



**Written Decision with Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) in respect of an application under
Section 48(1) of the Housing (Scotland) Act 2014 (“the Act”) and Rule 24
of The First-tier Tribunal for Scotland Housing and Property Chamber
(Procedure) Regulations 2017 (“the Rules”)**

Chamber Ref: FTS/HPC/LA/24/0749

Re: Property at Flat at 39, Edgemont Street, Glasgow, G41 3EJ (“the
Property”)

Parties:

Ms. Marnie Silver residing at the Property (“the Applicant”)

DJ Alexander, 1, Wemyss Place, Edinburgh EH3 6DH (“the Respondent”)

Tribunal Members:

Karen Moore (Legal Member) and Elizabeth Williams (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the
Tribunal”) determined that the Respondent:

failed to comply with the Code of Practice for Letting Agents at Section 5
“Management and maintenance” paragraphs 90, 91 and 93 and

did not fail to comply with the following Sections of the Code of Practice for
Letting Agents: Overarching standards of practice (Section 2) at paragraphs

17, 19, 20, 21, 23, 24, 26 and 28; Lettings (Section 4) at paragraphs 38, 45, 46, 48, 67, 68, 69, 71 and 72 ; Management and maintenance (Section 5) at paragraphs 74, 80, 81, 82, 85, 87, 89 and 94; Ending the Tenancy (Section 6) paragraphs 100, 102 and 104; Communications and resolving complaints (Section 7) at paragraphs 108, 111 and 113 and Handling landlords' and tenants' money, and insurance arrangements (Section 8) at paragraphs 119 and 120.

The Tribunal made a Letting Agent Enforcement Order (LAEO) as required by Section 48 (7) of the Act. The LAEO is issued separately.

Procedural Background

1. By application received between 15 February 2024 and 22 February 2024 (“the Application”) the Applicant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber for a determination that the Respondent had failed to comply with the Code of Practice for Letting Agents (“the Code”) with regard to : Overarching standards of practice (Section 2) at paragraphs 17, 19, 20, 21, 23, 24, 26 and 28; Lettings (Section 4) at paragraphs 38, 45, 46, 48, 67, 68, 69, 71 and 72 ; Management and maintenance (Section 5) at paragraphs 74, 80, 81, 82, 85, 87, 89, 90, 91, 93 and 94; Ending the Tenancy (Section 6) paragraphs 100, 102 and 104; Communications and resolving complaints (Section 7) at paragraphs 108, 111, 112 and 113 and Handling landlords' and tenants' money, and insurance arrangements (Section 8) at paragraphs 119 and 120.
2. The outcomes sought by the Applicant and set out in the Application are: “appropriate compensation of at least £5,500.00 of expenses for repairs; loss of earnings and stress; outstanding issues to be taken care off immediately; to continue tenancy at the current rent offering of £750 a month for the next 3 years; a guarantee that deposit will be returned in full on leaving; formal apology from staff who have been abusive and negligent and a guarantee to do better in future; until an agreement has

been reached, not to be chased for rent arrears by debt collection department”

3. The Application was accepted by the Tribunal Chamber and a Case Management Discussion (CMD) took place on 13 June 2024 at 14.00 by telephone conference call. Prior to the CMD, the Respondent submitted detailed written representations. The Applicant was present on the call and was unrepresented. The Respondent was represented by Mr. R. Bar. The outcome of the CMD was that a Hearing of evidence was fixed.
4. Following the discussion at the CMD and the Respondent’s preliminary point in respect of lack of notification of the complaint, the Tribunal issued the following Direction dated 13 June 2024:
“The Applicant is directed to : To specify what alleged acts or omissions of the Respondent (individually or cumulatively) are relied upon by her in respect of to each of the breaches of the following Sections of the Code of Practice for Letting Agents: i) Overarching standards of practice paragraphs 17, 19, 20, 21, 23, 24, 26 and 28; ii) Lettings at paragraphs 38, 46 and 67; iii) Management and maintenance at paragraphs 80, 81, 89, 90, 91 and 94; iv) Ending the Tenancy at paragraphs 100 and 102; v) Communications and resolving complaints at paragraph 112 and vi) Handling landlords’ and tenants’ money, and insurance arrangements at paragraph 119. The Applicant is directed to comply with this Direction no later than 30 June 2024. The Respondent is directed to submit their responses to any written representations lodged by the Applicant no later 30 July 2024.
5. Both Parties complied with the Direction and submitted detailed written representations together with productions.

Hearing

6. A Hearing was held by video conferencing on 12 November 2024. Ms. Silver took part and was unrepresented. She was supported by Ms. E. Steed and Ms. H. Watson in terms of Rule 11 of the Tribunal Rules. The Respondent was represented by Mr. R. Bar. Prior to the Hearing, both Parties submitted written representations. The Hearing was adjourned due to lack of time.
7. The adjourned Hearing took place on 4th March 2025. Again, Ms. Silver took part and was unrepresented. She was supported by Ms. E. Steed and Ms. H. Watson in terms of Rule 11 of the Tribunal Rules. The Respondent was again represented by Mr. R. Bar. Prior to the adjourned Hearing, both Parties submitted additional written representations.
8. Having heard the evidence in respect of the substantive parts of the Application, the Tribunal adjourned the Hearing further to a Hearing in respect of the compensatory outcome sought by Ms. Silver. The Tribunal issued the following Direction dated 5 April 2025 in this regard:

“The Tribunal having concluded the Hearing and evidence in respect of the core substantive matters of the above Application, and, in the event that the Tribunal finds in her favour and proposes an Enforcement Order, one of the outcomes sought by the Applicant, is an order for payment of compensation. Therefore, the Tribunal directs, the Applicant, Ms. Silver to: i) Provide a written representation to the Tribunal which sets out the Heads of Claim and the amount of compensation which she seeks in respect of any breaches by the Letting Agent of the Code of Practice for Letting Agents. ii) The representation should explain the direct link between each Head of Claim and the conduct of the Letting Agent; iii) The representation should set out the amount sought in respect of each Head of Claim together with a calculation of what that amount comprises and how it

has been calculated; iv) Each amount sought should be evidenced by the production of receipted invoices or proof of payment or documentary evidence in support of proof of financial loss. The Applicant should lodge her response with the Tribunal and the Respondent/Letting Agent no later than 1 May 2025. The Letting Agent/Respondent is directed to submit their response, if any, to the Applicant's compliance with the above Direction no later than 28 May 2025 and should lodge their response with the Tribunal and the Applicant no later than that date.

9. Both Parties complied with the Direction and submitted written representations and lodged productions in support of their representations.
10. The further adjourned Hearing took place on 30th September 2025 at 10.00 by video conferencing. Again, Ms. Silver took part and was unrepresented. She was supported by Ms. E. Steed in terms of Rule 11 of the Tribunal Rules. The Respondent was, again, represented by Mr. R. Bar.

Preliminary Matter

11. The Tribunal noted that the Respondent had made a preliminary point that insufficient notice had been given in respect of the Applicant's complaints. The Tribunal having regard to the Applicant's letter of 23 January 2024 which accompanied the Application and the Parties' replies to the Direction dated 13 June 2024, took the view that sufficient notice had been given and so proceeded with the Hearing.

Evidence

12. At the Hearings on the substantive matters raised in the Application, the Tribunal heard from Ms. Silver on her own behalf and from Mr Bar on behalf of the Respondent. With regard to the Code complaints, the

Tribunal dealt with each Code complaint in numerical order, first hearing from Ms. Silver, and, then from Mr. Bar. With regard to the outcome sought by Ms. Silver, the Tribunal heard first from Ms. Silver in respect of each Head of Claim in numerical order and then from Mr. Bar.

13. From their oral evidence and the written representations, there is broad agreement between the Parties in respect of the facts at the heart of Ms. Silver's complaints. The dispute between the Parties centres on the way in which the Respondent has conducted their dealings with Ms. Silver in person, in writing and by telephone, beginning at the advertising of the Property for let in October 2021 and throughout the tenancy thereafter.

14. The substantive matters not in dispute are: -

- a. Ms. Silver entered into a private residential tenancy agreement of the Property in December 2021.
- b. The Property was advertised for let on the Rightmove website in or around late October 2021.
- c. The advert included photographs of a fire and fireplace in the Property.
- d. Ms. Silver viewed the Property on 27 October 2021 and paid a holding deposit of £250 to secure the tenancy.
- e. An initial entry date of 29 October 2021 was given and later moved to 5th November 2021.
- f. On 4th November 2021, Ms. Silver was advised by the Respondent that the tenancy could not begin the Electrical Installation Condition Report (EICR) required to be put in place.
- g. On 4 November 2021, the Respondent advised Ms. Silver that the landlord intended to carry out "refurb" works to the Property.
- h. Ms. Silver viewed the Property again and, on 6th November 2021, intimated to the Respondent that repairs and decoration were required.

- i. 10 November 2021 was proposed as an entry date but did not take place because the Property had not been cleaned.
- j. On 11th of November 2021, the Respondent contacted Ms. Silver advising that the entry required to be delayed further for the installation of smoke alarms.
- k. Various works were carried out at the Property between November 2021 and the tenancy beginning on 11th December 2021.
- l. The Electrical Installation Condition Report (EICR) was obtained on 4th December 2021.
- m. On taking entry to the Property, Ms. Silver raised repair and decoration complaints with the Respondent, including intimating that the fire in the living room was not operational.
- n. It was later established that the fire had been disconnected some years before.
- o. Ms. Silver has carried out various works within the Property, including removing the fire and fireplace and installing a different fireplace, at her own cost.
- p. There have been on-going repair notifications by Ms. Silver to the Respondent throughout the tenancy, including dampness to the bathroom wall, which repair remains unresolved.

Code Complaint 17

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

Applicant's Evidence

15. Ms. Silver spoke in detail and at length. Her position is that having paid a deposit and agreeing the tenancy with the Respondent, then FineHolm, the Respondent's staff lied about the condition of the Property in respect of its compliance with statutory provisions. Her position is that the

Property should not have been advertised for let there was no valid EICR and the fire in the living area did not work. Ms. Silver stated further that, as a renovation project was needed, the Property was not habitable. Her view is that, rather than admit to the mistaken premature advertising, the Respondent tried to deceive Ms. Silver by representing to her that this was a normal situation with tenancies and there was no cause for concern. Ms. Silver maintained that the Respondent failed to coordinate the renovations works and so the condition and aesthetics of the Property at the entry date differed to that when she had viewed the Property. Ms. Silver spoke of a number of stressful issues on the entry date. Her view is that the Respondent did not “take ownership of the issues” and were dismissive of her complaints and concerns both by phone and by email.

16. Ms. Silver referred the Tribunal to email chains lodged by her including: email 27 October to 2 November 2021 in respect of the pre-tenancy checks; email 2 November to 4 November 2021 in respect of renovation works proposed by the landlord, emails 4th November to 6 December 2021 in respect of the EICR certification and Ms. Silver’s concerns in respect of progress, emails 10 to 20 December 2021 in respect of Property being “legally habitable” and emails 20 December 2021 to 20 January 2022 in respect of repairs notified by Ms. Silver.
17. Ms. Silver confirmed to the Tribunal that she had not made an application in terms of the Housing (Scotland) Act 2006 and the Repairing Standard provisions.
18. She confirmed that there had been unsuccessful attempts to clean the carpet which had been dirtied and torn after the pre-tenancy work.
19. Although her complaints had been escalated at one point to the CEO of FineHolm, there was no resolution. Ms. Silver’s stressed that the crux of

her complaint was the Respondent's refusal to admit their mistake in marketing the Property in its condition in October 2021.

20. Ms. Silver impressed upon the Tribunal the stress and distress that this experience has had on her in respect of her health and her capacity to work.

Respondent's Evidence.

21. For the Respondent, Mr. Bar agreed that there had been delays in the entry date. He stated that the Respondent's staff member recalled doing as much as possible to have the Property ready for the tenancy to commence. Mr. Bar did not comment in detail on the email chains but stated that it was his view that the emails reflected the true position: that the Respondent had done as much as possible and had kept Ms. Silver advised.
22. He stated that an EICR is not required to market a property for let, that the EICR for the Property was in place before the tenancy entry date and that the Property met the Repairing Standard.
23. With regard to the dampness issue in the bathroom, his view was that this had been attended to by way of a dampness treatment and application of stain block during the previous tenancy and again in 2022. He was aware that the root cause might be a common property issue in the tenement block and advised that the Respondent had had dealings with the property factor in this regard.
24. With regard to the gas fire, Mr. Bar stated that this had been capped and was not operational. He stated that there is a fixed central heating system in the Property and so the Property met the Repairing Standard this regard.

25. With regard to the décor, Mr. Bar stated that, whilst the landlord was prepared to carry out works to the Property, he had set the budget at £5,000.00, This had been advised to Ms. Silver. Mr. Bar stated that the décor and condition of the carpets do not form part of the Repairing Standard.
26. Mr. Bar stated that the staff member in question had been very stressed by her involvement with this matter and that her line manager advised that she was too upset to attend the Tribunal proceedings. He referred to emails from Ms. Silver to the staff member which he submitted were aggressive and unpleasant in tone and content.
27. Mr. Bar confirmed to the Tribunal that there had been no repair issues at the end of the previous tenancy. He maintained that the Respondent was not in breach of this Section of the Code and that there was no legal restriction on marketing in October 2021. He pointed out that the tenancy was not entered into until the EICR was in place.

Code Complaint 19

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

Applicant's Evidence

28. Ms. Silver's position is that the Property was not habitable when it was advertised and when the tenancy was agreed. She stated that she and any other viewers had been misled in this respect.
29. Ms. Silver stated that it was after the tenancy was approved and agreed, and following her second viewing of the Property, that the Respondent made her aware of the landlord's intention to renovate the Property. Ms. Silver stated that she had found the Property to be "shabby" at the

viewings and that full re-painting should be done. Ms. Silver stated that she had asked that the Property be repainted as part of the renovations and that she had offered to have this done at her own expense to minimise inconvenience when moving in, if the cost exceeded the landlord's budget.

30. Her position was that, although the Respondent gave assurances that the renovations would include "some freshening up", if the landlord's budget did not extend to a full repainting, the Respondent would advise Ms. Silver so that she could obtain a quote from her own decorator. However, Ms. Silver did not hear further on this matter from the Respondent and so assumed that a full redecoration would be carried out.

31. Ms. Silver described the Property at the entry date as "unliveable" in respect of the décor as the walls had been ragged by the electrical work and the carpets were "filthy and destroyed". Ms. Silver stressed that the failures to redecorate fully and to advise her of this, and, the fact that she was not given an opportunity to carry out this work herself, resulted in one of the most stressful aspects of her issues at the Property.

32. Ms. Silver pointed out that one of the emails advised that there would be "quite the refurb" but this had not happened. With reference to photographs and invoices lodged, Ms. Silver detailed the extent of the work she carried out and paid for including replacing the fire and fire place, renewing flooring, having plasterwork and decoration throughout and carrying out remedial work to the kitchen. She stated that she had also upgraded the private garden area.

33. Ms. Silver stated that the Respondent misled her in respect of timescales for dealing with the other repair issues which had been notified by her before the entry date.

34. Again, Ms. Silver impressed upon the Tribunal the detrimental impact which this experience has had on her.

Respondent's Evidence

35. For the Respondent, Mr. Bar was firm that no misleading or false information was given to Ms. Silver.

36. Mr. Bar recognised that Ms. Silver had been inconvenienced and had carried out and funded works herself. He stated that the landlord had offered compensation and had offered to waive two months' rent, but Ms. Silver had rejected this and the offer was later withdrawn.

37. He maintained the Respondent's position, as set out in their written representations, that the Respondent was not in breach of the Code as there was no legal restriction on marketing in October 2021. He, again, pointed out that the tenancy was not entered into until the EICR was in place.

38. Mr. Bar referred again to his evidence that the dampness issue in the bathroom had been resolved by way of a dampness treatment and application of stain block during the previous tenancy and that the root cause might be a common property repair.

39. With regard to the gas fire, Mr. Bar stated that this had been capped and was not operational. He accepted that this should have been noticed previously and recorded in the Property notes but stated again that, as there is a fixed heating system in the Property, it met the Repairing Standard in this regard. Mr. Bar noted that although the fire and fireplace were in the advert photographs, there was no mention of either in the narrative and it was described as "decorative".

40. With regard to the décor, Mr. Bar repeated that, whilst the landlord was prepared to carry out works to the Property, he had set the budget at £5,000.00. Mr. Bar repeated that the décor and condition of the carpets do not form part of the Repairing Standard.

41. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 20

You must apply your policies and procedures consistently and reasonably.

Applicant's Evidence

42. It was Ms. Silver's view that the Respondent did not seem to have any policies or procedures and pointed out that had they sufficient policies and procedures, her complaints would have been resolved without the need for these proceedings.

Respondent's Evidence

43. Although Ms. Silver had not been specific with reference to policies and procedures, Mr. Bar stated that the Respondent had all policies and procedures required by the Code in place and that staff were fully aware of these by way of training.

44. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 21

You must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way.

Applicant's Evidence

45. Ms. Silver's position was that the Respondent did not take care nor used skill in dealing with the issues notified by her. She stated that she had been dismissed, spoken to abruptly and had been accused of being abusive.

Respondent's Evidence

46. For the Respondent, Mr. Bar disputed Ms. Silver's view of the way in which her complaints had been handled. Again, although Ms. Silver had not been specific in her complaint, he stated that staff received training from induction training to regular training and that contractors were also made aware of the Code.

47. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 23

You must ensure all staff and any sub -contracting agents are aware of, and comply with, the Code and your legal requirements on the letting of residential property.

Applicant's Evidence

48. Ms. Silver's position was that, from her experience, the Respondent's staff managing the Property and contractors had little or no awareness of the Code.

Respondent's Evidence

49. For the Respondent, Mr. Bar again refuted Ms. Silver's complaint. Although Ms. Silver had not been specific in her complaint, he repeated

that staff received training on the Code and that contractors were also made aware of the Code.

50. Mr. Bar's evidence was that the Respondent had an approved list of contractors. In answer to Tribunal questions, he did not have a working knowledge of how contractors were selected for that list or how their work was monitored.

51. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 24

You must maintain appropriate records of your dealings with landlords, tenants and prospective tenants. This is particularly important if you need to demonstrate how you have met the Code's requirements.

Applicant's Evidence

52. Ms. Silver's position was that the Respondent has failed to keep records properly. She stated that, on raising a complaint in 2023, the Respondent's property management department had no knowledge of her issues. She explained that, having had dealings with various departments including maintenance, finance and customer service, none of the departments was able to refer to any records of communication which she had with the other departments.

Respondent's Evidence

53. For the Respondent, Mr. Bar again refuted Ms. Silver's complaint.

54. Mr. Bar's evidence was that the Respondent used a case management system called Fixflo which held a full record of all repairs. He accepted

that emails and enquiries not notified via Fixflo might not have been copied into the system and accepted that not all staff members have full access to all records. Mr. Bar maintained that property managers have a full property profile.

55. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 26

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

Applicant's Evidence

56. Ms. Silver stated that throughout her tenancy, the Respondent failed to respond to her enquiries within reasonable timeframes, the result of which meant that she decided to deal with many of the issues herself. With regard to an informal complaint raised with the Respondent's property management department, Ms. Silver stated that she had to chase for responses and that responses were confusing and inconsistent. She pointed out that processes followed in December 2023 did not comply with the Respondent's own timescales as set out in their complaints procedure, as continual time extensions were requested. Further, the same person dealt with both the stage one and stage two complaint, contrary to their procedure.

Respondent's Evidence

57. For the Respondent, Mr. Bar again refuted Ms. Silver's complaint.

58. With reference to the complaints process, Mr. Bar's position was that the Respondent followed this in respect of Ms. Silver's formal complaint. He

explained that the informal complaint had been dealt with out with the procedure.

59. With reference to response timescales, Mr. Bar stated that he had reviewed the correspondence and found only one late reply and noted that an apology had been given.

60. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 28

You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

Applicant's Evidence

61. Ms. Silver spoke at length on the way in which she considered the Respondent's staff to have been subtly abusive towards her causing her extreme frustration and anguish. Ms. Silver's complaint related to a series of communication incidents which occurred between October and November 2023. With reference to those emails dated from October to December 2023 and lodged by her, Ms. Silver explained that at that time, she had been trying to have the Respondent's senior property manager deal with her complaints informally but found the communications to be dismissive with a tendency to include matters irrelevant to the core complaint and to deflect "blame" back to Ms. Silver. Ms. Silver viewed this approach as manipulative and abusive. She stressed that, at one point she was told outright that she had a choice as to whether to continue with the tenancy or not. Ms. Silver viewed this as a threat and intimidation. Ms. Silver accepted that, in telephone call in February 2022, she became upset and was angry and explained that, at that time, she had been exhausted and distressed at the Respondent's continued failure to resolve the major issues she was experiencing. Her view was that the Respondent simply wanted her to go away.

62. Ms. Silver was critical of Mr. Bar in his handling of the formal complaint process and viewed his opening paragraphs in emails enquiring as to her health as insulting and passive aggressive, the reason being that Mr. Bar was fully aware of the harmful impact which the Respondent's conduct was having on her.
63. Ms. Silver impressed upon the Tribunal the negative impact which this aspect of her complaint has had on her. She stressed that she had not wanted to pursue the Respondent formally and through the tribunal process but had been persuaded to do so by friends.

Respondent's Evidence

64. For the Respondent, Mr. Bar again refuted Ms. Silver's complaint. Having reviewed the correspondence and having spoken with the staff involved, Mr. Bar stated that he failed to find anything which was abusive, intimidating or threatening.
65. He accepted that telephone calls might have become heated and that the correspondence abrupt at times but pointed out that this had not been confined to the Respondent. He stated that a junior staff member had been reduced to tears following a "difficult encounter" with Ms. Silver and noted that Ms. Silver accepted this in an email which she had sent to the Respondent. He further drew the Tribunal's attention to Ms. Silver's emails of January 2022.
66. With regard to the Respondent's email suggesting that "the choice to stay in the Property is yours" is intimidating, Mr. Bar stated that this is not intimidating but is a statement of fact given Ms. Silver's dissatisfaction at that time.

67. In respect of his own emails, Mr. Bar explained that he is an experienced customer services professional and always prefaces correspondence with pleasantries.

68. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 38

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

Applicant's Evidence

69. Ms. Silver's position was that the Property had been advertised for rent before essential electrical work had been carried out. She asserted that, as the Property did not comply with legal regulations, it should not have been advertised. She explained that the advert stated that the living room boasted a feature gas fireplace and stated that, at the viewing, she had commented on how nice it would be to have a fireplace, to which the Respondent's viewing agent had agreed. However, on moving in to the Property, she discovered that the fire was not operational as the gas supply had been turned off around 2018.

Respondent's Evidence

70. For the Respondent, Mr. Bar reaffirmed his earlier evidence that the Repairing Standards requirements did not affect the advertising and that the advert narrative did not refer to the gas fire. Mr. Bar stated that there was no evidence that the Respondent acted "knowingly or negligently" in this regard.

71. He refuted that the Respondent had breached this Section of the Code.

Code Complaint 45

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

Applicant's Evidence

72. Ms. Silver's position was that, as a prospective tenant, she had not been made aware of the Code.

Respondent's Evidence

73. For the Respondent, Mr. Bar pointed out that Ms. Silver had been sent the relevant information with the tenancy pack.

74. Ms. Silver accepted that she had been made aware of the Code.

Code Complaint 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.

Applicant's Evidence

75. Ms. Silver's complaint was that, around the time of entering into the tenancy agreement, the Respondent had omitted to inform her that the Property was not compliant with the statutory regulations for electrical conditions and that remedial renovations were required. Her view is that the Respondent's staff covered up their mistakes in this regard. She stated that she was aware that something "had gone wrong" as she had been pressured into an early entry date, but was then advised that, as

the landlord wanted to carry out renovation work, the entry date was to be delayed with no definite date given. Ms. Silver's view is that the Respondent's property manager played down the severity of the renovation and certification issues.

76. Ms. Silver referred to the email chains listed in respect of her Code 17 complaint.

Respondent's Evidence

77. For the Respondent, Mr. Bar again referred to his evidence in respect of the relevance of the Respiring Standard before the tenancy commences. Mr. Bar stated that in his view, the Respondent's staff member had been trying to manage Ms. Silver's expectations but accepted that the content of the emails in the context of delays with the entry date could have been better expressed and stated that he understood the overall frustration.

78. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 67

If there is delay in handing over the property to the tenant on the agreed date, you must inform them of this and explain why as soon as possible.

Applicant's Evidence

79. Ms. Silver's complaints were that she was not advised that the entry date of 10 November 2021 could not be achieved until the afternoon of 9 November 2021. Thereafter, she was advised on the morning of 11 November 2021, following an inspection by the Respondent's property manager, that she could not take entry on that date as the smoke

detectors were not compliant. Ms. Silver stressed that the impact of these delays impacted on her moving arrangements.

Respondent's Evidence

80. For the Respondent, Mr. Bar again accepted that the content of the emails in the context of delays with the entry date could have been better expressed.

81. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 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 pr operty (for example marks on walls, carpets 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.

Applicant's Evidence

82. Ms. Silver's position was that there was no formal check in process. She referred to Saturday 11 December 2021, her moving in day, when she picked up an incomplete set of keys from FineHolm and stated that it was on Monday 13 December 2021 when she received an email with an inventory document together with the gas and electric safety documents. She stated that the inventory was inaccurate as it included showing items not present in the Property and failed to record both the matters raised by Ms. Silver on 6 November 2021 and the damage caused by the electrical renovations.

Respondent's Evidence

83. For the Respondent, Mr. Bar pointed out that there had been correspondence back and forth between Ms. Silver and the Respondent in respect of the inventory, but the final inventory had not been resolved and agreed until sometime later. He disputed that this was a breach of this Section of the Code.

Code Complaint 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 a specific reasonable timescale. Once agreed, the inventory should be signed and returned.

Applicant's Evidence

84. Ms. Silver's position was that, as she not present for the making of the inventory, she raised in writing the necessary changes and additions and asked for these to be addressed, also asking for a timeframe. Ms. Silver stated that she was flatly told in a phone call that "inventories are not used to address issues."

Respondent's Evidence

85. For the Respondent, Mr. Bar reaffirmed his response as that given in respect of Code 68. He maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 71

You must provide the tenant with a signed copy of the inventory for their records.

Applicant's Evidence

86. Ms. Silver stated that the Respondent did not get back to her on the inventory as commented on by her and that she did not receive a signed copy.

Respondent's Evidence

87. For the Respondent, Mr. Bar reaffirmed his response as that given in respect of Codes 68 and 69. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 72

If the tenant asks in writing for the landlord's name and address, you must tell them free of charge within 21 days.

Applicant's Evidence

88. Ms. Silver's stated that, although she asked for the landlord's contact details due to her frustration with the Respondent, the Respondent refused to provide these.

Respondent's Evidence

89. For the Respondent, Mr. Bar stated that Ms. Silver had not asked in writing for the landlord's name and address but had asked to be "put in touch" with the landlord who declined to have Ms. Silver contact him. Mr. Bar stated that this was a question of semantics. He stated further that Ms. Silver had not followed this up and so no further action was taken by the Respondent.

90. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 74

If you carry out routine visits/inspections, you must record any issues identified and bring these to the tenant's and landlord's attention where appropriate (see also paragraphs 80 to 84 on property access and visits, and paragraphs 85 to 94 on repairs and maintenance).

Applicant's Evidence

91. Ms. Silver's position was that, since the start of the tenancy, only one inspection has been carried out. At that inspection in June 2023, the Respondent's inspector was not aware of the repair history and, although Ms. Silver pointed out various issues including the dampness in the bathroom and materials left by the previous tenants, nothing was followed up.

Respondent's Evidence

92. For the Respondent, Mr. Bar accepted that there had been no follow after the June 2023 inspection. He maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 80

If you hold keys to the properties you let, you must ensure they are kept secure and maintain detailed records of their use by staff and authorised third parties – for instance, by keeping keys separate from property information and holding a record of the date the keys were used, who they were issued to and when they were returned.

Applicant's Evidence

93. Ms. Silver's complaint was that she was not given a full set of keys on the entry date. In particular, she was not given keys to the common close and the garden and communal areas. Ms. Silver explained that, on her moving in day, the front door key snapped in the lock, and, as and the Respondent's out of hours locksmith did not answer his phone, she

arranged a locksmith herself. Further, as she had no access to the common close for storage, her possessions had to be stored over the weekend. On contacting the Respondent on the Monday morning following the entry date, the Respondent's office staff could not locate a full set of keys and then delivered keys which were not for the Property. Ms. Silver later found out that it was the Respondent's joinery contractor who held the keys.

Respondent's Evidence

94. For the Respondent, Mr. Bar stated that Respondent does have a process to comply with this Section of the Code. He could not offer an explanation as to what went wrong on this occasion.

95. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 81

You must take reasonable steps to ensure keys are only given to suitably authorised people.

Applicant's Evidence

96. Ms. Silver's firm position was that the joinery contractor is not a suitable person to be holding keys to a rented flat.

Respondent's Evidence

97. For the Respondent, Mr. Bar stated that all contractors are vetted and so are suitably authorised to hold keys. He maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 84

You must give the tenant reasonable notice of your intention to visit the property and the reason for this. At least 24 hours' notice must be given, or 48 hours' notice where the tenancy is a private residential tenancy, 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.

Applicant's Evidence

98. Ms. Silver's complaint was that she was not given notice of an inspection in March 2023 and learned of this from a voicemail message by the Respondent which stated that access was not taken because of the presence of a dog. Ms. Silver stated that the intention of the Respondent to enter the flat when she was not present caused extreme upset.

Respondent's Evidence

99. For the Respondent, Mr. Bar could not comment as to what had happened but pointed out that it appeared to have been one isolated incident. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 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.

Applicant's Evidence

100. Ms. Silver's strong position was that the Property did not meet the statutory repairing criteria at the time it was advertised, when viewings were carried out and when the reservation deposit taken. She stated that the Respondent was aware of significant dampness on the bathroom wall but failed to deal with it properly. Accordingly, Ms. Silver's position was that the Respondent did not "have appropriate systems and controls in place to ensure these are done to an appropriate standard."

Respondent's Evidence

101. For the Respondent, Mr. Bar referred again to his evidence in respect of Sections 17, 19, 24 and 38. He explained that the FlixFlo system did not allow tenancy documents to be processed if there were any outstanding statutory requirements.

102. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 87

If emergency arrangements are part of your service, you must have in place procedures for dealing with emergencies (including dealing with out -of-hours incidents, if that is part of the service) and for giving contractors access to properties for emergency repairs.

Applicant's Evidence

103. Ms. Silver's complaint in this regard was that, on her moving in day, the emergency locksmith did not respond to multiple calls and later advised her that he had been instructed by the Respondent not to answer or call back unless the caller left a message. Ms. Silver stressed that this is not an effective procedure and it is one which caused her much distress.

Respondent's Evidence

104. For the Respondent, Mr. Bar stated that procedures are in place for emergencies. He could not comment on what went wrong with the emergency locksmith on this occasion and could not shed any light on the locksmith saying that he should not answer calls or call back unless a message is left.

105. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 89

When notified by a tenant of any repairs needing attention, you must manage the repair in line with your agreement with the landlord. Where the work required is not covered by your agreement you should inform the landlord in writing of the work required and seek their instructions on how to proceed.

Applicant's Evidence

106. Ms. Silver's evidence referred back to her detailed evidence in respect of the repairs which she intimated before the tenancy began and to those repairs which she notified to the Respondent immediately on taking entry to the Property. She listed these as damage caused by the electrical renovation such as poor quality decorating, loose electrical cables in the hall cupboard, filthy and destroyed carpets, ripped kitchen lino and a socket that had been fitted too close to the kitchen sink. In addition, she listed the items raised previously, being the missing kitchen unit and worktop and the gaps at the cooker, none of which had been attended to. With regard to later repair issues, Ms. Silver referred to the dampness in the bathroom. Her view was that the landlord was unlikely to have objected to any of these works but the repairs were not instructed.

Respondent's Evidence

107. For the Respondent, Mr. Bar referred to his previous evidence that the landlord had set a budget of £5,000.00 for the works. He stated that the Respondent's starting point was to ensure that the work necessary to ensure that the Property met the Repairing Standard was completed first and then other matters were attended to. He stated that the Respondent had liaised with the landlord who was satisfied that the essential work had been done and was not inclined to do more.

108. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 90

Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.

Applicant's Evidence

109. Ms. Silver's position led on from her complaint in respect of Section 89 of the Code. She stated that repairs notified before the tenancy began were not completed during the renovation work period, and although, some works were carried out in a reasonable time frame, the fridge freezer replacement and the shower repair were not. Ms. Silver stated that the majority of repairs were carried out and funded by her. Ms. Silver stressed that having work carried out whilst she was occupying and working from the Property caused extreme disruption.

Respondent's Evidence

110. For the Respondent, Mr. Bar accepted that the fridge freezer and shower should have been attended to more quickly. He accepted that timescales had not been communicated to Ms. Silver but stated that the repairs were being arranged "behind the scenes". He accepted that more could have been communicated to manage Ms. Silver's expectations.

111. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 91

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

Applicant's Evidence

112. Ms. Silver's firm view was that the Respondent did not comply with this section of the Code for the majority of the repair issues. She stated that she had to constantly "hound them by phone and email for months" without success. Ms. Silver stated that she eventually advised the Respondent that without a firm plan for the repairs, she would deal the repairs herself "and send them a bill". However, the Respondent flatly

advised her not to do so but the Respondent did not progress the work. Ms. Silver referred the Tribunal to the extensive repair work which she had carried out at her own expense.

Respondent's Evidence

113. For the Respondent, Mr. Bar accepted failings in respect of this Section of the Code.

Code Complaint 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.

Applicant's Evidence

114. Ms. Silver stated she did not have any communication from the Respondent regarding the dampness in the bathroom until she chased the repair at the Inspection in March 2023. She stated that the fireplace has never been attended to, decorating has not been redone, the carpets were not cleaned for months into the tenancy and the missing kitchen unit and worktop were fixed by herself. Her view is that the Respondent ignored or forgot about the repairs.

Respondent's Evidence

115. For the Respondent, Mr. Bar accepted failings in respect of this Section of the Code. Mr. Bar stated that the Respondent had been given £500.00 compensation for failing to comply with Sections 91 and 93 of the Code.

Code Complaint 94

You must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided.

Applicant's Evidence

116. Ms. Silver's position was that the Respondent did not pursue the contractors who carried out the renovation work and, in particular, the

decorator. She stated that the decorator told her that he had done exactly what he was told to do. Ms. Silver maintained that the Respondent ought to have managed the renovation work properly and conducted a thorough inspection before the entry date so that the work could have been remedied before she moved in to the Property.

Respondent's Evidence

117. For the Respondent, Mr. Bar's position was that the contractors carried out the work which they were instructed to do. He advised that the decorator had not been asked to carry out a full redecoration but to make good the décor following the electrical works.

118. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 100

You must not try to persuade or force the tenant to leave without following the correct legal process.

Applicant's Evidence

119. Ms. Silver's complaint in this regard, as set out in her complaint in respect of Section 28, is that one of the Respondent's property managers emailed stating that it was Ms. Silver's choice to remain in the Property or to leave. Ms. Silver's position was that as she was simply trying to resolve her issues with the Respondent and have repairs carried out, she viewed this statement as a threat.

Respondent's Evidence

120. For the Respondent, Mr. Bar's position was that the statement was made in the course of the informal complaint and that the meaning was no more than a statement of fact that if Ms. Silver was unhappy at the Property because of the interaction with the Respondent and the landlord, she might consider moving on.

121. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 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.

Applicant's Evidence

122. Ms. Silver's evidence was that it was a fair assumption that the Respondent could not have complied with this section of the Code for the previous tenant, as not only were there inaccuracies with the inventory, the electrical non-compliance and the fact that the gas fireplace did not work had gone unnoticed. Further, if the check-out had been carried out properly, the basement would have been cleared of rubbish. Had the Respondent done so, Ms. Silver would have been spared the "horrendous ongoing stress of this mess."

Respondent's Evidence

123. For the Respondent, Mr. Bar's position was that, as far as he was aware, the check out procedure had been followed. He maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 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.

Applicant's Evidence

124. Ms. Silver's position is that, although she attempted to resolve matters with an informal complaint, the Respondent did not reply in any

meaningful way causing Ms. Silver to chase multiple times which, in turn, generated confusing emails and resulted in Ms. Silver making a formal complaint. Ms. Silver stated that she had taken advice on this tactic and was advised that it was “soft coercion” on the part of the Respondent to persuade her to abandon her complaint and “go away”.

125. Ms. Silver stated that, although, formal complaint stages 2 and 3 were acknowledged quickly, the handling of the complaint was protracted with the Respondent requesting extensions to their stated timeframe. Ms. Silver stated that, even allowing for the Christmas and New Year period, she waited over 30 days for a response, that extensions were requested on the last day of each timescale and that there had been a lot of deliberate miscommunications to cause confusion. Ms. Silver pointed out that both the informal and formal complaints remain unresolved causing her significant stress and that this has left her feeling that she was not being taken seriously. The overall time is now in excess of two years and so is not a reasonable timescale.

126. Ms. Silver stated that she had asked for a three-year rent freeze and recovery of her costs as redress. Although the landlord made an offer, he then changed his mind.

Respondent’s Evidence

127. For the Respondent, Mr. Bar disagreed fully with Ms. Silver’s account. He stated that the complaints procedure allows for sufficient time to investigate complaints and that the escalation process at each stage was dealt with in line with procedure and by different senior managers. Mr. Bar pointed out that instructions were required from the landlord in respect of the offer, which the landlord then rescinded.

128. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 111

You must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.

Applicant's Evidence

129. Ms. Silver's strong and unequivocal evidence was that she has experienced abusive, intimidating and threatening communication from various members of the Respondent's staff, both junior and senior, throughout her tenancy.

130. With reference to her written submissions and productions, Ms. Silver spoke of "gaslighting" by staff members who did not respond to calls and emails and who refused to escalate her complaints. She stated that she considered the Respondent to have been "evasive, deflective and heavy handed", which taken together are a more subtle form of abuse. Ms. Silver considered that this behaviour was carried out multiple times by the Respondent's staff in all departments, and by both email and in phone calls. Ms. Silver viewed the complaint under Section 100 of the Code that she might leave the property if she was not happy as a direct threat to her tenancy.

131. Ms. Silver referred again to Mr. Bar's passive aggressive tone in emails which she stated has continued throughout the tribunal process.

132. Ms. Silver stated that she considered the decorator who called out aggressive and intimidating towards her because she had questioned the quality of his work.

133. Ms. Silver's position is that accumulation of this behaviour towards her has made her feel "walked on, unheard and dismissed" all of which is "the definition of abuse."

Respondent's Evidence

134. For the Respondent, Mr. Bar fully disputed Ms. Silver's complaints in this respect. He pointed out that it was the junior member of staff who was reduced to tears by Ms. Silver.

135. Mr. Bar stated that, in his view, there was nothing abusive or intimidating in any of the Respondent's dealings with Ms. Silver. With reference to an email from the then managing director, Mr. Bar stated that was firm but was not abusive. Mr. Bar stated that the director had stepped in because of the distress caused to the junior staff member.

136. With regard to the conduct of the decorator, Mr. Bar stated that the decorator had not reported any issues with Ms. Silver to the property manager. Mr. Bar stated that the decorator would have done so if there had been any unpleasantness with Ms. Silver.

137. With regard to his own behaviour, Mr. Bar strongly refuted that his approach was at all passive aggressive. He stated that he communicates daily with a range of tenants and landlords and is always sympathetic, aware of emotional well-being and is courteous. Mr. Bar completely rejected any suggestion of passive aggressive behaviour.

138. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 112

You must have a clear written complaints procedure that states how to complain to your business and, as a minimum, make it available on request. It must include the series of steps that a complaint may go through, with reasonable timescales linked to those set out in your agreed terms of business.

Applicant's Evidence

139. Ms. Silver withdrew this part of her complaint in her written submissions.

Code Complaint 113

The procedure must also set out how you will handle complaints against contractors and third parties; any recourse to the complaints procedures of a professional or membership body you belong to; whether you provide access to alternative dispute resolution services; if you are also subject to another regulatory body (for example the Scottish Legal Complaints Commission); and that a landlord or tenant (including former landlord or tenant) may apply to the Tribunal if they remain dissatisfied once your complaints process has been exhausted, or if you do not process the complaint within a reasonable timescale through your complaints handling procedure.

Applicant's Evidence

140. Ms. Silver's position is that the Respondent's complaints procedure does not comply with this part of the Code. She pointed out that, if the Respondent had a complaints procedure for contractors and third parties, this might have helped to resolve the issues created by the poor quality renovation work.

Respondent's Evidence

141. For the Respondent, Mr. Bar stated that the Respondent's procedure does include does comply with this part of the Code as evidenced in his submissions and productions. He maintained that the Respondent was not in breach of this Section of the Code.

Code Complaint 119

You must keep adequate records and accounts to show all dealings with client money.

Applicant's Evidence

142. Ms. Silver's complaint in this respect is that, when she asked for compensation for the works which she had carried out and funded, one of the Respondent's senior property manager made reference to Ms. Silver having been compensated but could not explain this further. Therefore,

Ms. Silver had no confidence in the Respondent having adequate accounting procedures.

Respondent's Evidence

143. For the Respondent, Mr. Bar explained that the property manager in question did not deal with accounts and would not be know where to find the appropriate account line.

144. Mr. Bar confirmed to the Tribunal that the Respondent had an account's section which deals with all financial matters. He confirmed that each property and landlord have separate accounting lines.

145. Mr. Bar referred the Tribunal to his written submissions and productions which showed a payment of £626.00 paid by the landlord to Ms. Silver for work she had paid for and to a further payment of £360.00 by the landlord to Ms. Silver to reimburse her for window repairs.

146. Mr. Bar maintained that the Respondent was not in breach of this Section of the Code.

Evidence in respect of compensation and other outcomes sought by Applicant

Parties' written submission

147. Ms. Silver set out her claim in respect of the following Heads of Claim:

1. Mental Health & Emotional Distress; 2. Loss of Career Opportunity; 3. Loss of Earnings; Out-of-Pocket Expenses; 4. Loss of Amenity; 5. Rent Overpaid and 6. Future Disruption.

148. For the Respondent, Mr. Bar had addressed each Head of Claim in turn.

Head of Claim 1

Mental Health & Emotional Distress

149. Ms. Silver seeks an amount of £7,000 in this respect and relies on breaches of the Code at Sections 17, 19, 21, 26, 28, 38, 68, 85, 90, 94 and 111

Applicant's Evidence

150. Ms. Silver spoke to her written submissions and productions lodged and narrated that at the time of entering into the tenancy, she was vulnerable, having recently returned to the UK after the death of her mother. She explained that she was met with “chaos, lies, and chronic neglect” from the Respondent due to their failings.

151. Ms. Silver rehearsed her evidence from the substantive Hearings and stressed that she had been ignored for years and had been routinely gaslit and intimidated by the Respondent. She cited rent arrears demands as examples of aggressive and inappropriate communications and stated that these have had a psychological impact, contributing to stress and anxiety. Ms. Silver's firm position was that the cause of her distress was the Respondent's staff. Ms. Silver repeated her the substantive evidence in respect of Sections 17, 19 and 28 of the Code.

152. Ms. Silver quantified her claim in this respect as £7,000.00. In respect of the way in which she quantified this, Ms. Silver advised that she based this on other tribunal decisions, conversations with a lawyer and conversations with others. Ms. Silver submitted that £195.00 per month was a reasonable sum.

153. Ms. Silver confirmed to the Tribunal that she had not had therapy or respite care for her symptoms and condition.

Respondent's Evidence

154. For the Respondent, Mr. Bar referred the Tribunal to the Respondent's evidence and written submissions in respect of the substantive complaints. He stated that the Respondent and Ms. Silver have differing views on the various complaints of abuse, 'harassment' and 'gaslighting'.

Mr. Bar stated that the Respondent did not consider it appropriate to challenge Miss Silver's experiences in relation to mental health and her emotional distress and recognised the sensitivity in this regard. Mr. Bar. however, was unequivocal that the Respondent was not the cause of this emotional distress nor were they a contributory factor.

155. Mr. Bar's view was that there were two different realities: that experienced by Ms. Silver and the facts of the matter as put forward by the Respondent.

156. With reference to the Respondent's written submissions in respect of the compensation claim, Mr. Bar noted that Ms. Silver had now made reference to new matters regarding two members of the Respondent's staff who had not been mentioned before. He refuted that any of this recent contact was 'harassing' or constituted a 'pattern of coercive behaviour'. Mr. Bar pointed out that one member of staff was attempting to arrange access in respect of the dampness and the other was undertaking routine debt recovery procedures in respect of rent due and owing.

157. Mr Bar strongly refuted Ms. Silver's claim under this Head.

Head of Claim 2

Loss of Career Opportunity

158. Ms. Silver seeks an amount of £6,500.00 in this respect and relies on breaches of the Code at Sections 17, 19, 21, 26, 28, 38, 67, 68, 85, 90, 94 and 111

Applicant's Evidence

159. With reference to the evidence at the substantive Hearings, her written submissions, the productions lodged by her and the witness statements

from her supporters, Ms. Steed and Ms. Watson at earlier Hearings, Ms. Silver submitted that this Head of Claim is not subjective but is verifiable.

160. She stated that she is self-employed and her income, reputation, and career development depend on her ability to have consistent focus and emotional resilience to maintain her reputation.

161. Ms. Silver stated that the Respondent's mismanagement forced her to project manage the renovation of the Property. She emphasised this exhausted her to the detriment of her working ability in a very real way and directly disrupted her ability to maintain emotional stability.

162. Ms. Silver emphasised that she undertook the renovation work out of necessity to bring the Property "up to scratch" in respect of lights, sockets and that her only option was to "move out or fix the Property" as she considered herself in "survival mode".

163. With reference her written submissions and the productions lodged by her, Ms. Silver listed the following career opportunities which were affected:

- a) The Riverside Festival in June 2022 in respect of which she was not asked to return to in 2023 as the emotional exhaustion caused by the Respondent in early 2022 had impacted her performance and damaged her professional relationship and ended her career in events.
- b) Crypto Recruit in July 2023: This was a leading edge technical recruitment agency from which she was forced to resign due to the effect of "burn out" caused by her living conditions.
- c) Newcore Opportunity in November 2024: Ms. Silver stated that an offer on attractive terms was withdrawn when she disclosed that the hearing dates for the tribunal proceedings meant that she could not comply with their start date.

- d) Tim Connolly and C-Enable Opportunity in April 2025: Ms. Silver explained that Mr. Connolly is the director of an executive recruitment business with whom she had been forging a relationship. She had expected to be given an opportunity worth around £10,000.00 but the offer was withdrawn because of the tribunal proceedings.
- e) General Reputation and Opportunities: Ms. Silver stated that the ongoing disruption and emotional exhaustion caused by the Respondent has impacted on her ability to focus on her startup.

Respondent's Evidence

164. For the Respondent, Mr. Bar referred the Tribunal to the Respondent's evidence and written submissions in respect of the substantive complaints and the written submissions in respect of the compensation claim.
165. Mr. Bar submitted that there is no evidence to link the Respondent to Ms. Silver's claim, directly or indirectly and no real evidence of either the claim or the losses.
166. Mr. Bar pointed out that Ms. Silver, of her own volition, undertook the refurbishment of the Property. He stated that it is the landlord and not the Respondent who has the obligation in respect of repairs and the landlord did not want to carry out the works to the extent that Ms. Silver wished.
167. Mr. Bar did not accept that Ms. Silver undertook the range of work out of necessity to bring the Property "up to scratch" as the Property met the Repairing Standard.
168. Mr. Bar did not accept that the photographs and videos which Ms. Silver had produced of the condition of the Property were relevant to the Respondent's role as letting agent.

Head of Claim 3

Loss of Earnings;

169. Ms. Silver seeks an amount of £50,000.00 in this respect and relies on breaches of the Code at Sections 17, 19, 21, 26, 28, 38, 67, 68, 85, 90, 94 and 111

Applicant's Evidence

170. Ms. Silver submitted that throughout her tenancy and the prolonged complaint and Tribunal process, she has lost substantial working time. She explained that as a self-employed recruiter, she depends entirely on consistent and focused work. Ms. Silver estimated that she has spent at least 100 hours preparing her application.

171. She estimated her financial loss to be a minimum of £50,000.00 and as much as £130,000.00.

Respondent's Evidence

172. For the Respondent, in respect of loss of earnings Mr. Bar's submission was similar to that in respect of Head of Claim 2: there is no evidence to link the Respondent to Ms. Silver's claim, directly or indirectly and no real evidence of either the claim or the losses.

Head of Claim 4

Out-of-Pocket Expenses

173. Ms. Silver seeks an amount of £11,000.00 in this respect and relies on breaches of the Code at Sections 17, 21, 26, 68, 85, 89, 90 and 94.

174. With regard to this Head of Claim, the Tribunal explained that judicial expenses were not normally awarded in tribunal proceedings and that the relevant Tribunal Rule is Rule 40 which states: *“(1) The First-tier Tribunal may award expenses as taxed by the Auditor of the Court of Session against a party but only where that party through unreasonable behaviour*

in the conduct of a case has put the other party to unnecessary or unreasonable expense. (2) Where expenses are awarded under paragraph (1) the amount of the expenses awarded under that paragraph must be the amount of expenses required to cover any unnecessary or unreasonable expense incurred by the party in whose favour the order for expenses is made.”

Applicant’s Evidence

175. In respect of actual project management of the repairs, renovations, and urgent property issues from December 2021 onwards, Ms. Silver submitted that she estimated that she had spent 1,248 hours as she had to “down tools” for 4 -6 months to deal with stripping walls, filling holes and chasing unresolved complaints with the Respondent. In addition, she estimated that she spent weeks of time preparing submissions and evidence bundles for the Tribunal hearings.

176. Ms. Silver submitted that her focus on her paid work was disrupted by continued harassment and aggressive communications from the Respondent from October 2024 through to 2025. She stressed that the disruptions were not occasional but were sustained over three and a half years.

177. With reference to the evidence at the substantive Hearings her written submissions, the productions lodged by her in respect of the extensive works which she carried out at the Property, Ms. Silver stressed to the Tribunal that this work was necessary because the Respondent had mismanaged and failed to coordinate essential repairs and as the Respondent had ignored her, she had no choice but to carry out substantial repair and renovation works at her own cost. She maintained that the work was not discretionary but essential to make the Property safe, legally compliant, and habitable under the Repairing Standards regulations.

178. Ms. Silver referred the Tribunal to the numerous productions lodged by her which catalogued the work undertaken and paid for by her and evidenced this with photographs and proof of payment.

Respondent's Evidence

179. In respect of the costs incurred by Ms. Silver for the work carried out at the Property, Mr. Bar drew the Tribunal's attention to emails which he stated Ms. Silver had sent to the landlord at around the beginning of the tenancy, the wording of which had been lodged as part of the Respondent's written submissions. Mr. Bar stated that Ms. Silver wrote *"...happy to make these investments into bringing your place up to a nice finish but I'm worried that if I do (to the tune of around £5000++) that you'll suddenly come back or sell the flat and I won't get the benefit of it..."*.

180. Mr. Bar further referred the Tribunal to emails lodged in which Ms. Silver instructed the Respondent writing: *"I also want it to be properly communicated to Peter Devers that my intention with the painting, decorating, railings and tree removal is to foot the bill myself. Obviously, I would welcome a contribution if he wants to make one. A way I thought that could be done without too much hassle would be a renegotiation of the rental cost to offset the costs I incur. But like I said, it's not my intention to demand Peter pays for any of it as I completely understand that he might not have millions in the bank at the moment..."*

181. Mr. Bar referred the Tribunal to a reply from the Respondent to Ms. Silver which appears to confirm that the landlord had provided instructions that he agreed to Ms. Silver decorating the property at her own cost.

182. Mr. Bar questioned the costings submitted by Ms. Silver and noted that there appear to be discrepancies and double counting. He noted that

initially the kitchen repairs were replacement of a unit and a worktop but multiple units had been purchased

183. Mr. Bar submitted that, in any event, the cost of carrying out essential repair and maintenance at the Property are the landlord's responsibility and not the Respondent's. He emphasised again that the email correspondence showed that Ms. Silver willingly undertook an upgrade of the Property at her own expense and in the knowledge that the landlord would not reimburse her.

Head of Claim 5

Loss of Amenity and Rent Overpaid.

184. Ms. Silver seeks an amount of £11,000.00 in this respect and relies on breaches of the Code at Sections 17, 21, 26, 68, 85, 89, 90 and 94

Applicant's Evidence

185. Ms. Silver stated that her claim is significant as the ongoing loss of amenity in the Property is due directly to the Respondent's mismanagement, negligence, and failure to address critical defects in the Property.

186. Ms. Silver set out her claim in two phases. Phase 1 is December 2021 to December 2022 during which she submitted that there was no legally compliant electrical system at start of tenancy as there was an invalid EICR, incomplete renovation works such as missing kitchen fixtures, unsafe flooring, a capped fireplace and persistent dampness made the Property unsafe and uninhabitable,

187. Ms. Silver submitted that these issues at the Property equated to an entitlement to a 50% rent rebate. She advised that she limited her claim to £4,000.00 in this respect.

188. With regard to Phase 2, January 2022 to April 2025, Ms. Silver submitted that, although the Property had been made habitable by her efforts, the dampness in the bathroom persists causing her daily disruption and hygiene concerns, affecting her health and emotional wellbeing and preventing the full use of the Property.

189. Ms. Silver submitted that these issues at the Property equated to an entitlement to a 20% rent rebate for 28 months amounting to £4,000.00.

Respondent's Evidence

190. For the Respondent, Mr. Bar submitted that these matters are the landlord's responsibility and not the Respondents.

191. Mr. Bar stated that he is aware that the dampness on the bathroom wall is an outstanding issue and explained that the landlord cannot make progress with this as Ms. Silver refuses access to the Property.

Head of Claim 6

Future Disruption

192. Ms. Silver stated that she did not seek a financial amount in this respect but sought Orders to ensure that work would be carried out and she would be given protection. She relies on breaches of the Code at Sections 26, 28, 38, 67, 68, 90, 108 and 111 94.

193. Having considered Ms. Silver's written submissions, the Tribunal advised that these are not Orders which the Tribunal cannot competently grant as they are speculative and apply to third parties.

Additional Evidence before the Tribunal

194. In addition to hearing from the Parties, the Tribunal had a significant amount of written material and productions lodged by both Parties of their

own accord or in response to the Directions issued and to which the Tribunal gave consideration.

Tribunal's assessment of the Evidence

195. The Tribunal found that both Ms. Silver and Mr. Bar were, on the whole, truthful in their evidence. However, the Tribunal found that Ms. Silver's evidence was prone to exaggeration and hyperbole which increased with each Hearing session. This tendency was reflected in her written submissions. Mr. Bar had had no direct involvement in the initial issues between the Parties and so spoke to the Respondent's records. If he did not have direct knowledge of a particular point, he said so and did not seek to speculate. Accordingly, the Tribunal considered Ms. Silver's evidence to be less reliable than Mr. Bar's.

Findings in Fact

196. The Tribunal made the following Findings in Fact:

- a. Ms. Silver has been the tenant of the Property since 11 December 2021.
- b. The Property was advertised for let on the Rightmove website around late October 2021, which advert included photographs of a fire and fireplace in the Property.
- c. The start date of Ms. Silver's tenancy was delayed from the end of October 2021 until 11 December 2021.
- d. The reason for the delay was that the EICR for the Property had to be renewed and electrical work was needed for a valid EICR to be put in place,
- e. There is an EICR dated 4 December 2021 for the Property.
- f. Prior to moving into the Property, Ms. Silver intimated to the Respondent that repairs and decoration were required.
- g. The landlord's instruction to the Respondent was to carry out works to the Property to a maximum cost of £5,000.00 and this intention was relayed to Ms. Silver.

- h. On taking entry to the Property, Ms. Silver raised repair and decoration complaints with the Respondent, including intimating that the fire in the living room was not operational.
- i. Ms. Silver has carried out various works within the Property, including removing the fire and fireplace and installing another, at her own cost.
- j. Ms. Silver was aware that the landlord would not reimburse her for her costs.
- k. The landlord reimbursed Ms. Silver for window repairs.
- l. There have been on-going repair notifications by Ms. Silver to the Respondent throughout the tenancy, including dampness to the bathroom wall which remains unresolved.
- m. Ms. Silver has not taken any action against the landlord.
- n. Ms. Silver has received £500.00 compensation from the Respondent for service failings.

Decision and reasons for the decision

Code Complaint 17

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

197. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code.

198. The Tribunal found no evidence that the Property did not meet the Repairing Standard at the start of Ms. Silver's tenancy. The Tribunal agree with the Respondent that, as the Repairing Standard applies to tenanted properties, a valid EICR was not required for marketing and that the décor and condition of the carpets do not form part of the Repairing Standard.

199. The Tribunal had no evidence that the Respondent deceived or tried to deceive Ms. Silver. The Tribunal's view is that the Respondent was open and clear with Ms. Silver in respect of the landlord's position on the repair work. From the email correspondence lodged by the Parties, it is clear to the Tribunal that the Respondent relayed the landlord's position to her.

200. From the email chains, there is no evidence the Respondent ignored Ms. Silver, was not truthful to her or was not fair and reasonable to her. The Tribunal agrees with Mr. Bar that it was Ms. Silver who acted and wrote in an unpleasant manner when dealing with the Respondent's staff, to the extent that a director of the Respondent intervened.

Code Complaint 19

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

201. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code.

202. There is no evidence that the Property was not habitable when it was advertised and when the tenancy was agreed. The Tribunal's view is that Ms. Silver's expectations in respect of the work which the landlord intended to do were unreasonably high and without foundation. There is no evidence that the Respondent told Ms. Silver that the landlord would go over this budget, do more than "freshen up" decor or carry out particular works to Ms. Silver's specifications or expectations.

203. Ms. Silver, by her own evidence had viewed the Property twice and was aware of its condition. She was aware that the landlord had a fixed budget. It was she who offered to the landlord to carry out additional works of her choosing and at her expense.

204. The Tribunal notes that the Respondent did not allow the tenancy agreement to be signed until a valid EICR was in place and the system for detecting for complied with the regulations which were in force at that time. This information was explained to Ms. Silver. This is evidence that the Respondent was responsible and ensured that their landlord's compliance with his statutory duties and is not evidence that the Respondent provided information that is deliberately or negligently misleading or false.

205. There is no evidence that the Property was "unliveable" at the tenancy start date. The condition of the Property was clearly not to Ms. Silver's liking but this does not make it "unliveable" or failing to meet the statutory standards.

Code Complaint 20

You must apply your policies and procedures consistently and reasonably.

206. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific breach of any particular procedure or policy. The Tribunal found Ms. Silver's evidence to be speculative.

Code Complaint 21

You must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way.

207. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failing in this regard. The Tribunal found Ms. Silver's evidence to be speculative. The Tribunal accepted Mr. Bar's evidence in its entirety.

Code Complaint 23

You must ensure all staff and any sub -contracting agents are aware of, and comply with, the Code and your legal requirements on the letting of residential property.

208. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failing. The Tribunal found Ms. Silver's evidence to be speculative.

209. The Tribunal accepted Mr. Bar's evidence in its entirety. procedure or policy.

Code Complaint 24

You must maintain appropriate records of your dealings with landlords, tenants and prospective tenants. This is particularly important if you need to demonstrate how you have met the Code's requirements.

210. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failing. The Tribunal found Ms. Silver's evidence to be speculative. The Tribunal accepted Mr. Bar's evidence that records are not maintained in separate locations or systems. The Tribunal did not consider this to be incompatible with this section of the Code.

Code Complaint 26

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

211. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failing. The Tribunal found Ms. Silver's evidence to be speculative and exaggerated. The Tribunal accepted Mr. Bar's evidence in its entirety.

Code Complaint 28

You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

212. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. For the reasons set out in above with regard to the complaints of breaches of section 17 and 19 of the Code, the Tribunal found no evidence of abusive, intimidating or threatening behaviour, subtle or otherwise, on the part of the Respondent.

213. Ms. Silver's evidence was fulsome in respect of her feelings and personal reactions. She referred to two issues: an email stating that it was her choice to remain in the Property and Mr. Bar's writing style. With regard to the email, the Tribunal's view is that, given Ms. Silver's obvious dissatisfaction with the Property, the landlord and the Respondent and her emotional state at that time, the email was a reasonable comment as the immovables in the equation were the Property, the landlord and the Respondent. The Tribunal considered it fair of the Respondent to suggest that, in the interest of her own health, Ms. Silver might consider giving up the tenancy and, beyond that, placed no pressure on Ms. Silver.

214. With regard to Mr. Bar's writing style, the Tribunal found it be courteous and accepted that he had a customary approach, as many customer service professionals do, to begin his emails with a pleasantries. The Tribunal found nothing untoward in this and did not consider that Mr. Bar intended any slight on Ms. Silver. The Tribunal noted that some of Ms. Silver's emails begin with similar pleasantries.

Code Complaint 38

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

215. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. For the reasons set out in above with regard to the complaints of breaches of section 17 and 19 of the Code, the Tribunal was satisfied that the advertising and marketing was accurate.

216. With regard to the fire, the Tribunal accepted that fire was not working and accepted Mr. Bar's evidence that this had not been recorded on the Respondent's notes. The Tribunal was satisfied that the Respondent did not act "knowingly or negligently" in this regard.

Code Complaint 45

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

217. As Ms. Silver accepted that she had received this, the Tribunal found that the Respondent has complied with this section of the Code.

Code Complaint 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.

218. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. For the reasons set out above with regard to the complaints of breaches of section 17, 19 and 38 of the Code, the Tribunal was satisfied that the Respondent did not omit relevant omit relevant information or evade questions.

219. There was no evidence that Respondent required to advise Ms. Silver at the viewing stage that an updated EICR was needed. When it became apparent that a new EICR was required and the fire detecting system required to be update, the Respondent immediately made Ms. Silver of this.
220. With regard to the renovations, the work required was not needed to bring the Property up to the Repairing Standard and Ms. Silver was made aware of the landlord's intentions and budget restriction.
221. There was no evidence that there was anything further untoward at the pre-tenancy stage. The Tribunal did not accept Ms. Silver's evidence that the property manager played down the severity of the renovation and certification issues, as there was none "to play down".

Code Complaint 67

If there is delay in handing over the property to the tenant on the agreed date, you must inform them of this and explain why as soon as possible.

222. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code.
223. The Tribunal accepts that there were delays with the tenancy entry date and accepts that Ms. Silver was inconvenienced to a great extent. However, there is no evidence that the Respondent delayed advising her of the delays or did not explain the reasons. The evidence is to the contrary, that the Respondent kept Ms. Silver fully informed.

Code Complaint 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 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.

224. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. The obligation on the Respondent in this section is to produce and agree an inventory. The evidence shows that the Respondent produced an inventory and attempted to agree it with Ms. Silver.

Code Complaint 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 a specific reasonable timescale. Once agreed, the inventory should be signed and returned.

225. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. The obligation on the Respondent in this section is, if a tenant is not present when the inventory is taken, the Respondent should ask the tenant to check and to raise, in writing, any changes or additions. The evidence shows that the Respondent produced an inventory and sent this to Ms. Silver to check and to raise any changes or additions, which she, in turn, did.

Code Complaint 71

You must provide the tenant with a signed copy of the inventory for their records.

226. Having considered all of the evidence, the Tribunal is of the view that the Respondent has not failed in respect of this section of the Code. The Tribunal's view is that as there is no agreed and signed inventory, one cannot be provided to Ms. Silver.

Code Complaint 72

If the tenant asks in writing for the landlord's name and address, you must tell them free of charge within 21 days.

227. Having considered all of the evidence, the Tribunal is of the view that the Respondent has not failed in respect of this section of the Code. The Tribunal accepts and agrees with Mr. Bar's evidence that the request by Ms. Silver to be put in touch with the landlord falls short of what the tenant must do to obtain this information.

Code Complaint 74

If you carry out routine visits/inspections, you must record any issues identified and bring these to the tenant's and landlord's attention where appropriate (see also paragraphs 80 to 84 on property access and visits, and paragraphs 85 to 94 on repairs and maintenance).

228. Having considered all of the evidence, the Tribunal is of the view that the Respondent has not failed in respect of this section of the Code. The obligation on the Respondent in this section is to record issues reported. It is not to give notice or to beyond making tenant and landlord aware of the issue. There is no evidence that the Respondent did not make the landlord aware of the issues raised at the June 2023 inspection.

Code Complaint 80

If you hold keys to the properties you let, you must ensure they are kept secure and maintain detailed records of their use by staff and authorised third parties – for instance, by keeping keys separate from property

information and holding a record of the date the keys were used, who they were issued to and when they were returned.

229. Having considered all of the evidence, the Tribunal is of the view that the Respondent has not failed in respect of this section of the Code. The obligation on the Respondent in this section is to ensure safekeeping of keys and to maintain records in this regard. The evidence before the Tribunal is, not there is no process to comply with this section of the Code, but that the process was not effective.

230. There is no doubt that Ms. Silver was inconvenienced greatly. The Tribunal notes that the Respondent accepts a customer service failing and has already compensated Ms. Silver.

Code Complaint 81

You must take reasonable steps to ensure keys are only given to suitably authorised people.

231. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific reason as to why the contractor should not have been given the keys. The Tribunal found Ms. Silver's evidence to be speculative. The Tribunal accepted Mr. Bar's evidence a vetted approved contractor is suitably authorised.

Code Complaint 84

You must give the tenant reasonable notice of your intention to visit the property and the reason for this. At least 24 hours' notice must be given, or 48 hours' notice where the tenancy is a private residential tenancy, 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.

232. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. From the written representations, the Tribunal is satisfied that the Respondent attempted to give prior notice. The Tribunal accepts that, for whatever reason, Ms. Silver may not have been aware of this. The Tribunal noted that this occurred on one occasion. In all the circumstances the Tribunal was not persuaded that this incident was sufficient to amount to a breach of this section of the Code.

Code Complaint 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.

233. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no specific evidence of any breach of this section of the Code. The Tribunal found Ms. Silver's evidence to be speculative and based on assumptions. The Tribunal accepted Mr. Bar's evidence that the Respondent records maintenance and repairs on their FlixFlo system and accepts that that system has safeguards to prevent tenancy documents to be processed if there were any outstanding statutory requirements.

Code Complaint 87

If emergency arrangements are part of your service, you must have in place procedures for dealing with emergencies (including dealing with out-of-hours incidents, if that is part of the service) and for giving contractors access to properties for emergency repairs.

234. Having considered all of the evidence, the Tribunal is of the view that the Respondent has not failed in respect of this section of the Code. The obligation on the Respondent in this section is to have a procedure in place for emergency repairs. The evidence before the Tribunal is, not there is no procedure to comply with this section of the Code, but that the procedure was not effective.

235. There is no doubt that Ms. Silver was inconvenienced greatly. The Tribunal notes that the Respondent accepts a customer service failing and has already compensated Ms. Silver.

Code Complaint 89

When notified by a tenant of any repairs needing attention, you must manage the repair in line with your agreement with the landlord. Where the work required is not covered by your agreement you should inform the landlord in writing of the work required and seek their instructions on how to proceed.

236. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. There is no evidence of the Respondent's agreement with the landlord in respect of repair handing and no evidence of a specific breach of this section of the Code. The Tribunal found Ms. Silver's evidence to be speculative and based on assumption.

237. In any event, for the reasons set out above with regard to the complaints of breaches of section 17, 19 and 38 of the Code, the Tribunal was satisfied that the Respondent informed the landlord of the repairs reported by Ms. Silver. From the written representations, the Tribunal is satisfied that the Respondent continues to report to the landlord on the remaining repair, being the dampness in the bathroom.

Code Complaint 90

Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.

238. Having considered all of the evidence, and in particular, the Respondent's acceptance that the fridge freezer replacement and the shower repair were not carried out promptly, the Tribunal finds that the Respondent has not complied with this section of the Code to that extent only.

Code Complaint 91

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

239. Having considered all of the evidence, and in particular, the Respondent's acceptance that the fridge freezer replacement and the shower repair were not carried out promptly, the Tribunal finds that the Respondent has not complied with this section of the Code to that extent only.

Code Complaint 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.

240. Having considered all of the evidence, and in particular, the Respondent's acceptance with regard to Sections 91 and 92 of the Code, the Tribunal finds that the Respondent has not complied with this section of the Code to that extent only.

241. The Tribunal notes that the Respondent had been given £500.00 compensation for failing to comply with Sections 91 and 93 of the Code.

Code Complaint 94

You must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided.

242. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. There is no evidence no evidence of a specific breach of this section of the Code.

The evidence is that the decorator was instructed to return to the Property to redo his work which is in compliance with this section of the Code. The Tribunal accepts Mr. Bar's evidence that the contractors carried out the work which they were instructed to do.

Code Complaint 100

You must not try to persuade or force the tenant to leave without following the correct legal process.

243. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. For the reasons set out above with regard to the complaint of breach of section 28 of the Code, the Tribunal was satisfied that the Respondent did not try to persuade or force the tenant to leave without following the correct legal process.

244. Ms. Silver's complaint in this regard was the email stating that it was Ms. Silver's choice to remain in the Property or to leave which Ms. Silver viewed as a threat. There is no evidence that the Respondent attempted any form of illegal eviction or wrongful termination of the tenancy and no evidence that the Respondent made any further mention of Ms. Silver removing from the Property. There was no evidence that the correct legal process would not be followed.

Code Complaint 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.

245. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failing. The Tribunal found Ms. Silver's evidence to be speculative and based on assumption.

246. The Tribunal accepted Mr. Bar's evidence in its entirety. procedure or policy.

Code Complaint 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.

247. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no evidence of any specific failings. The Tribunal found Ms. Silver's evidence to be vague in respect of detail but fulsome in respect of her reactions and feelings.

248. The Tribunal accepted Mr. Bar's evidence in its entirety.

Code Complaint 111

You must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.

249. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code. For the reasons set out above with regard to the complaints of breaches 17, 19, 28 and 100 of the Code, the Tribunal was satisfied that the Respondent did not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.

250. Ms. Silver's evidence rehearsed and restated her evidence in respect of her complaints of breaches 17, 19, 28 and 100 of the Code. She referred to being "gaslit" and abused by being "walked on, unheard and dismissed" but, other than list her feelings did not give any specific detail. There is no evidence that Ms. Silver's correspondence was not dealt with and so no evidence that she was ignored or unheard. Other than the

matters already discussed and dealt with in this Decision there is no evidence of abusive language, intimidation or threats.

251. As Mr. Bar pointed out, there is evidence that Ms. Silver's conduct which reduced a staff member to tears, conduct with Ms. Silver accepts.

252. The Tribunal found Ms. Silver's evidence in respect of this complaint wholly unreliable and accepted Mr. Bar's evidence in its entirety.

Code Complaint 113

The procedure must also set out how you will handle complaints against contractors and third parties; any recourse to the complaints procedures of a professional or membership body you belong to; whether you provide access to alternative dispute resolution services; if you are also subject to another regulatory body (for example the Scottish Legal Complaints Commission); and that a landlord or tenant (including former landlord or tenant) may apply to the Tribunal if they remain dissatisfied once your complaints process has been exhausted, or if you do not process the complaint within a reasonable timescale through your complaints handling procedure.

253. Having considered all of the evidence and having sight of the complaints procedure as lodged with the productions, the Tribunal is of the view that the Respondent has complied with this section of the Code.

Code Complaint 119

You must keep adequate records and accounts to show all dealings with client money.

254. Having considered all of the evidence, the Tribunal is of the view that the Respondent has complied with this section of the Code as there was no specific evidence of any breach of this section of the Code. The Tribunal found Ms. Silver's evidence to be speculative and based on assumption. She stated that she had no confidence in the Respondent

based on a conversation with a property manager who had no knowledge of the detail of compensation given to Ms. Silver.

255. The Tribunal accepted Mr. Bar's evidence that not every staff member has access to every piece of information. The Tribunal accepted Mr. Bar's evidence that the Respondent has an account's section which deals with all financial matters and that each property and landlord have separate accounting lines.

Letting Agent Enforcement Order (LAEO)

256. Having determined that the Respondent had failed to comply with Sections 90, 91 and 93 of the Code, the Tribunal had regard to Section 48 (7) of the Act which states: "Where the Tribunal decides that the letting agent has failed to comply, it must by order (a "letting agent enforcement order") require the letting agent to take such steps as the Tribunal considers necessary to rectify the failure."

257. Therefore, the Tribunal was bound to make a LAEO.

258. The Tribunal then had regard to the outcomes sought by Ms. Silver as set out in the Application. These are: appropriate compensation of at least £5,500.00 of expenses for repairs; loss of earnings and stress; outstanding issues to be taken care off immediately; to continue tenancy at the current rent offering of £750 a month for the next 3 years; a guarantee that deposit will be returned in full on leaving; formal apology from staff who have been abusive and negligent and a guarantee to do better in future; until an agreement has been reached, not to be chased for rent arrears by debt collection department.

259. Although not restricted to or bound by the outcomes sought by Ms. Silver as Applicant the Tribunal gave consideration to them.

260. With regard to compensation, the Tribunal noted that none of the Code complaints alleged by her had been upheld and so the Tribunal was not required to consider this in detail. The Tribunal took the view that the

Respondent's failures to comply were minimal and not significant. The Tribunal had regard to the fact that Ms. Silver had already been compensated in the sum of £500.00. Therefore, the Tribunal did not consider it necessary to make a further order for compensation.

261. With regard to the other outcomes sought by Ms. Silver, the Tribunal's view is that these are all actions and obligations which fall to the landlord and are out with the control of the Respondent. The Tribunal's view is that it is not competent for the Tribunal to make an order which, in effect, binds a third party. Accordingly, the Tribunal makes no order in regard of these outcomes.

262. The Tribunal then had regard to its findings in respect of the failures to comply with Sections 90, 91 and 93 of the Code and took the view that it could deal with these together. The Tribunal considered that communication was at the root of these failures and so determined to order the Respondent to review their repairs procedure to include specific actions in respect of prompt updating to tenants.

263. This decision is unanimous.

Appeal

In terms of section 46 of the Tribunals (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.

Karen Moore

Signed

Karen Moore, Chairperson

11 November 2025

