



**Statement of Decision by the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 48 of the Housing (Scotland) Act 2014**

**Reference number: FTS/HPC/LA/24/3858**

**Re: Property at 9 Peddie Street, Dundee,**

**Parties:**

**Miss Niamh Campbell, Miss Isla Campbell, Miss Isabella Cramer, 48a Roseangle, Dundee, DD1 4NB (“the Applicant”)**

**Sandstone Uk Property Management, 10 Whitehall Crescent, Dundee, DD1 4AU (“the Respondent”)**

**Tribunal Members:**

**Ruth O’Hare, Legal Member and Sandra Brydon, Ordinary Member**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent had complied with paragraphs 17, 19, 38, 45, 46 and 74 of the Letting Agent Code of Practice.

**Background**

- 1 This is an application under section 48 of the Housing (Scotland) Act 2014 (“the 2014 Act”) and Rule 95 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”). The Applicant sought a determination that the Respondent had failed to comply with paragraphs 17, 19, 38, 45, 46 and 74 of the Letting Agent Code of Practice (“the Code”).
- 2 The application was referred to a case management discussion (“CMD”) to take place by teleconference on 24 June 2025. The Tribunal gave the parties notice of the CMD under Rule 17(2) of the Rules. Both parties were invited to make written representations, and to confirm if they wished to take part in the CMD.
- 3 On 11 April 2025 the Tribunal received confirmation from the Applicant that they did not wish to take part in the CMD, nor make any written representations.
- 4 On 24 April 2025 the Tribunal received written representations from the Respondent, which were intimated to the Applicant.

## **The CMD**

- 5 The CMD took place on 24 June 2025 by teleconference. The Applicant did not attend. Ms Robyn Dolan represented the Respondent. The Tribunal noted that the Applicant had stated their intention to not take part in the CMD and therefore determined to proceed in their absence.
- 6 The Tribunal had the following documents before it:-
  - (i) Form J application form and covering letter dated 6 September 2024;
  - (ii) Written mandate from the Applicant authorising Mr Jonathan Campbell to represent them;
  - (iii) Notification of Code breaches from the Applicant to the Respondent;
  - (iv) Private residential tenancy agreement;
  - (v) Photographs of the property dated 28 August 2024;
  - (vi) Screenshot of property advert;
  - (vii) Email correspondence between the Applicant and the Respondent; and
  - (viii) The Respondent's written representations.
- 7 The Tribunal heard submissions from Ms Dolan on the application. The following is a summary of the key elements of the submissions relevant to the Tribunal's determination of the application and does not constitute a verbatim account.
- 8 Ms Dolan advised that the Applicant had not viewed the property in person, but had instead viewed it online. The Applicant's complaint was regarding the communal areas, which were not including in the property advert. The Respondent had not sought to mislead the Applicant in any way. The Respondent would not generally include photographs of the communal areas in property adverts. This was standard industry practice. The Applicant could have viewed the property in person, but chose not to do so. Ms Dolan confirmed that at the time of the pre-tenancy inspection the secure entry system was fully operational. However, the Respondent accepted that was not the case when the Applicant attended the property. The Respondent had arranged for the repair to the secure entry system that same day but by that point the Applicant had decided they no longer wished to continue with the tenancy. Ms Dolan confirmed that a colleague had conducted the virtual viewing with the Applicant. He was no longer with the company. Ms Dolan was therefore unable to confirm if any questions had been asked by the Applicant about the communal areas, but the Respondent's records did not reflect this. Ms Dolan referred to the correspondence produced in which the Respondent had been willing to take action to address any further concerns the Applicant but the Applicant instead chose to terminate the tenancy. The Respondent denied that they had misrepresented the property through incorrect photographs or descriptions. Ms Dolan confirmed that the Respondent had never received any complaints of the drug use or vandalism from other residents since managing the property.

## **Findings in fact**

- 9 The Respondent is the letting agent for the property.

- 10 On 18 and 19 July 2024 the Applicant signed a private residential tenancy agreement in respect of the property. Prior to that the Respondent had carried out a virtual viewing of the property with the Applicant.
- 11 The property advert did not include any photographs of the communal areas.
- 12 The Respondent conducted a pre-tenancy inspection of the property prior to the commencement of the Applicant's tenancy. The secure door entry system was in proper working order at the time of the inspection.
- 13 The Applicant attended the property on 5 August 2024 and found issues with the door entry system. The communal entry door had to be forced to be closed. The communal back door was insecure. The Applicant also highlighted the stairwell which was cluttered with rubbish. The Applicant reported these issues to the Respondent on 5 and 6 August 2024 and sought to terminate the lease between the parties.
- 14 On 6 August 2024 the Respondent responded to the Applicant stating that they would arrange for repairs to be carried out to the communal doors, and carry out stairwell cleaning.
- 15 On 6 August 2024 the Applicant emailed the Respondent declining the Respondent's offer and terminating the lease.

### **Reasons for decision**

- 16 The Tribunal was satisfied it had sufficient information before it to make relevant findings in fact and reach a decision on the application having regard to the application paperwork, the written representations, and the submissions heard at the CMD. In terms of Rule 17(4) and Rule 18(1) of the Rules the Tribunal determined that it could make a decision at the CMD as there were no issues to be resolved that would require a hearing and the Tribunal was satisfied that to make a decision would not be contrary to the interests of the parties.
- 17 The Applicant has sought a determination that the Respondent is in breach of a number of sections of the Code. The Tribunal will address each one in turn:-

#### *Section 2, Paragraph 17*

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

- 18 The Tribunal accepted that the communal areas had not been included in the property advert that was relied upon by the Applicant, along with the virtual viewing. The Tribunal did not, however, conclude that this amounted to dishonesty on the Respondent's part. The Applicant chose to accept the tenancy, based on a virtual viewing. They did not choose to view the property in person, despite this being an option provided by the Respondent. The Tribunal had been unable to question them on their reasons for this as they had not attended the CMD. The Tribunal did not therefore accept that there had been a lack of

transparency surrounding the Respondent's advertising. The Tribunal accepted that it was not standard practice for photographs of the common areas to be included in property advertising. If the Applicant had specific concerns regarding this aspect of the tenancy they could have sought to see the property for themselves prior to signing the tenancy agreement.

- 19 In terms of fairness, the Respondent had offered to address the issues raised by the Applicant timeously upon being made aware of these. The Applicant had instead decided to terminate the tenancy. The Respondent had therefore been willing to resolve the matter but had not been given the opportunity to do so. The Tribunal did not therefore consider that the Applicant had been treated unfairly by the Respondent.
- 20 The Tribunal therefore found no breach of paragraph 17.

*Section 2, paragraph 19*

*You must not provide information that is deliberately or negligently misleading or false*

- 21 The Tribunal found no deliberate intent, or negligence, on the part of the Respondent to mislead the Applicant in this case. Whilst the property advert did not include the communal areas, the Applicant had the opportunity to view the property in person but chose not to do so. The Tribunal accepted that the issues were not apparent when the Respondent carried out the pre-tenancy inspection. Ms Dolan had been clear and consistent on this point in her submissions, and there was no contradictory evidence before the Tribunal. The Tribunal therefore found no breach of paragraph 19.

*Section 4, paragraph 38*

*Your advertising and marketing must be clear, accurate and not knowingly or negligently misleading.*

- 22 The Tribunal found no breach of paragraph 38 for the reasons outlined in paragraph 18 of this decision. The Tribunal could not identify any intent on the Respondent's part to knowingly or negligently mislead the Applicant in the advertising materials for the property.

*Section 4, paragraph 45*

*You must make prospective tenants aware of the Code and give them a copy on request, this may be provided electronically.*

- 23 The Tribunal found no breach of paragraph 45. The private residential tenancy agreement between the parties includes reference to the Code and there was no evidence to suggest that the Applicants had requested a copy from the Respondent.

*Section 4, paragraph 46*

*You must not knowingly omit relevant information or evade questions from prospective tenants relating to the letting of the property in line with consumer protection legislation.*

- 24 The Applicants state that they discussed the communal areas with an employee of the Respondent, who is no longer employed with them, and were not made aware of any problems. In the absence of direct evidence regarding the conversation that took place between the parties, the Tribunal was unable to make any findings on what was discussed. However, the Tribunal would again reiterate that the Applicants had the opportunity to view the property if they had particular concerns about the communal areas. The Tribunal did not therefore find any breach of this section of the Code.

*Section 5, paragraph 74*

*If you carry out routine inspections, you must record any issues identified and bring these to the tenant's and landlord's attention where appropriate.*

- 25 Again, the Tribunal accepted that the issues highlighted by the Respondent were not apparent when the Respondent carried out the pre-tenancy inspection. Ms Dolan had been clear and consistent on this point in her submissions, and there was no contradictory evidence before the Tribunal.
- 26 The Tribunal therefore determined that the Respondent had complied with the aforementioned provisions of the Letting Agent Code of Practice.
- 27 The decision of the Tribunal was unanimous.

## **Right of Appeal**

**In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.**



Ruth O'Hare

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Legal Member/Chair

14 August 2025

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Date