

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision under Section 48(6) of the Housing (Scotland) Act 2014 (“The Act”)

Chamber Ref: FTS/HPC/LA/24/3758

4/4 Meggetland View, Edinburgh EH14 1XS (“The Property”)

The Parties:-

**Mrs Margaret Robertson (formerly Mrs Margaret Wallace), 5 Allan Park Loan,
Edinburgh, EH13 1LG
 (“the Applicant”)**

**Umega Ltd, The North Quarter, 496 Ferry Road, Edinburgh, EH25 2DL
 (“the Respondent”)**

Tribunal Members:

Martin J. McAllister, Solicitor, (Legal Member)

**Melanie Booth, (Ordinary Member)
(the “tribunal”)**

Determination

- I. The Respondent has failed to comply with the Letting Agent Code of Practice.**
- II. The Tribunal makes a Letting Agent Enforcement Order in the following terms:**
 - (i) The Respondent assumes responsibility for payment of the following invoices in respect of the Property:**
 - (a) Umega Home Repairs £624**
 - (b) Umega Home Repairs £194.40**
 - (c) Umega Home Repairs £90.36**
 - (d) Malbet Services £60**
 - (e) Proclean Group £280**
 - (ii) The Respondent pays the sum of £2,200 to the Applicant in respect of a share of the invoice due to Michal Kucharczyk.**
 - (iii) The Respondent pays the sum of £5,210 to the Applicant.**
 - (iv) The Respondent pays the sum of £900 to the Applicant.**
- III. The Letting Agent Enforcement Order is to be implemented within twenty eight days of its service on the Respondent.**

Background

1. This is an application by Mrs Margaret Wallace in respect of the Respondent's actions as a letting agent in respect of the Property and its obligation to comply with the Letting Agent Code of Practice ("the Code"). The Applicant is the owner of the Property.
2. The application alleges that the Respondent has failed to comply with Paragraphs 19,26,27,38,39,46,54,57,75,85,90,93,94,101,102,103 and 104 of the Code. The application is dated 15 August 2024 and the matter was remitted for determination on 26 August 2024.
3. The application was accompanied by a number of documents.
4. Each party submitted written representations.

Case Management Discussion

5. A case management discussion was held by teleconference on 12 March 2024. Directions were made and, subsequent to it, parties submitted additional representations and documents.

The Hearing

6. A hearing was held in George House, Edinburgh on 28 July 2025. The Applicant was present and was supported by her husband, Mr Garry Robertson. The Respondent was represented by Ms Kirsten Denny, Operations Manager, Ms Shona Newbigging-Reid, Team Manager and Ms Olga Godfrey, Team Manager. The Applicant and the three representatives of the Respondent gave evidence.

Preliminary matters

7. Parties stated that attempts had been made to resolve the differences which they have. Ms Denny confirmed that the Respondent's written representations stated that it acknowledges that its services have not been up to the standard which it strives for and that it is prepared to pay the sum of £5,348.46 to the Applicant. Mrs Robertson said that the offer is unacceptable and that she is looking for payment of £14,463.90 to compensate her for the losses which she considers have been caused by the Respondent failing to comply with the Code.

The Applicant's Position

8. Mrs Robertson said that she owns four buy to let properties. She said that the Property was built in 2007 and that she purchased it in 2021. It is a two bedroom ground floor flat. She said that she refurbished it before she put it on the rental market in 2022. Mrs Robertson said that this included decorating throughout,

replacement of flooring, provision of new furniture and window blinds and grouting work in the bathrooms.

9. Mrs Robertson said that she engaged the Respondents as letting agents in May 2022 and that the Property was let to tenants on 10 June 2022. She said that they were a professional couple with a thirteen year old daughter. She said that it was a furnished let.
10. Mrs Robertson said that the tenancy was terminated by the tenants who vacated the Property on 24 February 2024.
11. Mrs Robertson said that her overarching position was that her letting agents did not properly ensure that the tenants complied with the obligations under the tenancy agreement, that they did not implement the inspection regime advertised on their website which is part of the agreement which she had with them and that repairs and renewals had to be carried out in the Property following the termination of the tenancy because of the Respondent's failures. She said that she should be compensated for the cost of the repairs and renewals and for loss of rent because the Property could not timeously be put on the rental market until it was in a marketable condition.

12. Findings in Fact

- 12.1 The Applicant is the owner of the Property.
- 12.2 The Respondent managed the Property on behalf of the Applicant until 26 July 2024.
- 12.3 The Respondent arranged for a private residential tenancy in respect of the Property which commenced on 10 June 2022.
- 12.4 The tenants vacated the Property on 24 February 2024.
- 12.5 Following the termination of the tenancy, repairs issues were identified in the Property.
- 12.6 During the tenancy, the Respondent did not adequately manage the Property and ensure that the tenants were complying with the terms of the private residential tenancy agreement.
- 12.7 The Respondent arranged for contractors to carry out certain works to the Property including cleaning, installation of a new shower unit in the shower room and décor works.
- 12.8 The Property was not able to be let while works were being carried out.
- 12.9 The Respondent caused delay in the completion of the works.
- 12.10 The Respondent did not adequately manage the works which required to be carried out before the Property could be relet.
- 12.11 The Respondent did not respond timeously to enquiries made by the Applicant.
- 12.12 The Respondent did not carry out inspections of the Property in accordance with undertakings given to the Applicant.
- 12.13 The Respondent did not provide the Applicant with a copy of the report on the inspection which was carried out following the termination of the tenancy.

13. Finding in Fact and Law

The Respondent did not comply with the Code.

Evidence

14. Mrs Robertson said that Umega's commitment to her was that the Property would be inspected twice a year and she said that this commitment was not followed through because the first inspection was in March 2023 and the next inspection was in August 2024. She said that the only other inspection was that which was carried out after the tenants had left the Property.
15. Mrs Robertson said that the inspection in March 2023 highlighted a grouting issue in the ensuite shower room and that she agreed that a repair should be done. She said that this was actioned and that the invoice was for a relatively modest amount.
16. Mrs Robertson said that she was sent copies of the inspection reports and that the person who carried out the August 2024 inspection had highlighted that there were issues with the cleanliness of the Property. She said that she was told that the tenants had just returned from holiday and had undertaken to Umega that they would carry out a deep clean. She said that she had assumed that Umega would check that such cleaning had been done.
17. Mrs Robertson said that the tenants had served notice in February 2024 of their intention to terminate the tenancy. She said that she was advised of this and had been waiting to hear from Umega with regard to putting the Property on the rental market. She said that she heard nothing and checked her spam folder in her email account and discovered that an email had been sent to her by Umega two days previously. The email was from Kelly Ryan, the sales negotiator, and it advised her that the Property was being marketed at a monthly rent of £1375. Mrs Robertson told her that this was not acceptable and that she was looking for a monthly rent in the region of £1500. Mrs Robertson said that she had arrived at the figure she had by looking at comparable properties and that she did not agree with Ms Ryan who told her that, based on her experience, a more realistic rent would be £1375. Mrs Robertson said that she considered it significant that, when new letting agents were engaged in place of Umega, the Property was let for a monthly rental of £1,495.
18. Mrs Robertson said that Ms Ryan told her that viewers had been arranged for 6 February 2024. Mrs Robertson said that she told Ms Ryan that they would need to be advised that the monthly rent was to be £1,500. She said that she had told Ms Ryan that the advertisement on Umega's website was misleading because it referred to the Property having been freshly decorated and having new furniture. It also used photographs which had been taken prior to the commencement of the original tenancy. Mrs Robertson said that it seemed obvious to her that Umega was using the marketing material which had been used when it had been engaged prior to the tenancy commencing. She said that,

after she raised the matter with Umega, it continued to use the same marketing material.

19. Mrs Robertson said that one viewer expressed interest at a rent of £1,500 and then changed their mind the next day. She said that a further viewing was carried out on 13 February 2025 and that one interested person could not be satisfactorily credit referenced. This person was also only prepared to pay £1,400 per month. She said that this person also did not meet the criteria which she had set out for prospective tenants: a professional couple or mature students. She said that she was surprised that Umega had considered someone who did not meet her criteria.
20. Mrs Robertson said that the tenants left the Property on 24 February 2025 and that a check out report was carried out on 27 February 2025. She said that she did not get a copy of that report and only saw it when it was included in the Tribunal papers.
21. On 29 February 2025, Mrs Robertson asked Ms Ryan about the condition of the Property and the negotiator told her that it was “lived in” and that it was not her place to comment on its condition. Mrs Robertson said that, on that date, she asked if a condition inventory had been prepared and she said that she got no response to her question.
22. Mrs Robertson said that she interacted with Grant Ritchie of Umega who had carried out the check out inspection and that he said that he would like the Property to be cleaned before she visited. She said that Umega instructed a cleaning company to undertake cleaning and that the cost of £834 was eventually paid from the tenancy deposit which was recovered from the tenancy deposit company.
23. Mrs Robertson said that she visited the property on 6 March 2024 and that she had been “appalled” at its condition. She said that there was a strong smell of smoke throughout which she believed to be from the tenants burning candles. She said that there was a sooty residue on surfaces and that the utility room appeared to have been used as a prayer room and there was evidence that candles had been burnt there. There were areas in the Property where paintwork was “totally ruined” and the venetian blinds were in an unsatisfactory condition with what appeared to be some kind of corrosion at the bottom of them. She said that this might be as a consequence of the cleaning materials used on them. Mrs Robertson said that the kitchen was filthy and that the hob was in a poor condition. She doubted that it had ever been cleaned. Walls had strange markings on them and it appeared that these were as a result of blu tac being used to fix wall hangings which the tenants had installed and removed before their departure.
24. Mrs Robertson said that there was a significant issue with the ensuite shower room. It has a raised shower tray and the wood below the tray was in poor condition and there was evidence of water damage. The wall next to the shower cubicle was rough and showed possible evidence of water damage. She said

that the shower cubicle backed onto a walk-in cupboard in a bedroom and that there was evidence in that cupboard of water seepage from the shower.

25. Mrs Robertson said that, in general, the furniture was in a reasonable condition.
26. Mrs Robertson said that she was extremely disappointed in the cleaning work which had been carried out and said that she thought it a possibility that the cleaners felt overwhelmed by the task which they had been presented with.
27. Mrs Robertson said that she told Grant Ritchie that she was upset at the condition of the Property and that it was not in a fit condition to be let. Mrs Robertson said that Ms Ryan, the sales negotiator who had been present at two viewings, had not raised concerns about the condition of the Property or alerted her to the issues. She said that she was surprised that she had not been told of the Property's poor condition when Umega had carried out an inspection and its sales negotiator had been in it on two occasions.
28. Mrs Robertson said that Grant Ritchie had emailed her on 9 March and had referred to the condition of the Property. The email stated: "I must stress that the condition your property was left in is not how things normally go for checkouts.....we have a fantastic team here and will fight your case as much as we possibly can and will keep you updated as we go." She said that Olga Godfrey, the manager responsible for the Property, had said that she did not think that the condition was too bad and that "she had seen worse."
29. Mrs Robertson said that the letting agent successfully applied to the tenancy deposit company for the whole deposit to be forfeit and paid to the landlord. She said that the funds recovered by Umega were used to pay for the PAT testing (£72), the gas safety certificate (£144) and the legionella testing and certification (£72). The invoice of £834 for the cleaning contractor was also paid from the deposit and Mrs Robertson said that the balance of £108.33 was returned to her.
30. Mrs Robertson said that, during the contract she had with Umega, the process was that it would obtain quotes for any works requiring to be done in the Property and that she would approve them. She said that, after the termination of the tenancy, Umega obtained a quotation for the work which was required to be carried out in the shower room. She said that it was in excess of £4,000 and that she had approved it.
31. Mrs Robertson said that the work involved the "replacement of the shower area" and that this included replacement of tiling with a "wet wall" finish. She said that, when she inspected the works which had been carried out, she found that the work to the shower enclosure was of an acceptable standard but that she was disappointed that rotten wood had not been dealt with. She said that Umega should have had more control of the work and should have addressed all the issues in the shower room. She said that she had told Grant Ritchie of Umega that the shower room should be reinstated to what it had been.

32. Mrs Robertson said that, after she had agreed that work required to be done to the shower room, there was delay in it being done. Mrs Robertson referred to an email from Umega on 12 April 2024 where she was advised that Olga, her property manager, was on leave and that the work to the shower room would commence on 16 April 2024. Mrs Robertson said that she believed that the work to the shower room should have started sooner.
33. In relation to the décor work, Mrs Robertson said that she was only provided with the quotation on 26 April 2024 but that it was dated 29 February 2024.
34. Mrs Robertson said that Umega had suggested that only part of the Property required painting but she decided that the Property required complete painting to bring it to the standard she wanted. She said that she was not seeking complete reimbursement for the décor costs.
35. Mrs Robertson said that she was disappointed at the slow progress of the reinstatement works. She referred to her email to Olga Godfrey on 30 April 2024 where she listed a number of items which had not been completed properly or which required to be still undertaken. She referred to a number of emails between Umega and her between 30 April 2024 and 4 June 2024 which she said demonstrated that there had been delay in Umega progressing works to the Property. On 15 May 2024, she emailed Umega with a detailed list of matters which required to be attended to.
36. The email of Olga Godfrey of 4 June 2024 referred to her having been on leave and then ill. Mrs Robertson said that she felt that, in Olga's absence, someone from Umega should have taken responsibility for her work. She said that responses she received from Umega did not address all the issues which she had raised.
37. Mrs Robertson said that she met with Shona Newbigging-Reid at the Property on 10 June 2024 and that they went through the email of 14 May where Mrs Robertson had set out the matters in the Property which required to be dealt with. She said that they looked at the cleaning issues and that Shona agreed that the painting on the walls of the ensuite shower room was not satisfactory. She said that wood had been replaced in the shower room but that it had not been a tidy job.
38. Mrs Robertson said that the Property needed a really good clean and that the hob, in particular, was in a poor condition.
39. On 12 June 2024, Ms Newbigging-Reid emailed Mrs Robertson and reported on what was being done to address the outstanding issues with the Property. The email makes reference to contact being made with the Operations Manager with regard to Mrs Robertson's "compensation claim."
40. Mrs Robertson said that she visited the Property on 18 June 2024 and emailed Umega the next day detailing the issues requiring attention.

41. On 16 July 2024, Umega emailed Mrs Robertson and offered her compensation of £4,178.40.
42. On 23 July 2024, Mrs Robertson rejected the offer of compensation and stated what her complaints were and indicated that she was seeking significantly more by way of compensation.
43. On 26 July 2024, Mrs Robertson emailed Umega and advised that she was transferring management of the property to another letting agent.
44. On 30 August 2024, Ms Denny of Umega emailed Mrs Robertson and offered compensation of £5,348.46 which was a combination of funds to be paid by Umega to Mrs Robertson and Umega assuming responsibility for payment of some contractor invoices.
45. There had previously been a problem with the shower in March 2023 where it was identified that there was a gap in the silicone and that grouting required to be renewed. Mrs Robertson said that she authorised the expenditure for re-sealing and grouting and said that the cost was relatively minor.
46. Mrs Robertson said that, when she bought the Property, there had been no indication that there were issues with the shower.
47. Mrs Robertson said that, when the Property was inspected by Andy Hutton of Umega in August 2024, no issues had been raised about the shower.
48. Ms Denny said that Andy Hutton had not reported any issue with the shower room when he had inspected the Property in August 2023. She said that the tenants had also been proactive in bringing any repairs issues to the attention of Umega. She said that they had reported no issues with the shower.
49. Ms Newbigging-Reid said that she inspected the Property in March 2023 and that she noticed water damage on the walls of the shower room. She said that this was to the wall to the side of the shower where there was evidence of discolouration. She said that she also remembered that the base of the shower cabinet had defective sealing and that there were cracks in the silicone. She said that she thought that the grouting and silicone sealing was defective and required attention. She said that the repair had been authorised and carried out.
50. Ms Denny said that she accepted that Umega had not provided the service which it should. She said that there had been delay in putting the Property back on the rental market and that it was reasonable to compensate the Applicant for lost rental and Council Tax for a period of ten weeks.
51. Ms Newbigging-Reid said that, in her view, the Property was marketable when she inspected it on 10 June 2024.
52. Ms Denny said that, in relation to décor, only some areas required to be painted. There were areas where there had been significant damage but other areas were in an acceptable condition. She agreed that damage had been caused by

wall hangings, which the tenants had put in some rooms, and that there was smoke damage caused by candles. She said that, after the inspection in March 2023, the tenants had been told that candles should not be burned and they were told that the wall hangings should be removed. She conceded that no check had been made to ensure that the tenants had complied with this.

53. Ms Denny accepted that the inspection regime had not been in accordance with what had been promised to Mrs Robertson and that another inspection should have been carried out during the tenancy.
54. Ms Denny accepted that the marketing photographs which had been used after termination of the tenancy were those which had been taken prior to it commencing. She said that it was common to do so when marketing is started with tenants in situ. She said that it should not have been marketed as being “newly decorated” and having new furniture. She said that this was due to an administrative error. She said that the Property was removed from the market while work was being done.
55. Ms Denny said that Umega accepted that it was accountable for part of the length of time that repairs took. She said that the issues the Applicant had highlighted were those which Umega needed to address, and that they had done so. She said that additional training had been delivered. She said that the issue had been partly caused by the absence and leave of the property manager responsible for the Property and that, to address this, a property manager had been appointed whose remit was not to manage a portfolio of properties but to cover managers who were absent.
56. Mrs Robertson was clear that, in her opinion, she had lost rental income for eighteen weeks.
57. Ms Denny said that, in general, her experience is that a void period between lets averages two weeks.
58. Ms Denny said that the decorating contractor’s invoice of £3,630 had not yet been paid.
59. Ms Godfrey said that the cleaner, Edinburghclean.co.uk, which had been used was not value for money and she said that the instruction of the cleaning had not been good because the contractor had been given a list of things to attend to rather than a blanket instruction to bring the Property up to a certain standard.
60. Ms Denny said that there had been no mention in the inspection reports of issues with the blinds or the hob.
61. Mrs Robertson said that the blinds and hob had not been replaced and were left in place for the new tenants.

Alleged Code Breaches

Paragraph 19: ***You must not provide information that is deliberately or negligently misleading or false.***

62. Mrs Robertson said that the promised inspection regime of the Property being inspected twice in each twelve month was not adhered to. She said that the information provided on inspections was therefore false. The letting negotiator was in the Property twice after the tenants had left and should have alerted her to its condition. She said that, in this regard, Umega had not been honest with her. Mrs Robertson said that Umega, in advertising the Property with photographs which were out of date and information which was inaccurate, provided misleading information to prospective tenants.

63. Ms Denny did not agree that Umega had been negligent and she said that it had not provided misleading or false information. In relation to the advertising, she said that it was normal to use photographs which were on file because tenants were still in the Property when the advertising commenced. She accepted that the information about recent decoration and new furniture was inaccurate but said that this was due to an administrative error.

Paragraph 26: ***You must respond to enquiries and complaints within reasonable timescales and in line with your written agreement.***

64. Mrs Robertson said that the emails which she had submitted demonstrate that her enquiries and complaints were not dealt with timeously.

65. Ms Denny accepted that Umega's response to queries from Mrs Robertson could have been quicker.

Paragraph 27: ***You must inform the appropriate person, the landlord or tenant (or both) promptly of any important issues or obligations on the use of the property that you become aware of, such as a repair or breach of the tenancy agreement.***

66. Mrs Robertson said that she should have been made aware of the breach of the tenancy agreement in relation to the burning of candles and the wall hangings, and Umega should have checked that the breaches had been dealt with. Ms Newbigging-Reid said that she had discussions with the tenants about the wall hangings and candles. She accepted that she did not thereafter check to ensure that the tenants had complied with the conditions of the tenancy in this regard.

67. Ms Denny said that Umega considered that the matter of the candles and wall hangings had been dealt with by speaking to the tenants about them.

68. Mrs Robertson said that she had not been made aware of the grouting issues and the wider issues with the shower room.

69. Mrs Robertson said that the tenants had not taken care of the hob and that this should have been brought to her attention. She said that this was cleaned after the tenancy had ended but still looked poor. She accepted that appliances undergo wear and tear but considered the condition was beyond that. She said that, even after extensive cleaning, the hob still did not look clean. She said that she has not replaced it.

70. Mrs Robertson said that Umega should have advised her of the condition of the blinds. She said that these had been new when the tenancy commenced. She said that attempts had been made to clean them of smoke damage. She said that the bottom of the blinds appeared to have some kind of "corrosion" which could not be cleaned. She said that she has not replaced them.

71. Mrs Robertson said that Ms Kelly, Umega's letting negotiator, was in the Property on 6 and 13 February 2024 and never alerted her to the issues. She said that the water damage to the shower room must have been going on for months.

Paragraph 38: Your advertising and marketing must be clear, accurate and not knowingly or negligently misleading.

72. Mrs Robertson referred to what she had said about the photographs used for marketing and the information contained in the advertising seeking tenants.

73. Ms Denny accepted that an administrative error had been made in relation to the content of the advertising.

Paragraph 39: *You must get the landlord's permission for advertising and marketing a property, including the erection of a lettings board.*

74. Mrs Robertson said that an email from Ms Ryan, the letting negotiator, went to her Spam folder and she did not get it for two days. She said that the email stated that Umega was marketing the Property at £1,375 per month. She said that this was without her authority. Mrs Robertson said that she had thought a rent of £1,500 was more realistic. She said the marketing had commenced without her authority and that Ms Ryan told her that viewings had already been arranged. Mrs Robertson said that she told Ms Ryan that the viewers, which had been arranged, would need to be told that the rent was to be £1,500. Mrs Robertson said that the rent advertised on Umega's website was £1,375.

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.*

75. Mrs Robertson said that Umega breached this paragraph of the Code in relation to the marketing information.

Paragraph 54: *You must agree with the landlord the criteria and process for managing and approving tenancy applications from prospective tenants.*

76. Mrs Robertson said that her criteria for potential tenants had not been followed. She had stipulated a professional couple or mature students and Umega had presented her with a couple with two young children. She said that ultimately there were issues with the credit checking/employment references of these potential tenants.
77. Mrs Robertson said that, prior to marketing the Property, Umega had not agreed the criteria and process for managing and approving tenancy applications from prospective tenants.
78. Ms Denny said that, notwithstanding the criteria set by landlords, she considered that it was the duty of Umega to present any potential tenants to Mrs Robertson.
79. Paragraph 57: ***You must agree with the landlord what references you will take and checks you will make on their behalf.***
80. Mrs Robertson said that she set out the criteria of tenants she was seeking and that Umega did not follow this through. She also said that, prior to marketing the Property, there had been no agreement with regard to references and checks.
81. Paragraph 75: ***Breaches of the tenancy agreement must be dealt with promptly and appropriately and in line with the tenancy agreement and your agreement with the landlord.***
82. Mrs Robertson and Ms Denny referred to their earlier comments with regard to the candles and wall hangings and other alleged breaches of the tenancy agreement.
83. Paragraph 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 inspections; 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.***
84. Paragraph 90: ***Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.***
85. Paragraph 93: ***If there is any delay in carrying out the repair and maintenance work, you must inform the landlords, tenants or both as appropriate about this along with the reason for it as soon as possible.***
86. Paragraph 94: ***You must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided***
87. Mrs Robertson said that Umega did not properly project manage the repairs and cleaning in an acceptable timescale. She cited, as an example, the length

of time which had been taken for the plumbing contractor to be appointed and for the work to start. She said that these issues extended the time before the Property could be put on the letting market.

88. Ms Godfrey accepted that there had been some delay in appointing the decorating and plumbing contractor but said that these were preferred contractors trusted by Umega to do good work and that it was not always possible that they would be immediately available.
89. Mrs Robertson said that the cleaning undertaken after the departure of the tenants was of a poor standard.
90. Mrs Robertson said that the shower enclosure was not completed until almost eight weeks after the tenants had left and that the redecoration was not completed until over ten weeks after the tenants had left.
91. Mrs Robertson said that Umega seemed to have no process to check contractor's work. She said that the email exchanges submitted by her demonstrate that reasonable timescales were not put in place for works to be completed satisfactorily. She said that she was not kept advised of the progress of works and any delays.
92. Mrs Robertson said that the cleaning contractor did not do the work properly and that the work to the shower room was not properly carried out. She said that she did not believe that Umega properly pursued contractors when work was not done properly and she cited the cleaning contractor as an example.
93. Mrs Robertson said that Umega's communication with her about progress with the repairs and cleaning was poor as demonstrated by the emails which she had submitted.
94. Ms Denny accepted that repairs could have been carried out more efficiently.
95. Ms Godfrey accepted that the cleaning contractor, who was originally instructed, failed to do a good job and Umega subsequently instructed another contractor.
96. Mrs Robertson said that she accepted that some areas in the Property did not need to be decorated. She said that it was her wish that the whole flat was decorated. She said that this was why she had restricted her claim to only part of the decorating costs.

Paragraph 101: ***Before they leave the property you must clearly inform the tenant of their responsibilities such as the standard of cleaning required; the closing of utility accounts and other administrative obligations, e.g. council tax, in line with their tenancy agreement. You must offer them the opportunity to be present at the check-out visit unless there is good reason not to. For example, evidence of violent behaviour.***

Paragraph 102: ***If you are responsible for managing the check-out process, you must ensure it is conducted thoroughly and, if appropriate, prepare a sufficiently detailed report (this may include a photographic record) that makes relevant links to the inventory/schedule of condition where one has been prepared before the tenancy began.***

Paragraph 103: ***If the tenant wishes to be present during the check-out visit, you must give them reasonable notice of the arrangements unless there is good reason not to be present (see also [paragraph 101](#)).***

Paragraph 104: ***You must give the tenant clear written information (this may be supported by photographic evidence) about any damage identified during the check-out process and the proposed repair costs with reference to the inventory and schedule of condition if one was prepared.***

97. Mrs Robertson said that she first saw the check-out report when it was sent to her with the papers for the Tribunal. She said that Umega should have sent it to her.

98. Mrs Robertson said that she did not believe that the tenants could have been advised of what was expected of them in relation to the condition of the Property and its standard of cleanliness.

99. Mrs Robertson said that Umega should have ensured that the tenants left the Property in an appropriate condition.

100. Ms Denny said that the tenants had been advised of their responsibilities and Ms Godfrey said that, after the check-out report had been received, she had contacted the tenants and advised them that an application would be made to the tenancy deposit scheme for the whole deposit to be passed to the landlord because of the condition of the Property. She said that Umega had been successful in recovering all of the tenancy deposit because of the way that the Property had been left by the tenants.

Submissions

101. Mrs Robertson submitted that she should be compensated for the losses she sustained as a consequence of the Property being poorly managed by Umega. She said that she sustained loss of rent and liability for Council Tax for a period of eighteen weeks while the Property was vacant as well as decorating costs, cleaning costs, and costs involved in the works to the shower room. She said that she should also be compensated for the damage caused to the hob and the blinds and for cleaning costs.

102. Mrs Robertson said that the property was in “immaculate condition” in February 2024 and that the mismanagement of Umega had caused it to deteriorate.

103. Ms Denny acknowledged that Umega had failed Mrs Robertson and that its management had fallen below the standards which it strived to meet. She said that she appreciated the stress that would have been caused to Mrs Robertson. She said that she considered the offer of compensation made by Umega to be reasonable.

Discussion and Determination

104. There were no issues of credibility to be determined. The Respondent accepted that there had been breaches of the Code.

105. The Respondent accepted that it had failed the Applicant but disputed the level of recompense which was being sought.

106. Section 48 (7) of the Housing (Scotland) Act 2014 states that, where the Tribunal finds that the letting agent has failed to comply with the Code, “it must by order (a ‘letting agent enforcement order’) require the letting agent to take such steps as the Tribunal considers to rectify the failure.”

107. The tribunal accepted the Applicant’s evidence in relation to issues of communication, delay in getting reinstatement works done and the quality of the initial cleaning of the Property and determined that there was sufficient evidence to support that the Respondent had failed to comply with the Code, specifically paragraphs 19,26,27,38,39, 54,57,75,90,93,94 and 102.

108. In relation to paragraphs 19 and 38, the tribunal considered that the Respondent had been negligent rather than deliberately providing false information.

109. The tribunal determined that there was insufficient evidence to support breach of paragraphs 46,85,101,103 and 104 of the Code.

110. The tribunal noted that the Respondent no longer manages the Property for the Applicant and it was therefore appropriate, in making a letting agent enforcement order, that an award of compensation be made. Fixing the amount of compensation is a matter of judicial discretion.

111. It was beyond doubt that the failures of the Respondent in properly managing the issues with the Property following termination of the tenancy had led to delay in the Property being relet. The Applicant considers that this was for more than eighteen weeks and the Respondent considers that this was for just more than ten weeks. In considering matters, the tribunal noted that the Applicant had decided on the shower room refurbishment and decoration of the

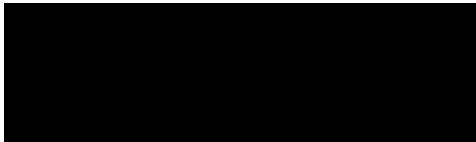
complete Property when she accepted that not all areas required to be done. It also considered it reasonable that there would be a void period between tenancies. In all the circumstances, the tribunal determined that it would be reasonable to calculate this element of compensation based on 13 weeks. Using a rental figure of £1,495 per month, this would amount to £4,485. Council Tax for 13 weeks would amount to £725 making a total of £5,210.

112. It was accepted by the tribunal that the Respondent failed to properly manage the Property in relation to dealing with the breaches of the tenancy agreement regarding the burning of candles and damage caused to décor by wall hangings. Having identified that there were issues, the Respondent should have checked that the tenants were complying with their obligations under the tenancy agreement. The Applicant had conceded that she should not be compensated for all the decorating costs since she had opted to decorate the whole Property. The tribunal considered that it was likely that, at the end of any tenancy, there may be decorating works which required to be done. In all the circumstances the tribunal considered it reasonable that the Applicant should receive compensation for decoration costs at a level of £2,200 which amounted to around 60% of the total cost. It noted that the decorating contractor had not been paid. Umega acted as agent of Mrs Robertson in the employment of the decorating contractor and the invoice has been issued in her name. She is responsible for payment of the invoice.
113. The tribunal accepted the evidence that the cleaning carried out by Edinburghcleaning.com was poor and noted that the Respondent accepted that poor instructions had been given when the contractor was instructed. The Applicant had recovered this cost from the tenant by way of refund of the tenancy deposit and the contractor had been paid by the Respondent. There were additional cleaning invoices from contractors who required to be instructed as a consequence of the poor cleaning work done by Edinburghcleaning.com. There were also works carried out by Umega Home Repairs. The tribunal determined that the Respondent should accept responsibility for payment of the following invoices: Umega Home Repairs (£624, £194.40 and £90.36), Malbet Services (£60) and the Proclean Group (£280).
114. The tribunal determined that the Applicant should accept responsibility for paying the invoice from Malbet Services amounting to £84.
115. The tribunal determined that the management of the Property by Umega had been below standard. The emails submitted by the Applicant supported that there had been poor communication by the Respondent and that it failed to adequately manage the Property and deal with issues after termination of the tenancy. The tribunal considered whether the Applicant should be compensated in respect of part of the management fees which she had paid. In addition, the Applicant had been put to considerable effort to ensure that the Property was able to be put on the rental market and had also been required to bring the application to the Tribunal. The tribunal determined that an element of compensation of £900 would be appropriate.

116. The tribunal considered the issue of work carried out to the shower room. The Applicant decided to carry out significant refurbishment. There was no compelling evidence that this was required as a result of any failure of the tenants and consequently any failure of the Respondent in addressing any repairs issues. In coming to a view on compensation, the tribunal disregarded the costs incurred by the Applicant in connection with the shower room refurbishment.
117. The tribunal noted that the hob and blinds had not been replaced and, in coming to a view on compensation, disregarded any issues with them and also noted that the Applicant retained the tenancy deposit.

Appeals

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.



**Martin J. McAllister
Legal Member
5 September 2025**