

Housing and Property Chamber

First-tier Tribunal for Scotland



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

**Statement of Decision: Housing (Scotland) Act 2014, Section 48
First-tier Tribunal for Scotland housing and Property
Chamber (Procedure) Regulations 2017 (“the 2017
Rules”), Rule 95
The Letting Agents Code of Practice (“the Code of
Practice”)**

Chamber Ref: FTS/HPC/LA/19/2553

**7/1 The Metropole, 85 Dunlop Street, Glasgow G1 4ET
 (“The Property”)**

The Parties:-

**Mr Gary Kelway and Mrs Jacqueline Kelway, 7/1 The Metropole, 85 Dunlop
Street, Glasgow G1 4ET
 (“the Applicants”)**

**Plan (Borders) Limited trading as Martin & Co Glasgow City, 9 Canal Street,
Paisley, Renfrewshire PA1 2HD
 (“the Letting Agent”)**

The Tribunal:-

**Graham Harding (Legal Member)
Gerard Darroch (Ordinary Member)**

Decision

- 1. The Letting Agent has failed to comply with the Code of Practice, in particular:-**
 - **Section 2 , paragraphs 18 and 19**
 - **Section 5, paragraph 80**
 - **Section 6, paragraphs 98, 99, 102 and 106**
- 2. The Tribunal issued a Letting Agent Enforcement Order (“LAEO”) setting out the steps the Letting Agent must take by the date specified in the LAEO; including payment of compensation to the Applicants for their loss occasioned by the Letting Agent’s failures.**
- 3. The Tribunal will notify the Scottish Ministers that the Letting Agent has failed to comply with the Code of Practice.**

4. The decision of the Tribunal is unanimous.

Statement of Reasons

Background

5. The Letting Agent carries out letting agency work in Scotland
6. The Letting Agent has joined the Register of Letting Agents in Scotland in its Company name of Plan (Borders) Limited trading as Martin & Co, 21 Underwood Road Paisley, Renfrewshire PA3 1TH, LARN1903016.
7. The Code of Practice sets out the standards all those doing letting agency work must meet. The Code of Practice came into force on 31 January 2018. The Letting Agent's duty to comply with the Code of Practice arises from that date.

The Application

8. By application dated 6 August 2019 the Applicants applied to the Tribunal in terms of Section 48 of the Housing (Scotland) Act 2014 and Rule 95 of the 2017 Rules to enforce the Code of Practice. In the Application the Respondents were named as Martin & Co., 9 Canal Street, Paisley, Renfrewshire PA1 2HD.
9. The complaint in the application was specified with reference to the following sections and paragraphs of the Code of Practice, namely:-
 - i. Section 2 paragraphs 18 and 19;
 - ii. Section 5 paragraph 80;
 - iii. Section 6 paragraphs 98,99,102 and 106; and
 - iv. Section 7 paragraph 111.
10. The Applicants' reasons for considering that there had been a failure to comply with the specified paragraphs are that the Letting Agent:-
 - i. Displayed lack of clarity, professionalism and honesty in the process of the tenancy ending and in the submission of incorrect information to SafeDeposits Scotland;
 - ii. Its managing director exempted himself for responsibility for the error in submission to SafeDeposits Scotland and resisted attempts to resolve matters amicably;
 - iii. Communicated in a way that was threatening and intimidating;
 - iv. Failed to keep detailed records of keys and fobs being used by staff and the use of a car parking space by staff without consent;
 - v. Failed to conduct the Tenant check-out process thoroughly resulting in tenants' property being left blocking a fire exit.
11. The Applicant sought an apology for the Letting Agent's actions together with the balance of one month's rent less the amount awarded by Safe Deposit

Scotland and Martin & Co's 10% management fee. The Applicants also sought an apology for the use of their parking space over a prolonged period and an acknowledgement of the seriousness of there being a blocked fire escape following the tenants' departure from the property.

12. On 9 September 2019 a legal member with delegated powers considered the application and referred the Application to a Tribunal.
13. A hearing on the application was assigned to take place on 4 November 2019 at Glasgow Tribunals Centre, 20 York Street, Glasgow.
14. By emails dated 9 and 16 October 2019 the Letting Agent submitted written representations to the Tribunal.
15. By emails dated 9 and 22 October 2019 the Applicants submitted further written representations to the Tribunal.

The Hearing

16. The Hearing was attended by the Applicants and by Mr Joseph Quaradeghini on behalf of the Letting Agent.
17. It was not disputed that the Letting Agents had properly served a Notice to Quit and Section 33 Notice on the Tenants of the property at 7/1, 85 Dunlop Street, Glasgow G1 4ET ("the property") and that the notices provided that the tenants were required to vacate the property on 24 March 2019.
18. Mr Kelway explained that he had contacted Michelle at the Letting Agent on 5 January 2019 as his job in the Middle East was ending and it was the Applicants' intention to return to Glasgow and therefore required the property back as soon as possible. He said he was advised through emails (4&5) that the tenants would need to be given two months' notice and the earliest date that the tenancy could be ended was 24 March 2019. According to Mr Kelway the Applicants had in all further correspondence with the Letting Agent told them they were working to that date and would be returning to the UK around that time frame. Mr Kelway went on to refer to Mr Quaradeghini's email of 4 February 2019 (email 13) to Ms Carr in which he spoke of "sorting out the consequences".
19. Mr Quaradeghini submitted that it had been Mr Kelway's position that the Applicants wanted to take possession of the property earlier than 24 March. This was disputed by the Applicants and Mr Kelway referred the Tribunal to the various emails passing back and forward between the Applicants and the Letting Agent in this regard.
20. Mr Kelway went on to say that once the Tenants had handed back the keys of the property on 26 February the Letting Agents then absolved themselves of any responsibility for the property and the Applicants decided to book flights to return to Glasgow on 14 March 2019. Mr Kelway went on to say that the

Applicants then left the UK again on 30 March with the property empty and that it remains empty.

21. Mr Kelway advised the Tribunal that the Letting Agent had submitted an application for the return of the whole deposit to the Applicants but had put the termination date of the lease as 26 February 2019. He said that had the Letting Agent forwarded what they were going to submit to Safe Deposits the Applicants would have told the Letting Agent to change the date to 24 March.
22. Mr Kelway went on to comment on the check-out carried out by the Letting Agent. Although the check-out had dealt with the inside of the property it had not taken account of the tenants' furniture that had been left outside and blocking a fire escape. Mr Kelway referred to correspondence with the Property Factors Speirs Gumley that contradicted the Letting Agent's explanation regarding arrangements the tenants were said to have with the concierge to remove the furniture. Mr Kelway also spoke of Mr Quaradeghini using rhetoric and referring to his solicitor's advice but not providing the solicitor with the complete facts of the case. Mr Kelway suggested that he had tried to reach an amicable settlement but had been unable to do so.
23. Mr Kelway submitted that the Applicants had been severely prejudiced by the Letting Agent's actions in submitting to SafeDeposits that the end date of the tenancy was 26 February. SafeDeposits' judgement had been based on the wrong information provided by the Letting Agent.
24. For the Letting Agent Mr Quaradeghini confirmed that they had advised the Applicants that the earliest date the tenancy could be ended was 24 March but that there had been telephone calls between the parties to see if the tenants would agree to move earlier. This was disputed by Mr Kelway who called this a blatant fabrication. The emails between the parties referred to getting the property back as soon as legally possible. Mr Quaradeghini confirmed that there had been emails sent to the Applicants requesting confirmation of when they would be returning to the UK but they had never received a date back and it had been confirmed to the tenants that the leaving date was 24 March.
25. Mr Quaradeghini said that despite the tenancy end date being 24 March he had not realised that by submitting an application to SafeDeposits that had triggered an earlier end date to the tenancy. He accepted that having taken possession of the property the claim for the return of the deposit had been submitted on the wrong date. He had however done his best to challenge the decision of the adjudicator on review. In any event he submitted if he had waited until after 24 March it was likely that the Tenants would have submitted their own application or would have challenged the termination date. As the property was not going to be re-let and the Applicants were taking occupation of the property, he thought it likely that an adjudicator would have found in the tenants' favour in any event.
26. Mr Kelway advised the Tribunal that on the Applicants return to the UK they had advised Glasgow City Council that they were responsible for the Council

tax with effect from 24 March. Mr Kelway went on to explain that his job in the Middle East had ended and he and his wife had decided to return to Glasgow but had a three-month visa to remain in Dubai. A job opportunity had then arisen in Ireland which he had accepted and it was now the Applicants' intention to sell the property in the New Year. He said that they need not have returned to Glasgow on 14 March they could have waited until the 24th.

27. Mr Quaradeghini suggested that if the Applicants were due rent from the tenants it would be open to them to pursue the tenants for this. In response to a query from the Tribunal as to whether this was an avenue still open to the Applicants given that it had already been adjudicated upon by the Tenancy Scheme Adjudicator Mr Quaradeghini said that he did not know but that the Applicants could take legal advice.
28. With regards to the tenants' property that had been blocking the fire exit Mr Quaradeghini said that at check-out the tenants were still packing and the concierge had been helping them he had advised the Letting Agents staff member, Michelle that he would sort out the removal of the furniture.
29. Mrs Kelway referred the Tribunal to an email (Attachment B) in which it was stated the final inspection was carried out on 28 February and not 26 February as indicated by Mr Quaradeghini. Mr Quaradeghini maintained his position that there had been a discussion with the concierge on 26 February and a final inspection on 28 February. The Tenants were moving to another apartment in the same building and the furniture issue was going to be resolved. In response to a query from the Tribunal Mr Quaradeghini said that had the Letting Agents been continuing in post they would have pursued the tenants for any costs involved in removing furniture left behind at the end of the tenancy.
30. According to Mr Kelway it had taken him about a day over 16 and 17 March to remove all of the Tenants belongings that had been left blocking the fire exit. The concierge had not agreed to remove it.
31. Mr Kelway explained that the property had two parking spaces allocated to it but when the tenants leased the property, they were given one space and one space was retained by the Applicants and used to park their son's car. The Tenancy agreement did not mention a parking space. Mr Kelway said that the Letting Agent had been using the parking space for themselves and had retained a key and fob.
32. Mr Quaradeghini confirmed that a staff member had used the parking space and other spaces in the building through an informal arrangement with the concierge and by agreement with the tenants.
33. Mr Kelway submitted that the Letting Agent were getting a significant benefit of free city centre parking and ought to have advised the Applicants of any arrangements they had made with the tenants. Mr Quaradeghini accepted that he could see an argument for the Applicants being advised of any such

arrangement. He also confirmed that no record had been kept of the usage of the key and fob. He did not know if the Letting Agents still had a key and fob.

34. Mr Quaradeghini confirmed that the Letting Agent did have written procedures for managing the ending of the tenancy as they were required to do so but did not provide these to clients. He had not submitted these to the Tribunal but could do so if necessary.
35. Mr Quaradeghini denied that he or other staff members had ever communicated in any way with the Applicants that was abusive, intimidating or threatening. He suggested that it had been Mr Kelway who had behaved inappropriately on the telephone and that on two occasions his assistant Michelle had been in tears after calls with Mr Kelway and that she had refused to be a witness at the hearing saying that she would resign rather than do that.
36. Mr Kelway referred the Tribunal to emails that suggested that whilst Mr Quaradeghini accused him of being abusive, he had responded by saying that it was Mr Quaradeghini who had been shouting at him. Mr Kelway submitted that he had at all times tried to deal with matters amicably but it was the Letting Agent who had not adhered to the dates and he had expressed in one telephone call from Dubai his frustration with the Letting Agent in this regard.

Findings in Fact

37. The Applicants are the owners of the property.
38. The Letting Agent carries out letting agency work in Scotland.
39. The Letting Agent is registered in the Scottish Letting Agent Register, LARN1903016.
40. The Letting Agents managed the letting of the property on behalf of the Applicants during the tenants' occupancy of the property commencing on 24 October 2017.
41. The Letting Agent accepted instructions from the Applicants in January 2019 to terminate the tenancy and served Notices to Quit on the Tenants with a termination date of 24 March 2019 on 18 January 2019.
42. On 1 February 2019 the Letting Agent's employee Michelle Carr emailed the Applicants to advise the tenants were looking to vacate by 24 February 2019.
43. Mr Kelway responded to that email on 1 February by confirming that the tenants were still obliged to pay rent for the two-month notice period.
44. Ms Carr replied by email on 1 February that the tenants could only be charged up to the date the keys were handed back.

45. Mr Kelway replied the same day that as the intimation given by the tenants was past the 24th of January the two-month period stood and if the Tenants moved out early they still had to pay rent in February.
46. The Letting Agent advised the Tenants that they were due to pay rent up to 24 March 2019.
47. Clause 2 of the Tenancy agreement between the Applicants and the tenants provided that after the expiry of the fixed term of the tenancy either party could bring the tenancy to an end by serving written notice on the other to expire on a period of not less than 28 days.
48. In terms of the Housing (Scotland) Act 1988 the Applicants were obliged to give the tenants two months written notice.
49. The Tenants could have given one month's written notice that would have had to expire on the expiration date or any continuation thereof.
50. The Tenants vacated the property on 26 February 2019.
51. The Tenants paid rent up to 24 February 2019.
52. The Letting Agent carried out a final inspection of the property on 28 February 2019 and prepared a check-out report.
53. The Letting Agent claimed £327.92 from the tenants by way of damage and other costs at the end of the tenancy together with one month's rent in the sum of £1875.00.
54. The Tenants agreed to pay £327.92 but not the additional month's rent.
55. The Letting Agent submitted an application to SafeDeposits Scotland on 7 March 2019 requesting the return of the whole of the tenants' deposit of £1875.00.
56. The Letting Agent acknowledged they made an error by submitting an application to SafeDeposits Scotland in advance of the termination date on the Notices to Quit sent to the Tenants on 18 January 2019.
57. In the application the Letting Agent submitted the termination date of the tenancy as being 26 February 2019.
58. Following a review of the SafeDeposits Scotland adjudication on the application in a decision intimated to the Letting Agent on 25 June 2019 the Adjudicator awarded the Applicants in addition to the agreed deductions of £327.92 a further £184.93 in respect of unpaid rent for the period 24 February to 26 February 2019.
59. The Applicants collected the keys to the property on 15 March 2019.

60. The Tenants left belongings and dismantled furniture outside the property blocking a fire exit at the property on their vacating the property. No account of this was taken by the Letting Agent in the check-out report or in the claim to SafeDeposits Scotland.
61. The property remains unoccupied. No attempt was made by the Applicants to re-let the property. It is their intention to market the property for sale in early 2020.
62. An employee of the Letting Agent used a parking space belonging to the Applicants at the property during the tenancy without informing the Applicants.
63. The Letting Agent did not keep any record of the use of keys and fobs by their employee.
64. There was a breakdown in the professional relationship between the Letting Agent and the Applicants as a result of the circumstances surrounding the ending of the tenancy but the Letting Agent did not behave in a way that was abusive threatening or intimidating towards the Applicants.

Reasons for Decision

Section 2, Paragraphs 18 and 19 of the Code of Practice

65. The change in the Applicants circumstances in January 2019 necessitated them instructing the Letting Agents to terminate the tenants lease of the property by giving the tenants the statutory two months' notice. The earliest date on which the Applicants could bring the tenancy to an end was 24 March 2019 and the Letting Agent properly served notices on the Tenants to that effect. The Tribunal was satisfied that whilst the Applicants would have perhaps preferred an earlier date, the arrangements they had put in place were to work to taking occupation of the property after 24 March 2019.
66. There is nothing in the email trail submitted by the parties or in their evidence at the hearing to indicate that there was ever any agreement that the Applicants had acceded to the tenants' verbal request to terminate the tenancy either on 24 or 26 February 2019. Mr Kelway's email of 18 January confirms the Applicants' instruction to the Letting agent to "proceed as earliest as legally possible to end the current contract." Ms Carr's reply of the same date confirms that the termination date will be 24 March but goes on to say "we will work with the tenants if they wish to vacate any sooner and will keep you informed." On 1 February Ms Carr advised the Applicants by email that the tenants had advised her that they were looking to leave by 24 February and would keep the Applicants posted. On the same day Mr Kelway replied making it clear that the Applicants expected the Tenants to pay rent up to 24 March. Ms Carr then replied to say the Tenants would only have to pay rent until the date they handed back the keys. Again, on the same day Mr Kelway responded to say that as the tenants had not served notice, they could not terminate the tenancy earlier than 24 March. Ms Carr did not respond to that email but on 4 February communicated with Mr Quaradeghini to confirm the

Applicants wished the tenants to be held to the notice date of 24 March 2019. Mr Quaradeghini responds by telling Ms Carr to proceed to confirm with the tenants when they wish to leave, saying he would sort out the consequences. At this point the Letting Agent does not go back to the Applicants with any information as to what they propose doing. They are not in the Tribunal's view providing information in a clear and easily accessible way. The Letting Agent was in breach of Paragraph 18 of the Code of Practice.

67. There was nothing to suggest in either the documents submitted by the Letting Agent or Mr Quaradeghini's evidence that the Letting Agent had gone back to the tenants on or around 4 February and made it clear to them that as they had not submitted written notice of their intention to terminate the tenancy on 24 February 2019 by 24 January 2019 (as they would have been required to do in terms of their tenancy agreement) they were obliged to pay rent up to 24 March 2019. It seems more likely that the Letting Agent may have co-operated with the tenants regarding them leaving the property early without providing any information to the Applicant until 21 February 2019.

68. In his email to Mr Kelway of 1 March 2019 Mr Quaradeghini states that:- "I do not agree with you that they should pay up to the date of the notice to quit. You advised that you wanted the property back for your own use. When we explained the minimum legal requirements in terms of notice to the tenant you instructed us to serve the notice as soon as possible stating that you wanted the property back as soon as possible. You actually instructed us to ask the tenants if they could leave sooner, as soon as possible. We advised the tenants of this." On considering the email trail submitted and the evidence at the hearing the Tribunal does not accept that this reflects an accurate statement of the facts. It is the Tribunal's view that the information provided by the Letting Agent was deliberately or negligently misleading. The Applicants were not intending re-letting the property and would therefore not be in a position to mitigate their loss in the event of the tenants breaching their contract and vacating the property early by advertising it for rent. However, at the time that the notices to quit were served it was the Applicants intention to take occupation of the property themselves with effect from the earliest date legally possible namely 24 March. They would therefore be entitled in law to claim rent up to that date unless on the tenants vacating the property, they took entry at an earlier date. Furthermore, it seems clear to the Tribunal from the email trail and evidence that the Applicants had never agreed or instructed the Letting Agent to negotiate an earlier waygoing with the tenants. The Tribunal was therefore satisfied that the letting Agent was in breach of Paragraph 19 of the Code of Practice.

Section 5, Paragraph 80 of the Code of Practice

69. It was conceded by the Letting Agent that one of their employees had used a parking space owned by the Applicants during the course of the tenancy. It is entirely possible that the employee may have done so with the consent of the tenants who although not specified in the tenancy agreement apparently had the use of one parking space. However, Paragraph 80 is quite specific in its terms and if a letting agent holds keys to a property and this would include in

the Tribunal's view the fob to access the garage then a record should have been kept recording the dates when they were used. There was therefore a breach of this paragraph of the Code of Practice. There was also in the Tribunal's view a lack of transparency in the arrangement between the tenants and the Letting Agent and it would have been appropriate for the letting Agent to have advised the applicants of any arrangement they proposed entering into with the tenants in advance of making any such arrangement.

Section 6, Paragraphs 98,99, 102 and 106 of the Code of Practice

70. Mr Quaradeghini advised the Tribunal in his evidence that the Letting Agent did have clear written procedures in place for managing the ending of the tenancy but had not submitted copies to the Applicants or the Tribunal. The Tribunal was therefore unable to confirm that the Letting Agent did indeed have procedures that were compliant with Paragraph 98 of the Code of Practice.
71. As indicated above the Tribunal was not satisfied that the Letting Agent had properly complied with what would be likely to be the proper procedures following the serving of the Notices to Quit. The Tribunal accepts that the Letting Agent could not prevent the tenants from vacating the property prior to the date given on the Notice to Quit nor could they force the tenants to pay the final month's rent. The Tribunal was not satisfied from the evidence that the Letting Agent had clearly stated to the tenants following their failure to serve timeous notice of their intention to terminate the tenancy on 24 February that they were legally bound to pay rent until 24 March 2019. From the emails submitted it did appear to the Tribunal that despite quite clear instructions to the contrary the Letting agent was prepared to try to accommodate a request from the tenants to terminate the tenancy early. The Tribunal was therefore satisfied that the Letting Agent was not applying its likely procedures consistently and reasonably and was therefore in breach of Section 99 of the Code of Practice.
72. The Tribunal did not accept the suggestion by the Applicants that due to the Letting Agent's employee Ms Carr being on leave on 27 February and carrying out a final inspection of the property on 28 February she could not also have been present on 26 February, the day the tenants were leaving the property. It is therefore possible that Ms Carr was present as Mr Quaradeghini suggested in his evidence when the tenants were still packing their belongings. It was also possible that the concierge had been helping the tenants and may have offered to remove some of their belongings for them. However, on Ms Carr returning to the property on 28 February and apparently having previously been made aware that dismantled furniture and other items were being left outside the property ostensibly to be removed by the concierge she clearly ought to have taken steps to ascertain why they were still in situ. The check-out report makes no mention of the fire exit being blocked with the tenants' items and no photographic record was provided to the Applicants. Had the check-out procedures been followed correctly the cost of removal of these items could have been added to the charges against the

deposit if the tenants had failed to remove the items after being told to do so. The Tribunal was satisfied that the Letting Agent was in breach of Paragraph 102 of the Code of Practice.

73. Mr Quaradeghini accepted on behalf of the Letting Agent that he had made an error by submitting an application to SafeDeposits Scotland for the return of the deposit before the end date of the tenancy. The online application does not provide for an application being made before the end date and therefore the termination date of the tenancy was given as 26 February 2019. That might well be the date the tenants would have submitted had they made an application but was clearly not the date that the Applicants intended the tenancy to end. The Tribunal was in no doubt that in order to comply with the tenancy deposit scheme rules for disputes the Letting Agent ought to have waited until either after 24 March 2019 or after the Applicants had taken back occupancy of the property whichever was earlier. The Applicants could in the Tribunal's view quite legitimately not have returned to the property until after 24 March 2019. However, whether they felt obliged to return earlier or not the Tribunal was of the view that the Applicants took occupation of the property with effect from 15 March 2019 being the date they collected the keys to the property. At that point it would be difficult although perhaps not impossible for them to argue that the tenants had a continuing liability to pay rent. What is clear is that by submitting the application on 7 March and stating the termination date as 26 February the Applicants lost any opportunity to have their claim for rent up to 24 March adjudicated upon or taken as a claim to the First-tier Tribunal as it was adjudicated by SafeDeposits Scotland on an admitted termination date of 26 February 2019. It seemed to the Tribunal that the professional relationship between the parties had broken down by the time the tenants had moved out of the property and the Letting Agent was keen to bring the contract with the Applicants to an end as quickly as possible. In so doing they failed to have proper regard for their clients' best interests. Had they done so they would have delayed applying for the deposit until after the Applicants had returned and agreed the dilapidations including any costs involved in removing the items blocking the fire exit. They would have opposed any application by the tenants claiming that the tenancy had ended on 26 February on the basis that the tenants had not submitted a timeous written notice to terminate the tenancy on 24 February and in any event had not moved out on that date and were obliged in terms of the Notice to Quit to pay rent up to 24 March 2019. The Tribunal cannot say for certain what the outcome of an adjudication by SafeDeposits Scotland would have been in the circumstances described above but the Tribunal is in no doubt that through the Letting Agent's actions the Applicants were deprived of an opportunity to have the whole month's rent returned to them as well as an opportunity to apply to the First-tier Tribunal for any further loss they may have incurred. On balance the Tribunal has concluded that it would be appropriate to compensate the Applicants for the loss of rent up to the date they collected the keys of the property. At that point it was likely that the Applicants intended to resume occupation of the property themselves as it pre-dates the Applicants decision to accept employment in Ireland and to sell the property. The Tribunal is satisfied that the Letting Agent was in breach of Section 106 of the Code of Practice.

74. Whilst the general tone of the written communication between the Letting Agent and Mr Kelway was over time becoming distinctly strained the Tribunal did not find that it could be said within the normal meaning of the words to be threatening, intimidating or abusive. There was clearly a breakdown in the professional relationship and it is entirely possible that telephone conversations between the parties could have become quite heated but the Tribunal did not find there was sufficient evidence to support the Applicants' claim that there had been a breach of Paragraph 111 of the Code of Practice.

75. Taking everything into account the Tribunal is satisfied that the Applicants have lost the opportunity to recover rent lawfully due by the tenants as a result of the Letting Agents actions. They have suffered delay, worry and inconvenience including the time and trouble of disposing of the tenants belongings that were blocking the fire exit. The Letting Agent has not communicated clearly with the Applicants and has failed to provide information appropriately regarding the termination of the tenancy. The Letting Agent has breached Paragraphs 18, 19, 80, 98, 99, 102 and 106 of the Code of Practice.

Decision

76. As the Tribunal has decided that the Letting Agent has failed to comply with the Code of Practice, the Tribunal is required to make a Letting Agent Enforcement Order ("LAEO") in terms of Section 8 (7) of the 2014 Act. The LAEO requires the Letting Agent to take the steps required to rectify the failures within the specified period.

77. The Tribunal considers that it is appropriate for the Letting Agent to pay compensation to the Applicant for losses suffered plus compensation for delay worry and inconvenience.

78. The Tribunal therefore orders the Letting Agent to:-

A. pay to the Applicants within 14 days:-

- i. £1047.95 being the rent due by the tenants from 27 February 2019 to 15 March 2019;
- ii. £500.00 in respect of the delay worry and inconvenience suffered by the Applicants.

B. Return to the Applicants any keys and fobs for the property currently in their possession within 14 days.

C. Provide the Applicants and the Tribunal within 14 days a copy of its written procedures for managing the ending of the tenancy as required by paragraph 98 of the Code of Practice.

79. The decision of the Tribunal is unanimous.

An applicant or letting agent aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.

Graham Harding
Chairperson

Date 12 November 2019