



**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**

**Chamber Ref: FTS/HPC/LA/24/5834**

**Re: Property at 2/1, 438 Ballater Street, Glasgow, G5 0QW (“the Property”)**

**Parties:**

**Miss Magdalena Czech, 3/1, 90 Torrisdale Street, Glasgow, G42 8PH (“the Applicant”)**

**247 Property Scotland Ltd, 1257 Shettleston Road, Glasgow, G32 7NG (“the Respondent”)**

**Tribunal Member:**

**Nicola Irvine (Legal Member) and Frances Wood (Ordinary Member)**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that the Respondent was not in breach of the Letting Agent Code of Practice and therefore made no order.

**Background**

1. An application dated 20 December 2024 was submitted in terms of Rule 95 (Application by a tenant, landlord or Scottish Ministers to enforce the Letting Agent Code of Practice) of *The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017* as amended (“the 2017 Rules”).
2. The Applicant sought an order against the Respondent arising out of an alleged failure to comply with The Letting Agent Code of Practice (Scotland) Regulations 2016 (“the Code”). In particular, the Applicant stated that the Respondent had failed to comply with the following provisions of the Code:-

- i) Paragraph 26 of Section 2 (Overarching standards of practice)
  - ii) Paragraph 85 of Section 5 (Management and maintenance)
  - iii) Paragraph 90 of Section 5 (Management and maintenance)
  - iv) Paragraph 91 of Section 5 (Management and maintenance)
  - v) Paragraph 107 of Section 7 (Communications and resolving complaints)
  - vi) Paragraph 108 of Section 7 (Communications and resolving complaints)
3. In support of her application, the Applicant submitted a copy of email correspondence between the parties.
4. By decision dated 26 March 2025, a Convenor of the Housing and Property Chamber having delegated powers of the Chamber President, referred the application under Rule 9 of the Rules to a Case Management Discussion ("CMD").
5. The Tribunal issued letters to the parties dated 10 June 2025 advising them that a CMD had been assigned for 29 July 2025 at 2pm. The parties were provided with the conference call details to join the CMD.
6. On 29 June 2025, the Tribunal received written representations from the Applicant and she advised the Tribunal that she did not wish to take part in the CMD.
7. On 1 July 2025, the Tribunal received written representations from the Respondent.

#### **The Case management discussion – 29 July 2025**

8. The CMD proceeded by conference call. Neither party joined the conference call. The conference call remained open until 14:15. The Tribunal members considered the application, supporting papers and the representations lodged by both parties. Both parties' positions are summarised below.

#### **The Applicant's position**

Paragraph 26

9. When she reported a flea infestation in the property, initially the Respondent dismissed her concerns and suggested terminating the tenancy rather than resolving the problem. They did not outline any steps they would take to address the infestation until she contacted Glasgow City Council's pest control services independently.

Paragraph 85

10. The Respondent failed to ensure the property was in a habitable condition at the start of the tenancy. There were inadequate pre-tenancy checks and a lack of proper management of statutory repairs. On the first day of the tenancy (5th November), she discovered that the heating system was not functional, and the bedroom window was misaligned and unable to close. These issues made the property uninhabitable during the cold November weather. These issues should have been identified and addressed prior to the tenancy start date through adequate pre-tenancy checks, as they fall under statutory repairing standards. Their failure to conduct these checks indicates that no appropriate systems or controls were in place to meet this obligation. The initial response from the Respondent suggested that the property had been thoroughly inspected and cleaned before the start of the tenancy.

Paragraph 90

11. In the case of the flea infestation, no immediate action was taken by the Respondent to address the problem. Instead, the Applicant independently contacted Glasgow City Council's pest control team to address the issue.

Paragraph 91

12. In the case of the flea infestation, the Respondent did not initially provide information about any action they intended to take. They only arranged pest control after the Applicant had independently engaged with Glasgow City Council.

Paragraph 107

13. The letting agent registration number ("LARN") was not included in the tenancy agreement, although the registration number appeared in the Respondent's email signature. The failure to include it in the tenancy agreement shows a lack of compliance with legal requirements and transparency obligations.

Paragraph 108

14. The Respondent did not respond to her enquiries and complaints within reasonable timescales or in a manner that fully addressed the issues. Specifically, the failure related to her concerns about a flea infestation. The Respondent suggested terminating the tenancy rather than addressing the issue. They did not outline any immediate steps to resolve the problem until she contacted Glasgow City Council for pest control. Even after pest control measures were taken, the Respondent's communication about their involvement was confusing, as they did not make it clear who had arranged the pest control visit.

### **The Respondent's position**

#### Paragraph 26

15. The Applicant sent a formal complaint on 21st November 2024 at 21:05. The Respondent's complaints procedure advises that they will confirm receipt of a complaint within 5 days. The complaint was responded to within 4 working days on 27th November 2024 because the office is closed on weekends.

#### Paragraph 85

16. A check out report was carried out when the previous tenant moved out and maintenance was carried out prior to the Property being marketed. The Respondent's check out report has been produced. The landlord opted not to have an inventory carried out. Safety certificates have been produced.

#### Paragraph 90

17. No written response.

#### Paragraph 91

18. The emails produced demonstrate that a response was issued to the Applicant on every occasion.

#### Paragraph 107

19. The Respondent accepts that the LARN was not recorded in the tenancy agreement. There was a system error and the Respondent has since then changed the software and this has now been rectified on the tenancy agreement.

#### Paragraph 108

20. The emails produced demonstrate that a response was issued to the Applicant and pest control was arranged. The Respondent attempted to telephone the Applicant to advise her about this however they were unable reach the Applicant.

### **Reasons for Decision**

21. The Tribunal took into account the application and supporting papers and the written submissions lodged by both parties. The Respondent submitted a detailed response to the application by email on 1 July 2025. The Tribunal noted that the Applicant did not lodge any further representations challenging the Respondent's representations. The Tribunal was satisfied that it could reach a decision on the application without a hearing under Rule 18 of the Rules and make relevant findings in fact based on the information provided. The Tribunal

did not identify any issues to be resolved in this case that would require a hearing to be fixed.

22. Having considered the submissions and taking account of the terms of the Code, the Tribunal determined that the Respondent did not breach the Code.
23. The Tribunal sets out below the reason for the decision, taking each of the relevant paragraphs of the Code in turn.

#### Paragraph 26

24. The tenancy started on 5 November 2024 and ended on or around 20 December 2024. The Applicant first made a report to the Respondent about the condition of the Property on 5 November 2024 at 18:48. A response was issued on 6 November 2024 at 08:53 advising that contractors would be in touch to arrange access. The Respondent arranged for the attendance of P Kelly Gas Services. The contractor attended on 6 November and then carried out work on 7 and 12 November 2024. On 12 November 2024, the Applicant reported an infestation of fleas. The Respondent arranged for the attendance of Graham Pest Control whose contractor attended on 13 and 26 November 2024. The parties exchanged email correspondence throughout November 2024 and the Respondent responded to emails from the Applicant. The Tribunal found that the Respondent did not breach this paragraph of the Code.

#### Paragraph 85

25. The Respondent has produced copy safety certificates. The Respondent also produced a copy of the check out report prepared after the previous tenant vacated the Property. There was no information to suggest that the problem with the boiler would have been obvious to the Respondent. A circuit board needed to be replaced. The Tribunal found that the Respondent did not breach this paragraph of the Code.

#### Paragraph 90

26. The Tribunal noted that the notification sent to the Respondent on 23 February 2025 did not mention paragraph 90. Nonetheless, the Tribunal noted that the Respondent reacted to the reports made by the Applicant and promptly arranged for the attendance of contractors to deal with the issues reported which related to the boiler, window and flea infestation. The Tribunal therefore found that there was no breach of this paragraph of the Code.

Paragraph 91

27. The email responses issued by the Respondent to the Applicant advised the Applicant on the steps that were being taken to arrange the attendance of contractors. The Applicant was advised that contractors would make contact with her directly to arrange access. The Tribunal concluded that there was no breach of this paragraph of the Code.

Paragraph 107

28. It was conceded by the Respondent that the LARN was not recorded on the tenancy agreement. Since neither party participated in the CMD, it is unknown when the Respondent first became aware of the “system error”, but the information before the Tribunal, which is unchallenged, was that the Respondent has remedied the issue. It was also acknowledged by the Applicant that the LARN was on the Respondent’s email signature. The Tribunal concluded that the Respondent did not deliberately omit the LARN in the tenancy agreement.

Paragraph 108

29. As already referred to, the Tribunal found that the Respondent responded to the Applicant’s enquiries and complaints. The Tribunal found no breach of this paragraph.

# N Irvine

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Legal Member

29 July 2025  
Date