

Housing and Property Chamber

First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

STATEMENT OF DECISION: in respect of an application under section 48(1) of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/LA/25/4055

Flat 3/2, 66 White Street, Glasgow, G11 5ED ("the Property")

The Parties:-

Mr Jogvan Heindrikur Djurhuus, Flat 3/2, 66 White Street, Glasgow, G11 5ED ("the Applicant")

Infiniti Properties Management Ltd, 2G Ingram House, 227 Ingram Street, Glasgow, G1 1DA ("the Letting Agent")

Tribunal Members

Miss Gillian Buchanan (Legal Member)

Ms Elizabeth Williams (Ordinary Member)

Decision

The Tribunal determined that the Letting Agent has not failed to comply with paragraphs 18, 87, 88, 89, 90 and 91 of the Code of Practice for Letting Agents and therefore refuses the application.

Background

1. By application dated 22 September 2025, the Applicant applied to the Tribunal for a determination on whether the Letting Agent had failed to comply with paragraphs 18, 87, 88, 89, 90 and 91 of the Code of Practice for Letting Agents ("the Code"). The Application is made under Section 48 of the Housing (Scotland) Act 2014.
2. By decision dated 28 November 2025, a Convenor on behalf of the President of the Tribunal (Housing and Property Chamber) decided to refer the application to a Tribunal.
3. A Case Management Discussion ("CMD") was assigned to take place on 4 August 2026.
4. Prior to the CMD the Letting Agent lodged with the Tribunal written representations and productions by email dated 16 June 2026.
5. Prior to the CMD and by email dated 25 June 2026 the Applicant lodged with the Tribunal further written representations.

6. The Applicant is the tenant of the Property.
7. The Letting Agent is the contracted managing agent for the landlord of the Property. The landlord is Irena Barbara Campbell Hammond ("the Landlord").
8. The application arises out of the Applicant being unable to take access to the Property from around 7pm on 15 August 2025 due to a lock on the external door malfunctioning.

The CMD

9. The CMD took place on 4 August 2026 by telephone conference. The Applicant attended the CMD and the Letting Agent was represented by Ms Anne McPartlin.
10. Paragraph 18 of the Letting Agent Code of Practice states:-

"18.

You must provide information in a clear and easily accessible way."

11. Paragraphs 87 to 91 of the Letting Agent Code of Practice state –

"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.

88.

You must give the tenant clear information about who will manage any repairs or maintenance, as agreed with the landlord and set out in the tenancy agreement. This includes giving them relevant contact details (e.g. you, the landlord or any third party) and informing them of any specific arrangements for dealing with out-of-hours emergencies.

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.

90.

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

91.

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

Submissions by the Applicant

12. The Applicant made the following oral submissions -
 - i. At the outset of the CMD the Tribunal asked the Applicant to narrate the wording clearly missing from paragraph 6(b) of the application. He read the missing words as follows:-
"... but no one answered. After this I found a private locksmith one hour away I then tried calling Infinity Properties emergency line several times but calls were unanswered. Infinity Properties confirmed the emergency locksmith's unavailability and I was told that arranging an alternative contractor could take up to four hours as they had to work through an approved list. I offered the details of the locksmith I had found but was told I must follow their procedures and would not be reimbursed

if I acted independently. When I asked about emergency accommodation due to cold and unsafe conditions I received no response. I was also expecting one locksmith to become available so felt I could not leave the property. Around 2:30am when I called Infinity Properties to check on progress I was told they could not do anything for me and I should act independently. I again enquired about emergency accommodation to no avail and because of these delays and poor communications the locksmith I had found had become unavailable and I had to spend the night in the cold, damp and mouldy conditions of the close. This situation was distressing and unacceptable and known to Infinity Properties emergency line. I called again around 7:00am to ask if a locksmith was available and was told to contact them during office hours. The situation was resolved at 9:00am when I contacted the office manager and a contractor was sent almost immediately with the contractor removing the faulty lock by 10am. I formally complained and requested compensation for the distress caused. Infinity Properties responded that I reported the problem too late, denied liability, stated that they would have offered compensation if I'd gone to a hotel and offered a £50 goodwill gesture. After further correspondence the company increased their offer to £100. After consulting the Citizens Advice Bureau I proposed compensation equivalent to one weeks rent but the company rejected that proposal. The process of filing this claim has been stressful and burdensome and any compensation should take this into account."

- ii. The Tribunal also asked the Applicant to narrate the wording missing from paragraph 6(d) of the application. He read the missing words as follows relative to a fourth bullet point:-

"Clarify and align information about emergency accommodation and alternative repairs ensuring transparency and consistent tenant support".

- iii. The Applicant said there were 3 locks on the external entrance door into the Property. There were three keys for the three locks.
- iv. The Applicant referred to the problem being with the "warded lock". The Tribunal asked what that meant and the Applicant said these words were used by the contractor.
- v. In an effort to access the Property that Applicant tried everything that avoided breaking the door such as pushing the door and trying all the keys.
- vi. The key would enter the lock but not turn. He eventually thought he had the wrong one. Many of his keys looked the same.
- vii. He thought the key may have become bent so decided to wait for his flatmate as it would be unlikely that two keys would be bent.
- viii. He assumed the issue was "user error" rather than a problem with the lock itself.
- ix. The Applicant said that he and his flatmate generally only locked one of the locks and would only rarely lock multiple locks. He said he did not lock the one that gave the problem. His flatmate had done so. That lock would not normally be used. The Applicant thought he was away at the time and had returned after a trip. He thought the key might not have been on his keychain at all but also said he carries all the keys.
- x. The Tribunal suggested the problem must have been a key issue or a lock issue. The Applicant said there was no point contacting the Letting Agent and incurring cost if it was a key problem. He wanted to wait for his flatmate. He could have copied a new key from his flatmate's key if necessary.
- xi. The Applicant accepted that his first contact with the Letting Agent regarding access to the Property was at 00:45. The Applicant said that he was aware of the problem

- slightly earlier and had started calling various locksmiths including the one whose details were provided by the Letting Agent around 00:19. There was no answer from that locksmith. He said there are not many locksmiths in Glasgow.
- xii. He called the Letting Agent's emergency line. He did not know who he spoke to. That person did not want to take any responsibility for giving guidance and was not the main decision maker.
 - xiii. The Applicant's flatmate spent the night with his girlfriend.
 - xiv. The Applicant said he had just got back to Glasgow and had no support network to call at that late hour.
 - xv. By then it was too late for hotels and the Applicant hoped a locksmith would be available at 7.00am.
 - xvi. The Applicant is studying for a doctorate in psychology.
 - xvii. The private locksmith identified by the Applicant was available at 7.00am which is why he then called the emergency line again but was told to wait until 9.00am.
 - xviii. In terms of financial compensation the Citizens Advice Bureau advised that the Applicant seek 1 weeks rent for inconvenience and distress plus lost income of £80. The Applicant receives a stipend for being a PHD student of £1700 per month to carry out research. The Applicant said he received the monthly stipend but had to work extra hours because he had poor performance on the day after sleeping in the close and had to recover the time lost. The Tribunal suggested there had been no loss on income only a loss of time.
 - xix. The Applicant said he expected the situation to be handled properly. He said there should be a list of locksmiths always available. It is not good enough that that the situation could not be resolved out of hours. He said he called every locksmith in Glasgow.
 - xx. The Applicant said his flatmate was originally to be back around 8pm or 9pm so waited as he knew his flatmate would be coming home to sleep. He had been away as well which is why the lock in question had been used.
 - xxi. The Tribunal asked if the Applicant had friends he could have contacted at 7pm if his flatmate had not been coming back. He said he would have probably called the Letting Agent in that event.
 - xxii. With regard to alternative accommodation the person to whom the Applicant spoke said she was not in a position to answer as there was no guarantee the cost could be recovered.
 - xxiii. The Applicant accepted he could have called the Letting Agent at 7pm when the problem first occurred.
 - xxiv. The Applicant referred to the "Contact Information Sheet" of the Letting Agent and to the statement that the emergency numbers should only be used in the case of an emergency and that a call out charge of £75 might be incurred. The Applicant interpreted the wording used as meaning that the call out charge would be incurred if there was not a real emergency and he wanted to check with his flatmate first which is why he waited.

Submissions for the Letting Agent

13. Ms McPartlin made the following oral submissions to supplement her written submissions –
 - i. The Applicant's call was first logged at 00:42. The call was flagged as an emergency and he was told to call the out of hours service.
 - ii. The Letting Agent outsources its out of hours service to Property Response 24 based in Cumbernauld which logged the Applicant's call at 00:52.
 - iii. The out of hours service report to the Letting Agent every day and their report is produced.

- iv. The Letting Agent does not have a preferred list of contractors as it is only a small business and has only one contact number for a locksmith therefore if that locksmith does not answer Property Response 24 will use their list. Given the time of the call the Letting Agent's locksmith did not answer.
- v. The Letting Agent offered reasonable compensation.
- vi. The rent is £915 per calendar month with effect from 7 June 2026. As at August 2025 the rent was £865 per calendar month.
- vii. Property Response only provide an out of hours service and their contractors have agreed to work out of hours and are paid a premium to do so.
- viii. Property Response only deal with maintenance issues and would not answer a question about whether a landlord would reimburse other costs.

The Tribunal adjourned to consider the application and the Letting Agent's response.

Findings in Fact

The Tribunal made the following findings in fact:-

- i. The Landlord leased the Property to the Applicant and Mr Lewis William Grant in terms a Private Residential Tenancy Agreement that commenced on 7 June 2021.
- ii. The Letting Agent is the Landlord's letting agent.
- iii. In Clause 18 of the PRT headed "THE REPAIRING STANDARD etc AND OTHER INFORMATION" and under the sub-heading "REPAIR TIMETABLE" the PRT states:-

"The Tenant undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair or emergency. The Landlord is responsible for carrying out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

The Tenant must allow the Landlord reasonable access to the Let Property to enable the Landlord to fulfil their duties under the repairing standard (see the clause on 'Access for Repairs')."

- iv. The Letting Agent previously provided to the Applicant their "Contact Information" sheet containing, amongst other details, the office hours of the Letting Agent (9am to 5pm) and the out of hours arrangements under the heading "Emergency Out of Hours Numbers" which include a mobile number for a Locksmith and an out of hours contact number where the named contractors are unable to assist. The sheet also contains reference to tenant charges where an out of hours call turns out not to be an emergency, and to a call out charge in excess of £75 payable to the locksmith when contacted out of hours.
- v. Out-of-hours emergency calls are handled on behalf of the Letting Agent by a third party supplier, namely, Property Response 24 Ltd ("Property Response").
- vi. The Applicant first discovered he could not open the "warded lock" of the external door of the Property at around 7pm on 14 August 2025. The key would enter the lock but not turn.
- vii. The Applicant contacted his flatmate in order that his flatmate's key could be tried. The flatmate was originally to be back around 8pm or 9pm. He did not arrive until some time later. His key did not work either.
- viii. The Applicant's first call to the Letting Agent's out of hours telephone number took place at around 00:45 on 15 August 2025, almost 6 hours after the failure of the lock was first identified.
- ix. The Applicant started calling locksmiths slightly earlier including the locksmith named on the Contact Information sheet received from the Letting Agent from whom there was no reply.

- x. Property Response was unable to secure the attendance of a locksmith given the lateness of the hour.
- xi. Property Response did not have authority to and therefore could not confirm to the Applicant that the costs of alternative accommodation would be reimbursed by the Landlord. In any event, by his own admission, by the time the Applicant spoke with Property Response it was too late to book a hotel and in any event the Applicant hoped a locksmith would be available at 7.00am on 15 August 2026.
- xii. It was reasonably practicable for the Applicant to contact the Letting Agent's out of hours number at 7.00pm when the failure of the warded lock first arose and he ought to have done so having regard to the undertaking given in clause 18 of the PRT.
- xiii. The Letting Agent's Contact Information sheet is clear and easily understandable.
- xiv. There is no requirement for the Letting Agent to maintain and/or provide to tenants a list of multiple locksmiths.
- xv. The letting Agent has in place emergency arrangements and procedures for dealing with emergencies (including dealing with out-of-hours incidents) and for giving contractors access to properties for emergency repairs.
- xvi. The Letting Agent instructed a contractor on an urgent basis at 9.00am on 15 August 2025 when their offices re-opened and the warded lock was repaired by 10.00am on 15 August 2025 when the Applicant obtained access to the Property.
- xvii. The repair of the lock was dealt with promptly and appropriately given the time at which the failure of the lock was intimated by the Applicant.
- xviii. The Applicant suffered no financial loss.

Reasons for Decision

- 14. The Tribunal carefully considered the documentation and written representations submitted by the parties and their oral submissions.
- 15. There are no material disputed matters of fact between the parties as to the chronology of events.
- 16. The Tribunal had regard to the terms of the Private Residential Tenancy Agreement ("the PRT") between the Applicant and the Landlord, particularly Clause 18 thereof headed "THE REPAIRING STANDARD etc AND OTHER INFORMATION". Under the sub-heading "REPAIR TIMETABLE" the PRT states:-

"The Tenant undertakes to notify the Landlord as soon as is reasonably practicable of the need for any repair or emergency. The Landlord is responsible for carrying out necessary repairs as soon as is reasonably practicable after having been notified of the need to do so.

The Tenant must allow the Landlord reasonable access to the Let Property to enable the Landlord to fulfil their duties under the repairing standard (see the clause on 'Access for Repairs')."

- 17. The Tribunal also noted the terms of the Letting Agent's "Contact Information" sheet and noted both the office hours of the Letting Agent (9am to 5pm) and the out of hours arrangements under the heading "Emergency Out of Hours Numbers" which include a mobile number for a Locksmith and an out of hours contact number where the named contractors are unable to assist. The sheet also contains reference to tenant charges where an out of hours call turns out not to be an emergency, and to a call out charge in excess of £75 payable to the locksmith when contacted out of hours.

18. The Applicant first identified he could not open the “warded lock” of the Property at around 7pm on 14 August 2025. His first call to the Letting Agent’s out of hours number took place at around 00:45 on 15 August 2025, almost 6 hours later. He said he started calling locksmiths “slightly earlier” including the locksmith named on the Contact Information sheet from whom there was no reply. Until then he was waiting for his flatmate to arrive at the Property to try his key which also did not unlock the lock in question.
19. The weekday out of hours arrangements run from 5pm on one day to 9am the following morning. A listed out of hours contractor such as the locksmith is likely to be more readily contactable in the early part of the evening, for example, than during the later part of the evening or the very early hours of the following morning. The contractor’s willingness to answer a call (or perhaps even his ability to hear a call if sleeping) during the most unsociable hours of the night is outwith the Letting Agent’s control. Indeed it appeared that not only was the Applicant unable to contact the locksmith named by the Letting Agent on their Contact Information sheet but Property Response had the same issues with their list of locksmiths. The common theme was the lateness of the hour. Having regard to the terms of the PRT the Applicant undertook to and therefore should have notified the Letting Agent as agent for the Landlord much earlier than 00:45 on the day after the lock did not operate. It was reasonably practicable for him to give notification of the issue with the lock at 7.00pm or shortly thereafter. Had he done so it seems more likely that a resolution could have been achieved. The Applicant simply contacted his flatmate and awaited his return.
20. In the application at paragraph 6(c) the Applicant states -

“I was forced to sleep roughly on the landing outside the flat due to the unresolved lock issue. This caused significant stress and exhaustion, making me unable to work that day or the following days as I needed to recover lost sleep. The situation severely disrupted my routine and wellbeing.”

The Applicant was not “forced” to sleep on the landing outside the Property. It was reasonably practicable for him to contact the Letting Agent’s out of hours number at 7.00pm when the issue first arose (or even within an hour or two thereafter). Indeed he obliged himself contractually to do so having regard to the terms of the PRT. Had that happened the situation may have been resolved as a locksmith was more likely to be amenable to attend at the Property. Given the lateness of the hour when he first contacted the Letting Agent’s out of hours number he materially breached the terms of the PRT.

The Letting Agent Code of Practice

21. Whilst in the application the Applicant has identified various paragraphs of the Letting Agent Code of Practice that he considers the Letting Agent to have breached he does not articulate in the application any substantive reasoning against each paragraph individually as to why he considers the Letting Agent to have failed to adhere to the standards of practice set out therein.
22. Nonetheless, looking in turn at each of the paragraphs of the Letting Agent Code of Practice that the Applicant considers have been breached by the Letting Agent and having regard particularly to his email to the Letting Agent dated 25 November 2025 the position is as follows –

18. *You must provide information in a clear and easily accessible way.*

In his email of 25 November 2025 to the Letting Agent the Applicant asks that the Letting Agent –

- Maintain, provide, and promptly update an accurate list of reliable emergency locksmith providers if the main one is unavailable;
- Provide a single, clearly communicated emergency contact number, rather than having multiple;
- Clarify and align information about emergency accommodation and alternative repairs, ensuring transparency and consistent tenant support;

The Tribunal considers the Letting Agent's Contact Information sheet to be clear and easily understandable. There is no requirement for the Letting Agent to maintain and/or provide a list of multiple locksmiths. It is clear that, if the locksmith named is unable to assist, the emergency out of hours number should be called. As stated above, the real issue here was the failure by the Applicant to make any contact with the named locksmith or the Letting Agent until a number of hours after the problem with the lock first arose and despite the terms of the PRT as outlined.

It is not reasonable to expect the Contact Information sheet to include details of how every scenario that might arise will be dealt with such as relative to emergency accommodation where the position may vary according to fact and circumstance. The Tribunal does not understand what the Applicant means by use of the words "align" and "alternative repairs".

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.*

The Tribunal is satisfied that, having regard to the Contact Information sheet and the involvement of Property Response, the required procedures for dealing with emergencies are in place.

88. *You must give the tenant clear information about who will manage any repairs or maintenance, as agreed with the landlord and set out in the tenancy agreement. This includes giving them relevant contact details (e.g. you, the landlord or any third party) and informing them of any specific arrangements for dealing with out-of-hours emergencies.*

The Contact Information sheet provides to the Applicant clear information as required.

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.*

The Tribunal does not consider the Applicant to have any complaint under this paragraph. He does not refer to any failure by the Letting Agent to manage the repair in terms of its agreement with the Landlord. Indeed the Applicant does not make any reference to the terms of any agreement between the Letting Agent and the Landlord. The Tribunal is not persuaded the Applicant is aware of the terms of any such agreement and the works required or otherwise in terms thereof.

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

The Tribunal noted that the lock issue was very quickly resolved by 10.00am on the day after the lock was found to be faulty and the Applicant gained access to the Property. The Letting Agent is not in breach of this paragraph of the Code simply because the repair could not be completed during the night when the Applicant failed to report the fault per his undertaking in the PRT and delayed reporting until around 00:45 the following day. The repair was dealt with promptly and appropriately and it was simply unfortunate that, despite efforts made by Property Response once contacted, no locksmith could be secured to attend the Property in the middle of the night.

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

From the point at which the failure of the lock was intimated, the Applicant was kept fully informed throughout as to the difficulties sourcing an available contractor and the Letting Agent dealt urgently with the appointment of a contractor at 9.00am when it re-opened for business resulting in the lock being repaired by 10.00am.

23. The Tribunal does not therefore accept any of paragraphs 18, and 87-91 of the Letting Agent Code of Practice to have been breached by the Letting Agent.
24. For completeness, even if the Tribunal had found any of the identified paragraphs of the Letting Agent Code of Practice to have been breached there is no evidence of the Applicant having sustained any financial loss and no award of compensation would have been made in his favour. He was simply tired the following day following an uncomfortable night in the close and was unable to work as he would otherwise have done, work that he caught up on subsequently.

Decision

25. The Application is refused.

Right of Appeal

26. 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.

Legal Member
15 September 2026