

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 48(6) of the Housing (Scotland) Act 2014 and the Rules of Procedure 2017 (contained in Schedule 1 of the Chamber Procedure Regulations 2017 (“the Procedure Rules”) Rule 95**

**Chamber Ref: FTS/HPC/LA/18/3008**

**Re: Property at 27 (2F2) East Preston Street, Edinburgh, EH8 9QE (“the Property”)**

**Parties:**

**Rashid Ahmed, 7 Oakwood Park, Deans, Livingston, EH54 8AW (“the Applicant”)**

**CPM Edinburgh, 78 Newington Road, Edinburgh, EH9 1QN (“the Respondent”)**

**Tribunal Members: Melanie Barbour (Legal Member) and Elizabeth Williams (Ordinary Member)**

**Decision: (in absence of the Respondent)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Letting Agent has failed to comply with paragraphs 120, 124 and 125 of the Letting Agent Code of Practice under Section 46 of the Housing (Scotland) Act 2014.**

**Background**

1. On 8 November 2018 the Applicant lodged an application with the Tribunal seeking to enforce certain provisions within the Letting Agent Code of Practice against CPM Edinburgh, Letting Agents, 78 Newington Road, Edinburgh, EH9 1QN. Further paperwork in respect of the application was submitted, and the application was accepted for determination by the First Tier Tribunal on 18 April 2019.

2. In the application the Applicant alleged breaches of paragraphs 120, 124 and 125 of the Letting Agent Code of Practice.
3. The Applicant alleged,
4. Rule 120: the letting agent has not accounted immediately to the Applicant for rent monies due to him for the period February to August 2018, despite his requesting her to do so on many occasions. There should have been monthly payments of £1,500.00 less commission of £112 i.e. £1388 per month. He accepts that properly vouched maintenance costs, if any, fall to be deducted from this figure. During the seven month period from February to August 2018 he received only one payment of £1185 in February 2018. He is unclear whether valid deductions were made from the £1500 rent for February 2018 to result in the figure of £1185.
5. Rule 124: the Applicant requested that the Respondent pay the rent monies owed to him for the seven month period from February to August 2018. Although the rent monies were collected from his tenants by the Respondent and available, despite his requests for payment, this did not happen, with no explanation given for the delay in doing so. As previously stated he seeks £8531 in rent monies due to him for that period.
6. Rule 125: There was no apparent need for the Respondent to retain the aforementioned rent monies of £8531. These monies should have been paid less agreed commission and vouched for outlays each month when the same was paid by the tenants and received by the Respondent .
7. The Applicant set out that his details of loss were net monthly rental of £1388 for February to August (7x1388 - £9716) less payment of £1185 received February 2018, leaving £8531 as the loss sustained.
8. The Applicant sought payment of £8531 to rectify the failure.

9. The Applicant provided with the application a copy a letter notifying the Respondent of the failure to comply with the code of practice, evidence of postal service of the notification letter, and other documentation in support of the application namely :-

- 9.1. Notification letter and evidence of service;
- 9.2. Copy letter from Applicant to the Respondent dated 3 August 2018;
- 9.3. Copy letter from Applicant to the Respondent dated 4 September 2018;
- 9.4. Email from Respondent to the Applicant dated 5 September 2018;
- 9.5. Email from Respondent to the Applicant dated 14 September 2018;
- 9.6. 14 September 2018 Spreadsheet for the Property;
- 9.7. Tenancy Agreement dated 8 August 2017;
- 9.8. Applicant's bank statements from 13 February 2018 - 30 July 2018;
- 9.9. Property statement invoices for various properties including 27 East Preston Street; and
- 9.10. Various Total Landlord Care invoices

10. The Respondent had until 30 May 2019 to make representations. No written representations were received prior to this date. On 21 June and 24 June 2019 the Respondent sent three emails with the following attachments:

- 10.1. amended 21 June 2019 Spreadsheet for the Property
- 10.2. Business account statement dated 5 September 2018;
- 10.3. Business account statement dated 6-16 July 2018;
- 10.4. Business account statement dated 29 August 2019; and
- 10.5. Property statement invoices between February - August 2018.

11. A hearing took place on 28 June 2019. The Applicant appeared with his solicitor, Mr Morrison from Messrs Sneddon Morrison. The trainee solicitor from Messrs Sneddon Morrison, Ms Haywood-Panteli was also in attendance as an observer. Jane Aitken appeared for the Respondent.

12. At that hearing the Applicant lodged

- 12.1. Updated bank account statements showing account transactions up to 25 September 2018.

13. At that hearing the Respondent lodged further document namely

13.1. Bank account slips showing payments of 3 cheques in July and August 2018.

13.2. Copy of three cheques which are not properly legible.

14. Reference is made to the terms of the hearing note prepared.

15. Reference is made to the notice of direction. The Respondent submitted the following further documentation in response to that notice:-

15.1. Acknowledgement from letting agent registration;

15.2. Updated spreadsheet;

15.3. A copy of the Respondent's repairs and maintenance procedures

15.4. A copy of the Respondent's written rent collection and handling procedure;

15.5. Property statement February 2018;

15.6. Total landlord care invoice dated 2 December 2017 for £262.90;

15.7. Energy Engineers Invoice dated 2 December 2017 for £262.90;

15.8. Total landlord care invoice dated 8 January 2018 for £44.00;

15.9. Energy Engineers Invoice dated 8 January 2018 for £44.00;

15.10. Property statement March 2018;

15.11. Property statement April 2018;

15.12. Property statement May 2018;

15.13. Property statement June 2018;

15.14. Property statement July 2018;

15.15. Total landlord care invoice dated 31 July 2017 for £1219.00;

15.16. S& N Property Maintenance Invoice undated for £1219.00;

15.17. Property statement August 2018;

15.18. Total landlord care invoice dated 22 October 2017 for £169.49;

and

15.19. S&N Property Maintenance Invoice undated for £169.49

**Hearing on June 2019**

16. At the Hearing on 28 June 2019 the Applicant's agent confirmed that the order now being sought for payment was for an amended sum of £7243.
17. The Applicant's agent proceeded to explain that as set out in the Application his client had had difficulties getting his rental income from the Respondent and did not know what had been paid and what had been deducted. They now sought an order obliging the Respondent to pay the outstanding rent to the Applicant.
18. He advised that they had now identified that a payment of £1288 had been made by the Respondent after reviewing the Applicant's bank statements against the statement recently produced by the Respondent. He advised that the other bank statements lodged by the Respondent showed a further two payments being made (£985 and 985.60), however comparing these against his client's bank statement, he advised that it did not appear that those cheques had cleared. He did not therefore consider that the documents lodged substantiated that any further payments had been made.
19. He submitted that there was no payment at all shown in his client's bank statement of £1162.80. He advised that this sum may have been paid to the Applicant's brother who also used the letting agent however it had not been to his client.
20. He advised that the Applicant did not accept that the deductions for repairs from the rent money had any proper vouching. The Applicant was not therefore prepared to agree that these sums should be deducted from rent money owed to him.
21. The Respondent explained that the two payments of £985 and 985.60 had been paid to the Applicant. She referred to the Applicant's bank statement and highlighted that in May 2018 a payment of £985.60 had been paid in to the Applicant's bank account 4 times; the cheque had been unpaid on 3 occasions and she therefore submitted that this showed that a payment of £985.60 had been paid to the Applicant.

22. The Respondent agreed that the amended Spreadsheet contained an error with the reference to that payment, as it erroneously referred to £985.36 and should in fact refer to £985.60.
23. The Respondent then referred to the Applicant's bank statement for July 2018, it showed that a payment of £985.00 had been attempted on 4 occasions during that month; with the cheque being unpaid on 3 occasions. She submitted that this showed that a payment of this sum had been made to the Applicant.
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24. After a short adjournment the Applicant's agent confirmed that his client could now accept that 2 further cash payments had been made to his bank account in May and July 2018.
25. The Respondent submitted that she accepted that the figure of £1,162.80, (as shown on the 21 June 2019 Spreadsheet, as having been paid to the Applicant on 29 August 2018) had not been paid to him.
26. She further advised that the reference to £1,394 on the 21 June 2019 Spreadsheet should be ignored.
27. She advised that the payment of £1185 made in February had been for January's rent.
28. Clarification was then sought in relation to other figures set out on the 21 June 2019 Spreadsheet as the figures "Due, Paid and Balance Owing" did not add up. The Respondent agreed that the Balance Due figure was not correct.
29. The Respondent submitted that the gross rent less commission and expenses left a total sum due of £7185.97 of rent. The Tribunal noted however that this was not the same figure as the sum specified in the 21 June 2019 Spreadsheet (which was £7,448.87).
30. At the hearing on 28 June 2019 the Respondent did not have independent documentary evidence of the expenses she considered should be deducted from

the Rent due. She produced a copy of an invoice produced by the Total Landlord Care for certain works to the Property which she submitted supported her position that those sums should be deducted from the gross rent. The Applicant's agent submitted that there was no evidence before him which showed that the deductions had been properly made. He submitted that this invoice appeared to have been prepared by the Respondent and was not independent vouching of works being carried out. The Tribunal noted that the invoice was dated sometime in 2017 and could not therefore be relevant to the time period of which this application relates.

31. The Respondent accepted that had she not produced any independent vouching for those expenses for this hearing. She advised that she used the same company to carry out the repair and maintenance works to the Property. She indicated that she could produce their invoices and could also call as a witness, someone from the company who carried out the works. Given that the Respondent submitted that she would be able to provide evidence which supported the deductions being properly made, the Tribunal decided to adjourn the hearing in order that she is allowed to produce this evidence. It was agreed that the Tribunal would issue a Direction setting out a timetable for such information to be lodged.

32. The Applicant's agent requested as matters had to be adjourned, that the balance of "net rent" due, (as accepted by the Respondent as being due) appeared to total £3,927.37 and he asked that this payment now be made to his client. The Respondent agreed to pay this sum before the end of July 2019.

33. The Respondent advised that the contract entered into with the Applicant had been a verbal contract. She advised that the Applicant had been given monthly invoices which had been collected by his sister-in-law, and these invoices had shown the payments which had been deducted. The Applicant disputed that he had been given monthly invoices for the rental of the Property.

**Hearing on 17 September 2019**

34. On 17 September 2019 the part heard hearing recommenced. The Applicant's solicitor, Mr Morrison from Messrs Sneddon Morrison appeared on behalf of the applicant. There was no appearance by the Respondent. Elizabeth Dickson was also in attendance to observe the Ordinary Member and took no part in the proceedings.

35. The Tribunal were satisfied that the Respondent had been made aware of today's hearing, given this the Tribunal was prepared to continue with today's hearing in her absence.

36. The Applicant's agent confirmed that he was attending on behalf of his client today. He advised that client could not attend as he was currently in India. He confirmed that he had received a copy of the Hearing Note, Notice of Direction, and the further documentation lodged by the Respondent on around 17 July 2019. He confirmed that he was in a position to proceed with today's hearing. He had had the chance to discuss the documentation with his client.

37. The Applicant's agent confirmed that he had received a payment of outstanding rent of £3023.21. It had been paid to his client account around 17 July 2019.

38. The Applicant's agent confirmed that he and his client had reviewed the 17 July 2019 Spreadsheet, having regard to that statement he confirmed that matters which his client did not dispute were:-

- 38.1. The details set out in the Rent column;
- 38.2. The details set out in the Commission column;
- 38.3. That the Applicant received a payment of £985 for rent ;
- 38.4. That the Applicant received a payment of £985.60 for rent; and
- 38.5. That the Applicant received a payment of £1288 for rent.

39. The Applicant's agent confirmed that his client did not accept that he had received a rental payment of £1,162.80 from the Respondent for rent. He confirmed that he had reviewed his client's bank statements, including transactions made around the period 29 August 2018 and there were no details



of this sum having been lodged into his client's bank account. Further, he also submitted that no copy of cheque for this sum had been sent to him or submitted as a further document to the Tribunal. He therefore submitted that this rental amount had not been paid to his client and accordingly, rent for £1162.80 was still outstanding and owing to his client.

40. Turning to the issue of what expenses his client considered should be deducted from rent, he submitted that his client did not dispute deductions properly made where there was appropriate vouching. Referring to the 17 July 2019 Spreadsheet he confirmed that his client:-

- 40.1. Did not dispute the expenses which had been deducted from February 2018's rent;
- 40.2. Did not dispute the payment of £720 which had been deducted as the fee for applying for a licence for a house of multiple occupancy from June 2018 rent;
- 40.3. Disputed the deduction of £1219 from July 2018 rent; and
- 40.4. Disputed the deduction of £169.49 from August 2018 rent.

41. He submitted that his client's position was that there was no proper vouching for the sums deducted from the July and August 2018 rent. He submitted that the July invoice looks handmade by the Respondent; that there was no independent invoice supplied for any of the actual items referred to in the July invoice, for example the reconditioned washing machine; the invoice from S&N provided no details at all as to who these people were there, there was no evidence provided about their business that could be checked. He submitted that he had no idea who S&N were and he noted that there were no dates on their invoices. He submitted that his client had no idea what works or had not been done to the Property. He submitted that it appeared that Total Landlord Care and the Respondent were one and the same. He noted that they have the same business address. He was not able to ascertain if there had been any mark up by Total Landlord Care on the prices charged to his client for the works alleged to have been done. He submitted that these invoices were of dubious quality and were not accepted by his client as being due and owing.

42. He advised that his client had had no discussion with the Respondent about any repairs which were alleged to have been carried out prior to the works being done.

43. He advised that his client had been getting "fobbed off" by the Respondent when he had asked her about payment of rent and deductions. Explanations were not provided to his client about deductions being made and why they were being made. He submitted that because of these problems his client had approached him for legal assistance. He submitted that when he had contacted the Respondent he had also been fobbed off with by the Respondent.

44. He advised that his client had not been told that there was to be an application for a House of Multiple Occupancy licence, however he did not dispute this deduction (he noted that a cheque submitted in support of this fee had been produced). He noted that there were no other cheques submitted as evidence of other payments having been made for repairs. He advised that as far as he was aware, his client had not signed any documentation with the Respondent as to what procedure would be followed when repairs were to be undertaken to the Property.

45. In all the circumstances he considered that the Respondents had breached paragraphs 120, 124 and 125 of the Letting Agents Code and the order sought was for payment of the outstanding rent due.

46. He also moved for expenses in accordance with Rule 40 of the Tribunal Rules given the time and inconvenience that his client had been put to, to try and find out what was due to him and have rent due paid. He advised, that had the Respondent explained what owed; what were the repairs to be deducted; and had paid the rent due, he would not have had to bring this application. He considered that the conduct of the Respondent had caused his client additional cost in terms of Rule 40. He advised that had the Respondent provided accurate accounting before the hearing there may have been no need for a hearing; but even if matters had proceeded to a hearing the very fact that there was no

evidence presented to substantiate the deductions for alleged repairs at the last hearing, had meant that he had had to prepare and attend this hearing. He considered that the conduct of the Respondent was unreasonable to such an extent that it had caused his client unnecessary expense and it would be reasonable for expenses to be awarded in terms of Rule 40.

### **Statement of Reasons**

47. The Tribunal found that the Respondent was acting in its capacity as the Applicant's letting agent in the period after January 2018 and therefore the Letting Agent Code of Practice applies to the Respondent in this matter, as it came into force with effect from 31 January 2018.

48. Considering each alleged breach in turn, the Tribunal made the following findings:-

49. That there has been a breach of paragraph 120 of the code "*You must be able to account immediately to [your client] for all money held on behalf of clients.*"

50. There did not appear to be any dispute between the parties that the Respondent had not immediately accounted to the Applicant for the rent money held for the Applicant.

51. During the first day of the hearing the Applicant's agent referred to the terms of his application and advised that rent was still outstanding. He submitted that the Respondent had been contacted on a number of occasions and asked to produce accurate information as to what was due, paid and owing. It had not been forthcoming. His client had had to seek legal advice to try and get clarity. We heard that the Applicant's agent attempted to get clarity about the sums of rent owing to him, however he had been unsuccessful.

52. We had regard to the letter lodged from the solicitors to the Respondent dated 3 August 2018 referring to Property statements for the Property. The letter noted

that the rent stipulated in the Property statement was incorrect; sought clarification about the apparent duplication of invoices; noted that a bank statement for March to April 2018 only showed one payment of £1185 for rent on 23 February 2018 from the Respondent; that any other payments had not been cleared funds and seeking an explanation. We note that on 4 September 2018 a further letter was sent from the Applicant's Agent to the Respondent. That letter noted that there had been no response to their letter of 3 August. They again asked for an explanation of the accounting which had taken place.

53. We had regard to the email sent from the Respondent on 5 September 2018, in it she advised that a Spreadsheet for the previous 12 months would be prepared; that they would not provide the last 5 years paperwork inspite being requested to do so; that *"if they were due money this won't be a problem"*; that she was sure that the lease figure was £1400; she also advised that *it isn't a legal requirement at the moment [to place client's money into a client account] until after 1 October 2018, and they have that in hand, although will be nothing for Mr Ahmed to worry about as he has now withdrawn his Property from CPM Edinburgh."*

54. We had regard to the email sent on 14 September 2018 from the Respondent to the Applicant's Agent attaching a Spreadsheet and advising that *"there is another payment will go in today for £1394.51 being August Rent. I think the payments have been a bit erratic, but I will assure you we will pay Mr Ahmed all that is due, and we understand that the payments are now going to the landlord?"*

55. At the hearing Ms Aitken's evidence for the Respondent was not clear. She was not able to provide a clear details as to what had been paid to the Applicant and when it had been paid. The two Spreadsheets provided by the Respondent in 14 September 2018 and 21 June 2019 both contained different figures and errors.

56. At the hearing on 17 September the Tribunal had before it three different versions of the spreadsheet setting out rent payments, and deductions. There were discrepancies in these spreadsheets. For example the first spreadsheet of 14 September 2018 showed the wrong amount of monthly rent; expenses deducted

changed across them; it was not clear what payments for what months rental had been made to the Applicant; there was a lack of clarity as to what payments had been paid to the Applicant; and the balances did not up. The Respondent accepted that there were errors in the spreadsheets at the hearing.

57. The lease agreement for the Property dated 16 May 2017 stipulated that rent was £1500 per month. The front page of the lease had CPM Edinburgh on it.

58. A payment of £1162.80 was stated to have been paid to the Applicant on each of the spreadsheets, even though at the hearing on 28 June 2019 the Respondent accepted that this had not been paid to the Applicant.

59. At the hearing on 28 June 2019 the Respondent advised that the sum of £1185 which had been paid to the Applicant in February 2019 was in relation to January's rent. This was a matter which the Applicant and his agent were not aware of and appeared to be the first time that this had been explained to them. Further, the 14 September 2018 Spreadsheet provided contained details of rent, payment and expenses for the months of October 2017 until January 2018 and it showed the January net rental figure as £981.10 and not £1185.

60. The Tribunal found it difficult to understand which of the payments made to the Applicant were in respect of which months' rent. Only 1 of the 4 payments made (including the January 2018 payment) was the same amount as any amount shown on any of the 3 spreadsheets. That figure was the payment of £1288, which related to a sum set out as net rent shown on the 14 September 2018 Spreadsheet. We would make the point, that this figure was based on the wrong rent amount on that Spreadsheet. Further, there was no way of knowing if that figure referred to April or May's rent. Further, we were unclear as to why it should take so long (until around 5 September 2018) to pay this sum given that no expenses were deducted from rental in either of those two months.

61. The 3 spreadsheets, showed as follows 14 September, June and 17 July

	14 Sep	21 June	17 July
<b>Rent</b>			
Feb 18	1400	1500	1500
Mar 18	1400	1500	1500
Apr 18	1400	1500	1500
Mar 18	1400	1500	1500
Jun 18	1400	1500	1500
Jul 18	1400	1500	1500
Aug 18	1700	1500	1700
<b>Total</b>	<b>no figure</b>	<b>10700</b>	<b>10700</b>
<b>Commission</b>			
Feb 18	112	120	120
Mar 18	112	120	120
Apr 18	112	120	120
Mar 18	112	120	120
Jun 18	112	120	120
Jul 18	112	120	120
Aug 18	136	120	120
<b>Total</b>	<b>no figure</b>	<b>840</b>	<b>840</b>
<b>Expenses</b>			
Feb 18	302.64	302.64	306.90
Mar 18	262.90	0	0
Apr 18	0	0	0
Mar 18	0	0	0
Jun 18	720	720	720
Jul 18	1219	1219	1219
Aug 18	169.49	169.49	169.49
<b>Total</b>	<b>no figure</b>	<b>2674.03</b>	<b>2415.39</b>
<b>Net</b>			
Feb 18	985.36	1077.36	1073.10
Mar 18	1025.10	1380	1380
Apr 18	1288	1380	1380
Mar 18	1288	1380	1380
Jun 18	568	660	660
Jul 18	69	161	161
Aug 18	1394.51	1410.51	1410.51
<b>Total</b>	<b>no figure</b>	<b>7448.87</b>	<b>7444.61</b>
<b>Paid</b>			
21.5.18	-	985.36	985.60
16.7.18	-	985.00	985.00
1.8.18	-	1288.00	-
29.8.18	-	1162.80	1162.80
5.9.18	-	-	1288.00
-	-	1394.00 (not paid)	-
<b>Total</b>		<b>£4421.16</b>	<b>£4421.40</b>
<b>Due</b>		<b>£7448.87</b>	<b>£7444.61</b>
<b>Paid</b>		<b>£4421.16</b>	<b>£4421.40</b>
<b>Balance Owing</b>		<b>£3827.71</b>	<b>£3023.21</b>

Additional Spreadsheets information on 14 September 2019

10 months error on lease 1400

Actual lease 1500 less 120 comm

10 months 980.00

December invoice £262.90 - toilet and pipes

February invoice £262.90 - requested copy invoice in case duplicated will advise

March invoice £262.90 - joiner invoice

62. We have found that paragraph 124 has been breached. *"You must ensure clients' money is available to them on request and is given to them without unnecessary delay or penalties, unless otherwise agreed in writing (for example to take account of any money outstanding for agreed works undertaken).*

63. We have found that paragraph 125 has been breached. *"You must pay or repay client money as soon as there is no longer any need to retain that money. Unless agreed in writing by the client, you should where feasible credit interest earned on any client account to the appropriate client."*

64. We find breaches of these paragraphs established as follows:-

65. There is still rent outstanding and has been outstanding since August 2018, despite it being requested by both the Applicant and his legal advisor since at least August 2018.

66. The Respondent advised that there was no written contract between the Respondent and the Applicant. We have had regard to the written procedures dealing with Rent. They state that *"Payments to landlords - once we have rent in cleared funds in our dedicated client account, we will process it making deductions for our fees and other costs, ... and forward the remaining funds to the landlord's account within 14 days of receiving the rent in cleared funds from the tenant unless otherwise agreed in writing. At the point we forward the funds we will also issue the landlord with a clear written statement of all income received and expenditure occurred since the last statement was issued. Copies of invoices for any expenditure occurred will be sent with the statement to the landlord."* From the documentary evidence submitted and verbal evidence given we found that these procedures were not followed.

67. No evidence was produced showing that a payment of £1162.80 had been paid. We have seen no evidence that this payment has been made and we find therefore that it is still due.

68. Clarification given by the Respondent (in order to show that two rental payments had been made to the Applicant) was to count the number of times that a cheque paid to the Applicant had been lodged, against the number of times it had not been honoured, in itself we consider that this demonstrates that the client's money could not have been immediately available to the Applicant.

69. The email from the Respondent to the Applicant's agent on 14 September stated that that "*there is another payment going in today for £1394.51*". The bank statements lodged showed no payment for that sum paid to the Applicant that day or any other day.

70. We had regard to the terms of the Respondent's Repairs and Maintenance Procedures. We note that they state that "*We will organise repairs to the Property if authorised by the landlord to do so. If not authorised to do so we will notify the landlord of the need for a repair as soon as we are made aware of it by the tenant and seek the landlord's instructions and notify the tenant of these.*"

71. Turning to the invoices which were submitted by the Respondent in response to the Notice of Direction, the Total Landlord Care Invoice submitted in support of the expenses deducted from the July 2018 rent is dated 31 July 2017. We agree that it has the same business address as the Respondent. The other invoice from S&N for the same sum is undated, there is no business address on it, and no other information to identify the work done. There were no independent invoice/receipts to support any of the items claimed. As the Respondent did not attend the hearing on 17 September 2019 and did not call any witness to speak to these invoices we prefer the evidence of the Applicant that no instructions to proceed to do these works was given by the Applicant to the Respondent. The evidence provided does not substantiate that they have been carried out. It also does not show that they were carried out in accordance with the Respondent's own procedures for dealing with repairs.

72. In terms of the August 2018 invoice, we would make the same comments that the Total Landlord Care Invoice was produced. The invoice was dated 22 October 2017, it included the supply of gas cooker, fitting it and a hose, and also doing



boiler check, again it appeared that S&N had carried out the work, there was no other independent vouching produced.

73. Accordingly we were not satisfied that the expenses had been properly deducted and given this these sums should be paid to the Applicant as requested. We not consider that there is any reason to continue to hold on to these sums.

### **Decision**

74. The Tribunal determined that the Respondent has failed to comply with paragraphs 120, 124 and 125 of the Letting Agent Code of Practice and will make a letting agent enforcement order requiring the Respondent to:-

- a. To pay the Applicant the sums deducted for expenses (repairs) for July and August 2018 totalling £1388.49;
- b. To pay the Applicant the sums due in relation to unpaid rent owed to the Applicant totalling £1162.80; and
- c. To pay to the Applicant the sum of £2500.00 in compensation for the inconvenience suffered by the Applicant as a result of the failures of the letting agent to discharge their obligations in accordance with the Letting Agents Code of Practice from 31 January 2018 until the Applicant ceased using the Respondent as his letting agent in August 2018.

**Melanie Barbour Legal Member**

23.9.19  
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**Date**