report was carried out after the purchase of Tay Letting but before the businesses had been fully integrated. Mr Walker said that the Applicant did not suffer any losses which were directly attributable to the items missing from the check in report. However, they experienced inconvenience. Initially the Respondent refused to amend the report. They had to escalate it before they agreed to do so. Mr McNulty said that they had been disappointed with the check in report, but it was amended and there was no financial impact. The cause was human error. Tay Letting used Pinstripe whereas the Respondent tends to use their own staff. This is why the reports were not directly comparable. Ms Murray pointed out that the Respondent had already acquired Tay Letting at that point although it was noted that it was Tay letting staff who were dealing with the property at the start.

(d) In relation to the antisocial behaviour issues, Ms Murray said that she received complaints from the neighbours. There had been noise issues from the start. Then there were the problems with the dog fouling and the smell of smoke and cannabis. There was also the plumbing problem although there was no evidence that it was the tenant who caused that issue. Mr McNulty said that they were only notified of the complaints by Ms Murray, not the neighbours. Ms Murray said that the neighbours had also complained to the football club and one of them also spoke to the tenant which caused an argument. Mr McNulty denied that it was very unusual for a letting agent to contact a third party about tenancy related issues, instead of tenant. Often, they will speak to the parents of students if it is the most effective way to deal with a situation. In this case there was a language barrier, and they wanted to ensure that they found the most effective way to deal with the situation. They had an established relationship with KL and there was a meeting with KL, the

tenant and someone from the Respondent. Mr McNulty also stated that letting agents are not responsible for tenants' behaviour and they cannot be held to be responsible in this case.

(e) Mr McNulty was asked whether he accepted that the check out report should contain all a landlord's concerns/complaints, even those which the letting agent thought were unlikely to succeed at an adjudication. He said that he did not accept this. He said that the check out report must be prepared in a fair way, having regard to the length of the tenancy and other factors. When asked about the cleaning costs for the dog fouling, Mr McNulty said that the Respondent paid for this and he is not sure whether they were re-imbursed by the tenant. Mr Walker said that KL said that they were re-imbursed. Mr McNulty told the Tribunal that this was a high value property and the market for these is small. The arrangement with the football club is mutually beneficial.

(f) The Tribunal asked about the discussions that took place about the Applicant having the opportunity to review the check out report before it was issued to the tenant. Ms Murray said that she was told verbally that they would do this. Mr McNulty said that it is not a fair arrangement, neither party should get to see it before the other. However, he does not dispute that the Applicant was told that it would be sent to her first. Mr Walker said that his understanding is that the letting agent represents the landlord. Mr McNulty said that they always send the report to both at the same time.

(g) The Tribunal asked about the consequences of the absence of a pet mandate, since there are provisions in the tenancy agreement. Mr Walker said that they agreed to allow a dog on condition that a pet mandate was signed. However, the Applicant accepts that there were not necessarily any direct consequences. Mr McNulty said that it is conceded that this was an oversight.

11. Mr Walker said to the Tribunal that Ms Murray does not hold the Respondent responsible for the antisocial behaviour but that it was not clear that the tenant understood the consequences of his conduct. Every time a complaint was received it was passed on but the action taken by the Respondent on each occasion is not known. Mr McNulty said that in relation to the dog fouling, they had to give the tenant the chance to clean it up before the Respondent could step in. He said that the tenant was informed of the complaints

Paragraph 17

12. Mr Walker said that this complaint is about fairness. The inaccuracies in the check out report compromised the adjudication process outcome and the Applicant is of the view that the relationship with the football club influenced the Respondent's actions.

13. Mr McNulty said that there had been no breach of the Code. There had been an element of human error but there had been no unfairness to either landlord

or tenant. Although it is accepted that there were errors in the report, the actual impact of that cannot be known, it is just speculation.

Paragraph 21

14. Mr Walker said that the check out report was not carried out using reasonable care and skill. There were items missing, such as the skirting board damage, although this had been noticed and recorded during the inspection a few weeks before the checkout inspection. .

15. Mr McNulty said that these reports are wide ranging and that the key word is "reasonable". There were errors but reasonable care had been taken, and they could have worked with the landlord to resolve matters but were not given the opportunity. He added that they did not get to deal with the adjudication so cannot know what the effect would have been. The check out report is only part of what is submitted. He said that he could not comment on the absence of any reference to the damaged skirtings. Mr Walker said that the Applicant was told by the adjudicator that photographs in reports are not enough, the written descriptions are also important. At some point the tenant had attempted a repair to the damaged skirting but it was a poor effort, and the damage was still visible.

Paragraph 29F

16. Mr McNulty told the Tribunal that there was no conflict of interest. Nothing was undisclosed and the Respondent does not benefit form the arrangement with the football club, the landlord does. The Applicant was told of the arrangement and agreed to proceed.

17. Mr Walker said that the Respondent portrayed the relationship in a very positive way. They thought that, as the Applicant was the landlord, she would be looked after. It is accepted that the Applicant benefitted. However, the Respondent also benefitted. Their management fee is based on a percentage of the rent so higher end properties are more profitable for them.

18. The Tribunal asked about the vetting carried out in relation to the football club tenants. Mr McNulty said that he was not sure. Standard referencing is generally about affordability which was not an issue. The tenancy agreement was emailed to KL. She arranged for the tenant to sign it electronically. Mr McNulty said that all the issues that arose were raised with KL but ultimately, it is the tenant who is responsible for the tenancy terms and conditions. The Tribunal noted that the tenancy agreement was in English, although the Tribunal had been told that the tenant had limited English. Mr McNulty said that KL dealt with that. Mr Walker said that the Respondent ought to have taken further steps in relation to the antisocial behaviour. They should have issued written warnings an arranged more regular inspections so that action

could be taken if required. Mr McNulty said that the shower was fixed early on when reported and the plumbing issue was dealt with by the factor.

Paragraph 68 and 75

19. The Tribunal noted that these complaints had been covered earlier in the hearing.

Paragraph 102

20. Mr McNulty said that there had been no breach of this section of the Code. The check in and out process could have been handled better, but a sufficiently detailed report was produced. The issues were down to human error and there is no evidence of financial impact.

21. Mr Walker said that there has been an obvious breach of this section. There were items missing from the check in and out reports.

Concluding submissions

22. Mr McNulty said that he wanted to apologise to the Applicant for the inconvenience suffered. However, the application overstates the alleged Code breaches and the consequences. That is why an offer of £300 compensation was made. He does not believe that the financial impact was more than this.

23. Mr Walker said that they would have accepted the £300 if the Respondent had agreed to send the letter to the tenant about the check out report being inaccurate. The whole experience had emotionally taken its toll. In addition, the tenant's behaviour caused a breakdown in the relationship with the neighbours at the property, and it had to be sold.

Findings in Fact

24. The Applicant is the former owner of the property at Flat 4/1, 16 Park Quadrant, Glasgow.

25. The Respondent was the letting agent for the property between May 2024 and March 2025.

26. Between 13 May 2024 and March 2025, the property was let to a professional football player with Rangers Football Club.

27. The Respondent has a working relationship with the football club to match potential tenants with properties that they managed. The tenant was identified as a potential tenant for the property as a result of this arrangement.

28. The property was let to the tenant in terms of a private residential property. The property was occupied by the tenant, his partner and a small dog.

29. The tenancy agreement was signed electronically by the tenant having been sent to the Respondent's point of contact at the football club.

30. The Respondent had no direct dealings with the tenant during the tenancy and all contact regarding tenancy related issues were sent to and received from the point of contact at the football club.

31. By email dated 2 May 2024, an employee of the Respondent advised the Applicant that she would see the check in inventory before it was issued to the tenant.

32. The Respondent was not given the chance to review the report before it was issued to the tenant.

33. The check in report contained several errors and omissions. The report wrongly described certain items, such as the type of flooring in the property and omitted items including the television and microwave.

34. The Respondent's staff initially refused the Applicant's request for an amended inventory to be issued to the tenant. They later agreed to do so. The tenant did not sign the amended inventory but acknowledged receipt of it.

35. The check in inventory was compiled by a third-party contractor and not a member of the Respondents staff.

36. By email dated 2 May 2024, the Applicant was advised that the tenant had a small dog and that a pet mandate would be signed by the tenant.

37. The Respondent failed to arrange for a pet mandate to be signed by the tenant.

38. During the tenancy, the Applicant notified the Respondent on several occasions that other residents in the block had made complaints of antisocial behaviour by the tenant. This included noise, loud music, smoking cigarettes and cannabis, dropping cigarette butts onto the balcony of a neighbouring property and allowing their dog to urinate and defecate in the internal common areas of the block of flats. The Applicant asked the Respondent to take action against the tenant in relation to the complaints.

39. The Respondent did not notify the tenant of the complaints of antisocial behaviour. They notified their contact at the football club who told them that she had discussed the issue with the tenant and reminded him of his obligations.

40. When made aware of the dog faeces in the communal hallway, the Respondent notified their point of contact to allow the tenant the opportunity to clean the affected area. When he failed to do so, they arranged for it to be

cleaned several days later. The tenant paid the cleaning charge.

41. In February 2025, the Respondent carried out an inspection of the property and noted a number of issues including damage to skirting boards which had been caused by the tenant's dog.

42. In February 2025, the Applicant decided to terminate the tenancy on grounds of breach of tenancy because of the complaints made by her neighbours. The tenant agreed to vacate the property.

43. A check out inspection took place in March 2025. The Respondent's employee had arranged a date and time with the Applicant so that she could be present during the inspection.

44. The check out inspection was carried out before the Applicant had arrived at the property. She had a brief look round and the employee agreed to issue the draft report to the Applicant for review before it was finalised and issued to the tenant.

45. The Respondent issued the check out report to the tenant and the Applicant at the same time.

46. The Applicant carried out her own inspection and asked the Respondent to amend the report to include her comments and concerns. The Respondent refused to do so.

47. The check out report could not be directly compared with the check in inventory because the latter was compiled by an external contractor and the former by in house staff.

48. There were errors and omissions in the check out report. These included marks on walls, cleanliness issues and damage to skirting boards

49. The Applicant terminated the contract with the Respondent and dealt with the tenancy deposit adjudication process herself.

50. The adjudication was based on the check in inventory, the Respondent's check out report, the Applicant's check out report ans invoices.

51. Based on the Applicant's check out report the Applicant was awarded redecoration costs. This report included photographs and descriptions of damage to walls. The Respondent's report indicated that damage to walls was minor and noted as "observation" only. Based on the Applicant's report the Applicant was awarded cleaning costs. The Respondent's report indicated that there was generally a high level of cleanliness. The Respondent's check out report also failed to record the damage to skirtings which they had noted in February 2025, following an inspection.

Reasons for Decision

52. 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.

53. The Tribunal found the Applicant and her partner Mr Walker to be generally credible and reliable. However, it is noted that this was their first experience of renting out a property and employing a letting agent. This may have resulted in misunderstandings and some expectations which could not be met. Mr McNulty was also generally credible and reliable, although it is noted that he had limited involvement in the day-to-day management of the Applicant's property or the communications with the Applicant and the football club. In any event, most of the relevant factual matters are not in dispute. The Respondent also made certain concessions; -

(a) The check in inventory was unsatisfactory. There were items which were missed and others wrongly described.

(b) The check in inventory could not be directly compared with the checkout report because a different company had prepared it.

(c) There were some errors/deficiencies in the checkout report although overall they felt that it was accurate.

(d) The Applicant was told that she could review the reports before they were issued. However, Mr McNulty said that this is not usual practice and not appropriate.

(e) The Applicant was told that the tenant would sign a pet mandate. No pet mandate was signed.

(f) The Respondent's employee carried out the checkout inspection before the Applicant arrived despite making an arrangement with the Applicant so that should could be present.

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

54. The complaint under this paragraph of the Code is about the checkout inspection taking place in the absence of the Applicant, the failure by the

Respondent to amend the report to include the items noted by the Applicant and the failure to provide the Applicant with the opportunity to review the report before it was issued to the tenant.

55. The Respondent's position is that the inspection should not have proceeded before the Applicant had arrived but that she was not prejudiced by this as she had the chance to look round and discuss the condition of the property with the letting agent after her arrival. The Respondent also insists that they were entitled to refuse to amend the report or to issue it to the Applicant before it was finalised and issued to the tenant.

56. The Respondent's argument is not a convincing one. The inspection should not have been conducted in the Applicant's absence after she had specifically asked to be present, and the Respondent's employee had agreed and provided the date and time. No satisfactory explanation was offered for this failure. The Applicant was also misled by the employee when told that she would see the report first. Having told her that this would be the case, the report should not have been issued without further discussion taking place, even if the arrangement was not usual practice. The Tribunal is also not satisfied that the Respondent was entitled to refuse to let the Applicant see the report before it was issued, or to let her make changes. The evidence and submissions suggested a fundamental misunderstanding on the part of the Respondent about their role. The landlord is the client of the letting agent. The Respondent contracted with the Applicant to manage the property and provide letting agent services. It was the Applicant, their client, who paid the fees for this service. A letting agent is not an impartial service, mediating between the landlord and their tenant. While it would have been entirely reasonable and appropriate for the Respondent to refuse to amend the report if it resulted in blatant inaccuracies, obvious errors or misleading information, it was not open to them to refuse to make changes because they didn't think the tenancy deposit adjudicator would uphold some of the complaints. That was for SDS to determine. In this case, the Applicant was awarded sums for redecoration and damage which had not been fully recorded in the Respondent's report. There may have been a difference of opinion as to what was wear and tear but that was not a valid reason for the Respondent to refuse to incorporate the Applicant's concerns into the report.

57. The Tribunal is satisfied that the Respondent's actions in connection with the checkout process were unfair and that a breach of this section of the Code is established

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

58. The complaints under this paragraph relate to the inaccuracies of the check in and our reports, and the failure to get a pet mandate signed.

59. The Respondent concedes that the check in inventory was deficient and (to a lesser extent) that there were issues with the check out report. They attribute these and the lack of a pet mandate to human error. They also state that the use of the word “reasonable” in this paragraph is such that minor errors do not give rise to a breach of this section of the Code.

60. Again, the Tribunal is not convinced by this argument. There was a catalogue of failures and errors in the management of the Applicant’s property. The fact that some were due to human error does not mean that they are automatically excused. The Respondent has to take responsibility for errors on the part of their staff and take steps to ensure that they do not happen again. Furthermore, the Respondent could have rectified many of the oversights. They agreed to amend the initial inventory, but not when it was first requested and only after the Applicant escalated her complaint. They also refused to amend the check out report. The Tribunal is satisfied that the Applicant has established an absence of “reasonable care and skill” in relation to the following; -

(a) Ensuring that the check in inventory prepared by an external company for fit for purpose.

(b) Failing to amend the inventory as soon as the omissions and errors were brought to their attention.

(c) Proceeding with the checkout inspection before the Applicant, who had made it clear that she wanted to be present, had arrived.

(d) Refusing to amend the checkout report.

(e) Issuing the check out report to both Applicant and tenant at the same time despite specifically agreeing to let the Applicant see it first.

61. The Tribunal is also of the view that the failure by the Respondent to make direct contact with the tenant in relation to the antisocial behaviour complaints is a breach of this section. Complaints were received throughout the tenancy. It may have been an acceptable arrangement for routine tenancy related matters to be dealt with by the football club contact. However, for serious breach of tenancy issues the Respondent ought to made direct contact with the tenant or at least, obtained evidence that the action taken by KL was appropriate and satisfactory. Whatever the arrangement with KL, the football club was not a party to the tenancy agreement and did not act as guarantor. In relation to the dog fouling the Tribunal fully agreed with the Applicant’s statement that the Respondent should not have given the tenant several days to clean up. That might have been acceptable had the areas affected been outside, but not in relation to internal areas. There should have been immediate, direct contact with the tenant and cleaning arranged without delay. It is not disputed that the tenant is responsible for his behaviour and his pet, but it is the agent’s responsibility to act promptly and appropriately when serious issues arise.

Paragraph 29f – In your dealings with potential landlord clients you must: Conflict of interest - If you intend to act for clients who have competing interests or your personal interest conflict, or could potentially conflict, inform the clients as soon as you become aware of it.

62. The first part of this section does not apply as there was no other client involved. Although the Respondent has (or had) an arrangement or association with the football club, the club was not a client and no money changed hands.

63. This Applicant's complaint is that relationship or association with the football club resulted in the tenant receiving more favourable treatment to the detriment of the Applicant. It is argued that the Respondent's desire to preserve their arrangement with the club resulted in a conflict of interest. There are a number of issues with this claim: -

(a) The Respondent was completely open and transparent about the relationship with the football club. There was no deception or misinformation.

(b) It appears that the Applicant also derived benefit from the relationship. The property was an expensive one, far beyond the price range of most renters. As a result, the pool of prospective renters would have been very limited. It could have taken some time to find a tenant had the arrangement not existed.

(c) The Applicant knew who was going to be renting the property, his age and circumstances. She knew that the tenant had a dog and had agreed to this.

(d) The Respondent's position is that there was no conflict of interest. Even if their opinion was misconceived, this section only imposes an obligation on a letting agent to disclose a conflict when they are aware (or become aware) that it exists.

64. The Tribunal also notes that there is no evidence that the Respondent's failures were attributable to their association with the football club and their desire to preserve this. The Tribunal is not satisfied that a breach of this section has been established.

Paragraph 68 – If you are responsible for managing the check in process, you must produce an inventory (which may include a photographic record) of all the things in the property (for example, furniture and equipment) and the condition of these and the property (for example marks on walls, carpets, other fixtures) unless otherwise agreed in writing by the landlord. When an inventory and schedule of condition is produced, you and the tenant must both sign the inventory confirming it is correct.

65. The Tribunal is satisfied that there has been a breach of this section. The check in inventory did not initially include all the items in the property. Specifically, the television and microwave were missed. In addition, some of the fixtures and fittings were wrongly described. While this was eventually rectified, the tenant did not sign the corrected version. That could have proved problematic had items been missing from the property at the end of the tenancy. This section of the code states that the inventory "must" be signed. As it was not, the Respondent has failed to comply with this section of the Code.

Paragraph 75 –Breaches of the tenancy agreement must be dealt with promptly and appropriately and in line with the tenancy agreement and your agreement with the landlord.

66. For the reasons set out in paragraph 61, the Tribunal is also satisfied that a breach of this section is established. It is not disputed that the Respondent was not responsible for the tenant's behaviour. However, as managing agent they were responsible for taking action against the tenant to address it. The Applicant provided copies of several emails to the Respondent in relation to the noise complaints and dog fouling. There were also emails about the plumbing issues although it was conceded that it could not be proved that the tenant was responsible for this. At no point did the Respondent tell the Applicant that the antisocial behaviour complaints were outwith their remit. The complaints may have been raised with KL, although no evidence of this was produced. The Respondent ought to have made direct contact with the tenant particularly when the complaints continued.

67. The Tribunal is satisfied that a breach of this |Section has been established on the grounds that the Respondent did not deal with the breach of tenancy "Promptly and appropriately".

Paragraph 102 – if you are responsible for managing the check out process, you must ensure that it is conducted thoroughly and, if appropriate prepare a sufficiently detailed report (this may include a photographic record) that makes relevant links to the inventory/ schedule of condition where one has been prepared before the tenancy began.

68. The Tribunal is satisfied that the Respondent prepared a check out report which complies with the first part of this paragraph. It was a thorough report and contains photographs. It is not a breach of this section of the Code that the Applicant wanted additional information in the report which the Respondent did not think was necessary. The Respondent is a well-established letting agent and presumably their staff are trained and experienced. However, this section of the Code specifically requires the check out report to be linked to the check in inventory. The Respondent concedes that this did not happen because the inventory was prepared by a third party and the check out report was prepared by in house staff. As the Code specifically requires the checkout report to refer to the inventory the

Respondent ought to have taken appropriate steps. This might have involved instructing the same company to do both reports.

69. The Tribunal is satisfied that a breach of Paragraph 102 has been established.

Letting Agent Enforcement Order (LAEO)

70. The Tribunal carefully considered the Applicant's submissions in relation to the level of compensation they consider to be appropriate. The Tribunal also noted that the Respondent, while disputing that their failures amounted to a failure to comply with the Code, acknowledged that there had been some inconvenience associated with the check in and out processes. They previously offered £300. The Tribunal also notes that the Applicant would have accepted this sum if the Applicant had been prepared to write to the tenant to state that their checkout report was deficient.

71. The Tribunal is not persuaded that the Applicant has established any actual loss. It is also not possible to conclude that there would have been losses if the Respondent had dealt with the tenancy deposit adjudication using their report. However, there is no doubt that the Applicant experienced considerable inconvenience, particularly in relation to the check in and out reports. The Tribunal notes that the management fee during the tenancy was £300 per month. The Respondent provided most of services covered by this fee. The found a tenant, signed the tenant up to the tenancy agreement, collected the rent and carried out an inspection. In relation to the check in report, this only required some amendments as most of the essential information was there. The check out report was also thorough, although it did not include some information about damage and missing items that the Applicant wanted to be included. Having regard to the SDS adjudication, her concerns about the Respondent's report appear to have been justified.

72. It is for the Tribunal to decide whether an order should be issued and what compensation, if any, should be awarded. Having regard to the breaches which were established, the Tribunal is satisfied that an award of £800 should be made.

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.

Josephine Bonnar, Legal Member 8 November 2026