Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 48 of the Housing (Scotland) Act 2014 ("the Act") and Rule 36 of the First Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017

### **Tribunal Members:**

David Preston (Legal Member); Ms Eileen Shand (Ordinary Member)

#### Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') having made such enquiries as it saw fit for the purposes of determining the application determined that the Respondent had breached paragraphs 16, 21, 26, 53, 68, 69, 71, 72, 82, 85, 86, 90, 91 and 108 of the Letting Agent Code of Practice and further determined to make a Letting Agent Enforcement Order. In terms of section 48 (7) of the Act, the tribunal determined to make a Letting Agent Enforcement Order ("LAEO") which should be read along with this decision.

## Background:

- 1. For the purposes of the hearing and of this Decision, the two cases numbered FTS/HPC/LA/21/3238 and FTS/HPC/LA/21/3239 have been conjoined and are both covered in this Decision.
- 2. By applications both dated 30 December 2021, the applicants complained to the tribunal that the respondents had breached paragraphs 16, 17, 19, 20, 21, 23, 26, 53, 62, 68, 69, 71, 72, 73, 82, 85, 86, 90, 91 and 108 of the Letting Agent Code of Practice ("the code").
- 3. By Notice of Acceptance dated 7 November 2019 a legal member of the First-tier Tribunal with delegated powers so to do, accepted the application for determination by the First-tier Tribunal and appointed the case to a Case Management Discussion ("CMD").
- 4. The CMD was held by teleconference on 29 March 2022. Ms Rosie attended on behalf of herself and Mr Harris and Mr Raphael Bar, Head of Customer Relations attended on behalf of the respondents.
- 5. On 13 April 2022 the applicants submitted further representations, emails and documents in support of the application and in response to the tribunal's

requirements arising from the CMD. On 18 April 22 the respondents submitted their written representations in reply to the application along with supporting documentation and on 2 May 2022 the applicants' submitted responses to the respondents' submissions. In their email of 2 May 2022, they sought to add further complaints in relation to the respondents' alleged breach of paragraph 24 and 27 of the code. However, the tribunal considered that these additional complaints were out of time and as they had not been included in the application or notified to the respondents they would not be considered.

# **Summary of Evidence**

- 6. The tribunal indicated that the applicants' position was clearly set out in the application and supporting documentation but invited them to make any further points in amplification or for clarification as they wished. The respondent's position was largely as set out in their response of 18 April 2022 with supporting documentation. However, they had not responded to the additional submissions or documents from the applicants.
- 7. The tribunal indicated its intention to deal with each of the groups of alleged breaches of sections of the code and provide the parties with an opportunity to make comments or clarify the position.

Paragraph 16 - You must conduct your business in a way that complies with all relevant legislation.

- 8. The applicants' position was that this complaint related principally to the respondent's failure to comply with the code. However, she also referred to The Housing (Scotland) Act 1987 and the submissions made reference to the Repairing Standard obligations of the landlord in terms of the Housing (Scotland) Act 2006.
- 9. The applicants asserted that the respondents had failed to carry out a pre-tenancy check which should have disclosed the problem with the shower which they said was easily found by simply turning the shower on.
- 10. Mr Bar said that the respondents agreed that there had been breaches of the code for which they apologised. He was content to leave the determination on the question of whether the respondents had complied with all necessary legislation in terms of the code to the tribunal.

Paragraphs 17 and 19 – (17) You must be honest, open, transparent and fair in your dealings with landlords and tenants (including prospective former landlords and tenants): - (19) You must not provide information that is deliberately or negligently misleading or false.

11. The applicants were of the view that the respondents had not been open, transparent and fair in relation to the issue of a reduction in rent for the inability to use the shower. They raised this issue with both Leighvi Collins, one of the property managers and 'Nicole' on 1 November 2021 and on a number of occasions thereafter and were told that compensation would be calculated on the

basis of the number of days without the shower and the amount confirmed once the problem had been resolved. On 19 November 2021 Ms Collins had advised that the request for compensation had been refused on the basis that the bath had been available. They maintained that they had not been made aware that the matter was awaiting a decision from elsewhere in the company. It was their understanding that Leighvi had referred it to the landlord's mother, as they had been told by email on 2 November 2021,

- 12. The respondents rejected the applicants' contention and Mr Bar explained that a property manager was not authorised to determine any question of compensation of this nature. They asserted that the difficulty had arisen through a different interpretation or recollection of the discussions.
- 13. The applicants maintained that they had not been advised that property managers could not authorise or arrange such compensation. They were not familiar with the respondents' processes in this regard. She referred to the screenshots of text messages dated 4 November to 2021 which show that she had clearly understood from the terms of the telephone calls with the respondents that compensation would be paid.
- 14. The applicants did not consider that the availability of the bath was a satisfactory solution. They maintained that the plumbing problem applied to the bath as well as the shower where the hot and cold supplies had been reversed. They also contended that they had rented a property which had a shower, and they were entitled to have such a facility.
- 15. Mr Bar did not agree that anything said by the staff was intended to mislead or misrepresent the position. He was of the view that the applicants' position was based on telephone calls which had clearly been interpreted differently. He explained that the respondents encouraged their property managers to email to confirm the terms of telephone calls, but they do not routinely maintain file notes of calls or discussions. He said that their property managers are having similar conversations with many people most of the time and are fully aware that they are not authorised to make any offers of compensation and they do not make any commitments on behalf of the landlords. A property manager might have said that compensation could be given if there were no bathing facilities in the property but that was not the case here as the bath was usable. Ms Rosie said that it was not helpful to talk about generalities. They had raised the question of compensation on a number of occasions and were not told by the property manager until 19 November 2021.

Paragraphs 20, 26 and 108 – (20) You must apply your policies and procedures consistently and reasonably: (26) you must respond to enquiries and complaints within reasonable timescales and in line with your written agreement: (108) You must respond to enquiries and complaints within reasonable timescales. Overall, your aim should be to deal with enquiries and complaints as quickly and fully as possible and to keep those making them informed if you need more time to respond.

16. The applicants made a formal complaint on 25 November 2021 in relation to the failures to comply with the code and sent the Letting Agent code of practice notification letter on that date, but there was no response within the respondents' own timescale of 15 working days. There was a reply from 'Amy' on 17 December 2021 which only related

to the damaged property and did not address the issues raised in the notification letter. They contended that a full written response was not received until 18 April 2022. Ms Lauren referred to various other enquiries to which responses were not received in what she regarded as reasonable timescales.

- 17. The respondents consider that they had responded to the issues raised by the applicants within reasonable timescales but conceded that the response to the formal complaint had been six days beyond their stated time for response. He suggested that this had been caused by the need to refer matters to the landlord, his mother or other organisations out with their control. In particular he referred to an email from Leighvi Collins of 23 November 2021 which she said demonstrated that they had complied with these paragraphs.
- 18. Mr Bar said that he would accept the determination of the tribunal as to the compliance with timescales and whether their responses had been within reasonable times and in accordance with the code.

Paragraphs 21 and 23: (21) You must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way (23) You must ensure all staff and any subcontracting agents are aware of, and comply with, the code and your legal requirement on the letting of residential property.

- 19. The applicants were of the view that the respondents had failed to comply with the code based on the responses of the staff with whom they raised concerns about compliance. In particular they referred to the response to their letter of 25 November 2021 in which they notified their complaints and advised of the mould damage to their belongings, which was acknowledged on 30 November 2021 and partially responded to on 17 December 2021 which the respondents said (on 7 January 2022) was "a Stage 1 final view" relating to the complaint of 25 November 2021. That letter had only dealt with the issue of damp and mould and did not address the other issues raised in the complaint.
- 20. The respondents accepted in their representations that the Stage I response of 17 December 2021 did not address the notification. They suggested that their offer to discuss the issues in a phone call would have dealt with that.

Paragraphs 62 and 72: (62) if you prepare the tenancy agreement on the landlord's behalf, you must ensure it meets all relevant legal requirements and includes all relevant information (such as the name and address of the landlord or name and address of the letting agent and the identity of the landlord; type; length of tenancy where it is a short assured tenancy; amount of rent and deposit and how and when they will be paid; whether it is a house in multiple occupation; as well as any other responsibilities on taking care of the property, such as upkeep of communal areas and the cleaning required at the end of the tenancy); and any specifically negotiated causes (for instance whether there will be landlord or agent inspections/visits) agreed between the landlord and the prospective tenant. The agreement must also include the landlord registration number: (72) if the tenant asks in writing for the landlord's name and address, you must tell them free of charge within 21 days.

21. The applicants confirmed that they had withdrawn their complaint in respect of paragraph 62 as discussed at CMD. In relation to paragraph 72 the applicants

- complained that they had requested the address of the landlord in an email of 29 November 2021 which had not been provided.
- 22. The respondents had wrongly understood that the complaints in respect of both of these paragraphs had been withdrawn but conceded that if it had not been provided then this would be a breach of paragraph 72.

Paragraphs 53 and 82: (53) if a tenant lives at the property, you must give them reasonable notice of appointments (at least 24 hours in line with your statutory requirements), unless other arrangements for viewings have been agreed with them. You must ensure the tenant is present, unless otherwise agreed (see also paragraphs 80 to 84 on property access): (82) you must give the tenant reasonable notice of your intention to visit the property and the reason for this. Section 184 of the Housing (Scotland) Act 2006 specifies at least 24-hour notice must be given unless the situation is urgent, or you consider that giving such notice would defeat the object of the entry. You must ensure the tenant is present when entering the property and visit at reasonable times of the day unless otherwise agreed with the tenant.

- 23. Ms Rosie advised that on 24 November 2021, whilst she had been working in the flat alone an employee of the respondents unlocked the front door and let himself into the property to conduct a viewing which had not been notified in advance. This was attributed to teething problems in a new system which had been introduced. Not only had advance notice not been given, but no effort was made to ensure that the tenant was present during such an inspection. She said that she had been alarmed and distressed at the events.
- 24. The respondents conceded that these paragraphs of the code had been breached but reiterated that the problem had arisen from the installation of a new electronic system which was designed to prevent exactly what had occurred. He was confident that steps had been taken to remedy the situation and ensure that such a breach would not happen again.

Paragraphs 68, 69 and 71: (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 and other fixtures) unless otherwise agreed in writing by the landlord. Where an inventory and schedule of condition is produced, you and the tenant must both sign the inventory confirming it is correct; (69) if the tenant is not present for the making of the inventory, you should ask them to check it and to raise, in writing, any changes or additions within specific reasonable timescale. Once agreed the inventory should be signed and returned. (71) you must provide the tenant with a signed copy of the inventory for their records.

25. The applicants collected the inventory from the respondents' office on 7 October 2021 and returned it on 14 October 2021 with a number of issues regarding the condition of the property noted on it, but no final copy, signed by the respondents, had been received. They had neither been in attendance when the inventory was prepared, nor been given an opportunity to attend. The copy of the inventory signed by Mr Harris and returned on 14 October 2021 pointed out the problem

with the temperature gauge on the shower and also with lack of heating in most radiators.

26. The respondents acknowledged that this appeared to be a breach although they had a copy signed by 'Henry Harris' and suggested that if he had been present at the property when the inventory was prepared the code would not apply. Mr Bar conceded that a signed, agreed copy of the inventory had not been provided to the applicants.

Paragraphs 73 and 85: (73) if you have said in your agreed terms of business with a landlord that you will fully or partly manage the property on their behalf, you must provide these services in line with relevant legal obligations, the relevant tenancy agreement and sections of this code. (85) if you are responsible for pre-tenancy checks, managing statutory repairs, maintenance obligations or safety regulations (e.g. electrical safety testing; annual gas safety inspection; Legionella risk assessments) on a landlord's behalf, you must have appropriate systems and controls in place to ensure these are done to an appropriate standard within relevant timescales. You must maintain relevant records of the work.

- 27. The applicants accepted that the provisions of paragraph 73 applied to the relationship between the letting agent and the landlord which was not relevant to the current application.
- 28. The applicants maintained that at the start of the tenancy the property did not meet the Repairing Standard in that: the bath and shower had been incorrectly installed and were not in proper working order; the radiators in both bedrooms, the hall and the bathroom were not in proper working order; and the kitchen sink was leaking. They explained that they had bled the radiators so far as they were able but had been unable to bleed the radiator in the bedrooms although this had been subsequently attended to as had the leak under the sink. They submitted that either no pre-tenancy inspection had taken place, or it had been inadequate.
- 29. The respondents maintained that the inventory had been prepared before the start of the tenancy on 7 October 2021 as confirmed by the time stamped photographs. He said that he was not certain as to when the previous tenants had vacated the property but thought it was around August 2021 at which time a check-out inventory would have been prepared which entailed an inspection of the property and any issues arising would have been resolved with the previous tenant. He suggested that the checkout and check-in inspections amounted to the pretenancy check. He said that as far as he was aware the shower had been working at the earlier check and that the previous tenant had not complained about a problem with the shower. He maintained that all statutory issues had been attended to. He accepted that some problems may be difficult to detect and could have been missed. The tribunal raised the inclusion of a dehumidifier in the Check-in inventory which Mr Bar confirmed was not something he had ever come across previously.

Paragraph 86: you must put in place appropriate written procedures and processes for tenants and landlords to notify you of any repairs and maintenance of (including common repairs and maintenance) required, if you provide the service directly on the landlord's behalf. Your procedure should include target timescales for carrying out routine and emergency repairs.

- 30. The applicants complained that they had not been advised of target timescales for completion of repairs which they raised.
- 31. The respondents conceded that this amounted to a breach.

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

- 32. The applicants complained that on 14 October 2021 they advised the respondents of the faulty radiators, the leak under the sink and the fault with the temperature control in the shower. On 1 November 2021 they advised of issues with mould and damp in the property. On 28th of October the sink and radiators were fixed. On 9 November 2021 a contractor attended in relation to the damp and mould and gave advice on heating and ventilating the property. He advised that the building was likely to suffer from condensation due to its age and inadequate insulation and heating. Recommendations were made to prevent condensation forming but this was not attended to by the respondents. Issues with mould continued throughout the tenancy. The applicants had incurred additional fuel costs due to the need to run a dehumidifier daily to prevent large patches of condensation forming. The shower was eventually fixed on 18 November 2021. The plumber advised that the hot and cold water feeds had been reversed which effectively negated the temperature control and thermostat which resulted in the shower being unusable as only scalding water came from it. The applicants acknowledged that the respondents made arrangements for British Gas to attend in connection with the shower, but they told the respondents that they did not think that it was a problem with the boiler, but it was the temperature gauge which was faulty. They were eventually told by the engineer that the service agreement which the landlord had with British Gas did not cover the problem which was not connected to the boiler but was related to the plumbing of the shower and bath. The applicants passed this information to the respondents and confirmed that the problem was not about the lack of hot water but that it related to scalding water in the shower. They said that the respondents persisted in instructing British Gas to attend after having been told that the repair was not covered.
- 33. The applicants referred to the photographs of the damp and mould in the bedrooms and living room as well as the damage to their belongings.
- 34. The respondents referred to the timeline they had submitted and, whilst accepting that there had been delays, they maintained that they had been caused by the applicants being unavailable for British Gas visits, and British Gas failing to attend for which they could not be held responsible. They maintained that they had sought instructions from the landlord's mother in relation to the damp and mould in the bedrooms. They said that British Gas had not advised them or the landlord that the shower was not covered. They considered that their timeline showed that their actions had been prompt and appropriate in seeking and acting upon the appropriate landlord's instructions.
- 35. Mr Bar said that they had not previously been made aware of any problem with the shower by previous tenants. He was only able to say that the records showed that the previous tenant had left in about August and that the property had been empty until the applicants moved in on 7 October 2021

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

- 36. The applicants complained that the respondents did not provide any information regarding any action to be taken following the visit from contractors regarding the damp and mould at any time prior to the end of the tenancy.
- 37. The respondents conceded that this would amount to a breach of paragraph 91 of the code.

## **Findings in Fact**

- 38. The respondents acted as Letting Agent for the landlord from at least May 2018.
- 39. The property had previously been let out until August 2021.
- 40. The applicants took occupation of the property on 7 October 2021 and left on 7 December 2021.
- 41. Prior to the start of the tenancy the respondents had prepared a check out inventory in August 2021 at the end of the previous tenancy and attended the property again on 7 October 2021 to prepare the check-in inventory. The applicants were not present and had not been given the opportunity to attend. The applicants subsequently collected the inventory from the respondents' office. They checked and returned a signed copy of it to the respondents on 14 October. No copy signed by the respondents had been returned to them.
- 42. No other pre-tenancy inspection took place. The fittings, fixtures and appliances had not been checked. In particular, the shower, central heating system and radiators had not been tested.
- 43. The signed copy of the inventory which was returned by the applicants identified 3 items which required attention: the temperature gauge on the shower was stated to be not working; a leak in the U bend under the kitchen sink; and faulty radiators in the bedrooms and hall.
- 44. On 19 October 2021 the applicants called and emailed the respondents to chase up the repair issues. On 20 October 2021 the applicants told the respondents that they were of the view that the problem was with the temperature gauge and not the boiler as there was no shortage of hot water.
- 45. On 28 October 2021 the applicants repeated that the problem was not with the boiler as there was plenty of hot water and that the problem was with the temperature control on the shower. British Gas had failed to appear as scheduled on 28 October 2021
- 46. On 1 November 2021 the applicants told the respondents by email that they expected a reduction in rent to compensate them for the lack of a shower on the basis that they required to drive to Ms Rosie's mother's house to shower. The

- email referred to a discussion with 'Nicole' who had said that this would be 'no problem'. On 2 November 2021 Leivghi told them that she had referred the issue of a rent reduction to the landlord's mother who was speaking to her son.
- 47. On 1 and 2 November 2021 the applicants advised the respondents by email that they had found large damp patches in both bedrooms. They asked if the property had a history of water ingress. The respondents confirmed later on that day that there had been some issues with water ingress some years previously and that the landlord's mother had instructed them to arrange for a contractor to attend but that had not been done and so a job was then raised for contractor to attend for an investigation.
- 48. British Gas attended on 3 November and confirmed that the shower problem did not relate to the boiler so was not covered by the maintenance contract.
- 49. On 11 November 2021 the applicants advised by email they had contacted the contractor, Reflections Property Care to check progress and were told that they did not yet have authorisation for the work.
- 50. On 12 November 2021 the respondents advised that a replacement shower had been authorised.
- 51. On 19 November 2021 the respondents advised by email that a reduction in rent had not been authorised.
- 52. On 24 November 2021 an employee of the respondents entered the property to conduct a viewing, without having given advance notice to the applicants. Ms Rosie was working from the property at the time and was alarmed and distressed about this intrusion.
- 53. No timescales for the issues raised by the applicants were provided by the respondents.

#### **Reasons for Decision**

- 54. In coming to its decision, the tribunal had regard to the application and supporting documents as subsequently supplemented; the respondents' response; the applicants' response thereto; and the oral evidence of the parties.
- 55. The tribunal considered that the information provided by the respondents could have been clearer and more precise if any employee who had been directly involved in the issues had given evidence and been able to clarify matters at first hand rather than depending upon the second hand information provided by Mr Bar who was presenting such information as had been recorded in files.
- 56. The tribunal was concerned at the lack of adequate file notes or emails following calls or discussions to confirm what had been discussed. The majority of confirmatory emails produced had been sent by the applicants.

57. Where the written evidence was contradictory the tribunal preferred that of the applicants and where the timelines lodged by the parties differed, we accepted those of the applicants where they were supported by other evidence over those of the respondents which had been prepared from the inadequate records maintained by them.

Paragraphs 53, 68, 69, 71, 72 and 82.

58. Mr Bar fairly accepted that there had been a number of failings by the respondents which amounted to breaches of these sections.

Paragraphs 86 and 91

59. Mr Bar accepted that there would be breaches if the tribunal found that timescales had not been provided, which it did.

Paragraph 16

60. The respondents failed to carry out an adequate pre-tenancy inspection as a result of which the applicants found that the shower and radiators were not in proper working order which is a breach of the repairing standard under the Housing (Scotland) Act 2006. If the applicants had showered without realising the problem, there could have been serious consequences.

Paragraphs 17 and 19

61. The complaints under these paragraphs related solely to the respondents' handling of the request for rent reduction. The tribunal did not find that the information provided to the applicants was deliberately or negligently misleading. It did find that there was poor communication in relation to the issues relating to the shower temperature and the requested rent reduction which might have constituted a complaint under paragraph 18, but as this had not been notified to the respondents, the tribunal was unable to make such a finding.

Paragraphs 20, 26 and 108

62. The tribunal did not find that the respondents had failed to comply with paragraph 20 but finds that they failed to comply with paragraphs 26 and 108. Responses provided to emails from the applicants were late and incomplete. Had more satisfactory evidence been produced by the respondents such as further emails, file notes or witnesses the tribunal may have come to a different conclusion but it had to proceed on the information provided to it by the respondents.

Paragraphs 21 and 23

63. The respondents failed to deal with the complaint letter of 25 November until 17 December and then only partially. Ultimately their failure to deal with the complaints was not addressed until their representations to the tribunal on 18 April 2022, which is a breach of paragraph 21.

64. The respondents maintained inadequate records of telephone calls with the applicants. As previously stated, the tribunal was required to proceed on the basis of the information available to it and, in the absence of properly maintained records, it required to make findings.

Paragraph 73 and 85.

- 65. The applicants accepted that paragraph 73 referred to the relationship between the landlord and the letting agent which was not relevant to this application.
- 66. The respondents did not carry out a pre-tenancy inspection. They attended the property to carry out the check-out inventory at the end of the previous tenancy in August and again on 7 October 2021, the day the tenancy commenced, to carry out the check in inventory. The purpose of these visits for those purposes is entirely different from the necessary pre-tenancy inspection, during which all appliances and equipment should be checked to ascertain that they are in proper working order at the start of the tenancy as required by the Housing (Scotland) Act 2006.

## Paragraph 90

- 67. The respondents' timeline refers to an email received from the applicants reporting the plumbing issues on 19 October 2021. In fact, the copy inventory reporting the problems had been returned on 14 October 2021, but no action was taken until the applicants chased the matter up on 19 October 2021 by telephone and email. The respondents had been aware of dampness problems in the property previously and, indeed, a dehumidifier had been supplied for use during the winter as ventilation was not possible. When the issue was reported by the applicants, the respondents took action by instructing an investigation.
- 68. The tribunal accepts that the respondents are not responsible for failures to attend scheduled appointments on the part of others, such as British Gas.
- 69. The respondents maintained that they had no prior knowledge of the problem with the shower. There was no information about when the shower had been installed, apart from the fact that it had been some years previously and before the respondents took on responsibility for the property. However, the tribunal does not find it credible that there could not have been previous complaints about this.
- 70. Having carefully considered the agreed facts and having taken account of all the written and oral submissions the tribunal was in no doubt that the respondents were in breach of numerous paragraphs of the code. The poor communication in dealing with the applicants' concerns and complaints reflect badly on the respondents. It appeared to the tribunal that there was a remarkable failure on the part of the respondents to carry out a pre-tenancy inspection in addition to the check-in and check-out inspections, particularly when the property had been unoccupied for over a month. The applicants were unable to enjoy the full use of the property and the equipment. In addition, Ms Rosie clearly suffered significant distress and discomfort at the unannounced arrival of an employee in the flat to carry out a viewing when she was working there alone. No effort had been made

to contact the applicants at all, either to notify of the intended viewing or to arrange a viewing in the absence of the tenants. The tribunal was satisfied that the applicants should be re-imbursed for the cost of the removal in December which became necessary as a direct result of the failure of the respondents to provide an adequate service in terms of the code and to deal with the issues raised by them in an efficient manner. The tribunal considers that a financial award should be made to the applicants to reflect the loss of amenity as well as the reimbursement of outlays incurred by the need for them to move on a second occasion within three months.

71. The tribunal does not consider that the respondents' offer of £150 to each complainer is adequate and considers that the applicants should be reimbursed as follows:

•	Dehumidifier running costs	£	28
•	Kerr Removal Costs	£	650
•	Mould cleaner	£	2
•	Damaged music cases	£	50
•	Reduction in rent	£1	1140
	Total	£1	870

72. The tribunal did not consider that the inclusion of the mileage costs was reasonable in addition to a reduction of rent. The dehumidifier running costs, mould cleaner and damaged music cases had been accepted by the respondents in the course of the correspondence. The rent reduction was based on the amended claim by the applicants and represents approximately 67% of the full rent paid, which the tribunal considers to be reasonable. The tribunal did not accept: unspecified compensation for multiple failings; van hire costs for moving in at the start of the tenancy; and unspecified time off work as reasonable.

8 June 2022