

Housing and Property Chamber First-tier Tribunal for Scotland



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

Chamber Ref: FTS/HPC/LA/22/1129

2/1,27 Kennoway Drive, Glasgow, G11 7TX (“The Property”)

The Parties:-

**Mr Rhys Harper, 3/2,1577 Great Western Road, Glasgow, G13 1LS
 (“the Applicant”)**

**Sandstone UK Property Management Solutions Ltd
 (“the Respondent”)**

**Tribunal Members:
 Martin J. McAllister, Solicitor, (Legal Member)
 Leslie Forrest (Ordinary Member)
 (the “tribunal”)**

Decision

In respect of the matters raised in the application, the Respondent has complied with the Letting Agent Code of Practice (“the Code”).

Background

1. The Applicant was a tenant in the Property and the Respondent was the letting agent responsible for its management on behalf of the landlord.
2. The Applicant moved from the Property and the Respondent arranged for certain cleaning services to be carried out at the Property and which it determined were required following the end of the tenancy.
3. The cleaning services were provided by GPM Ground Works Ltd (“GPM”) and its invoice, including VAT, was for £148.68.
4. The Applicant did not agree that such cleaning services were required and that the cost of £148.68 be deducted from his tenancy deposit and, after a process of dispute resolution carried out by the SafeDeposits Scotland, it was determined that the sum of £75 be deducted from his the deposit.

5. The Applicant submitted an application to the Tribunal under Section 48 (1) of the Act seeking a determination that the Respondent has failed to comply with the Code.
6. The application was accepted for determination on 5th May 2022.

Case Management Discussion

7. A case management discussion was held by audio conference on 7th July 2022. The Applicant was not in attendance. The Respondent was represented by Miss Diane Simpson, director and Miss Sharon Murray, property manager.
8. The tribunal noted that the Applicant had responded to the intimation of arrangements for the case management discussion by submitting representations on 13th June and stating:

“It is unlikely that I will be able to attend the hearing on 7th July due to the fact I work Monday to Friday, 9 until 5. Will there be a way for me to submit evidence if it’s requested by the Tribunal?”

The Tribunal had responded to the Applicant by email on 23rd June 2022 and had stated *inter alia*, in reference to the case management discussion:

“It is not a hearing of evidence but, in terms of Rule 17(4) of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations, the members will be able to do anything which they could do at a hearing, including making a decision.

It is possible at a case management discussion that the members of the Tribunal consider that they have sufficient information to determine the application and make a decision.

If you choose not to participate in the audio conference case management discussion, you will not have an opportunity to put forward any oral representations which you have and, as previously stated, a decision may be taken in your absence.”

9. The legal member outlined the purpose of a case management discussion.

The Application

10. The matter which the Applicant wants to be determined is focused. He is alleging that the Respondent breached paragraph 19 of the Overarching Standards of Practice: *You must not provide information that is deliberately or negligently misleading or false.*
11. The application states that the basis for the Applicant believing that there has been a breach of the Code is that the firm employed to do the cleaning work is a landscaping company. It states that the Applicant believes that the relevant

invoice is fraudulent and that GPM is effectively a subsidiary of the Respondent. The Applicant states that GPM's website makes it quite explicit that GPM is effectively a subsidiary of Sandstone/Grant Property.

Representations

12. Both parties submitted written representations.

Applicant

13. The Applicant state that the claim that cleaning work required to be done at the Property did not accord with the clean condition in which it had been left and which is evidenced by photographs which he took.

14. The Applicant states that Paul Colin Grant and Ms Sarah Jane Grant are the son and daughter of Peter Christopher Grant who is the founder and principal shareholder of the Respondent. He states that, at Companies House, the occupations of Paul and Sarah Grant are listed as being gardeners and that the acronym 'GPM' stands for Grant Property Management.

15. The Applicant states that both the Respondent and GPM "*are owned by the same family and operate under the same name*" and that the Respondent has behaved fraudulently in pretending that it has no connection with GPM Groundworks Ltd.

16. The Applicant states that he is seeking refund of £75 and for the matter to be referred to Scottish Ministers.

17. In response to representations made by the Respondent and an email from Sara Grant of GPM Ground Works Ltd which had been submitted by it, the Applicant stated that Ms Grant's statement that she owns a company called GPM Groundworks Ltd which was amalgamated with Grant Property Maintenance confirms that her company "*is affiliated with Sandstone Property.*"

The Respondent

18. The Respondent lodged a copy of the invoice from GPM dated 21st January 2022 for the sum of £148.68 and also submitted a copy of the Adjudicator's decision from SafeDeposits Scotland. This showed that the adjudication had awarded £75 to the letting agent.

19. The Respondent states that it has no ownership, interest or otherwise in GPM which is a multi-trade business delivering property management services which include cleaning, gardening and joinery work. It states that GPM Groundworks Ltd is a contractor of the Respondent. The representations state that the fact that the Respondent previously had "Grant" in its trading name is coincidental and that this can be verified from records held at Companies House.

20. The representations stated that the Respondent had repeatedly advised the Applicant of the position and that he continues to assert that the legal position of ownership and relationships between the companies is a lie.
21. The representations state that the invoice is a bone fide document and that it has submitted a statement from Ms Sarah Grant in support of this.
22. The Respondent lodged an email from Ms Sarah Grant dated 14th June which had been sent to it. The email states *inter alia*: “I own a company called GPM Groundworks Ltd (which was amalgamated with Grant Property Maintenance) alongside my brother Paul Grant.” The email goes on to state that the company mainly carries out cleaning company but carries out other works. It states that it does end of tenancy cleaning for agents and that one of these is the Respondent. It states that it is coincidental that the owners of the company share the same surname as the owner of the Respondent.
23. The email goes on to state that GPM has been carrying out end of tenancy cleans for the Respondent for over five years and that it had been instructed to do such work at the Property. Ms Grant states that the work to the Property was done and was properly invoiced.

Respondent’s position as stated at the case management discussion

24. Miss Simpson said that she had been employed by the Respondent for fifteen years and that she had known the owner of the Respondent, Mr Peter Christopher Grant, for all that period. She said that she knows that he is not the father of Sarah and Paul Grant. She said that Mr Grant has two children, James and Andrina. She said that James has his own business and that Andrina is at University. She said that she knows them both.
25. Miss Simpson said that the Respondent is part of a group of companies and that, at various times, they had changed names. She was referred to information which the tribunal had obtained from Companies House and which is public. She agreed that the names of the companies are Sandstone UK Property Management Solutions Ltd, Sandstone UK Property Investment Ltd and Sandstone UK Management Ltd. Miss Simpson agreed that the various previous names of the companies were Grant Property Management Solutions Ltd, Grant Property Solutions Ltd, Grant Management UK Ltd, Grant Development Ltd and Grant Management and Interiors Ltd. Miss Simpson referred to the email of Ms Grant and said that, at no time, had any of the Sandstone companies been called Grant Property Maintenance.
26. Miss Simpson said that at no time had Paul Colin Grant or Sarah Jane Grant been directors of any Sandstone company.
27. Miss Simpson said that the Respondent uses the services of GPM for end of tenancy work. She said that it was used for cleaning and gardening and what she described as “light handyman” work.

28. Miss Simpson said that the Respondent has no control over the GPM Groundworks Ltd website content but that, as far as she was aware, it does not contain any information to suggest that it was a subsidiary of the Respondent.
29. Miss Simpson said that she could not understand why the Applicant was making the claims that he was and that he had been told on many occasions that he was wrong. She said that the Applicant was annoyed at the cleaning charge which had been levied and the consequent deduction from his tenancy deposit. She said that the Applicant "was not willing to listen to us." She said that he had submitted the application because he had not got the outcome he wanted from the tenancy deposit dispute resolution procedure.
30. Ms Murray said that she had introduced GPM Groundworks Ltd to the Respondent. She explained that she had previously worked for another letting agent and that it had used GPM. She said that, when she started to work for the Respondent almost six years previously, she had suggested that it used GPM because she had found it to be a reliable company.
31. Ms Murray said that the Applicant objected to the deduction of the cleaning costs from the tenancy deposit and that she had attempted to reach a mutual agreement with him during the self resolution period but that discussions foundered because of his attitude and it was decided to allow SafeDeposits Scotland to resolve the matter.

Discussion

32. The tribunal noted that the Applicant had been given an opportunity to submit representations and any written evidence which he wanted it to consider and assumed that he had done so.
33. The tribunal considered that it had sufficient evidence to determine the application and that it was not necessary to schedule a Hearing.
34. The Applicant's case relies on the tribunal accepting that there is a family connection between the owners of the Respondent and the directors of GPM. He states in his representations that Sarah and Paul Grant are the children of Peter Christopher Grant but produces no evidence to support this. It appears to be no more than an assertion. The tribunal accepted the position as advanced by Miss Simpson that they are not.
35. The Applicant also asserts that GPM is effectively a part of the "Sandstone Group." The tribunal was satisfied that this was not the case. The Applicant submitted no evidence to support this and the tribunal had the opportunity of looking at the relevant records held at Companies House. These records included the current and past directors as well as details of previous names of the various Sandstone companies. It also looked at the records for GPM. Nothing in these records support any connection between Sandstone and GPM and this was also the position advanced by Miss Simpson.

36. The information provided by Ms Murray was of assistance to the tribunal. She had described how she had been responsible for the Respondent instructing GPM to do work.
37. It was no role of the tribunal to make any findings with regard to whether or not the Property required to be cleaned at the end of the tenancy. That is a matter which had been adjudicated on by SafeDeposits Scotland.
38. The tribunal found that, on the balance of probabilities and, after considering the written documentation, the representations of the parties and the information provided by Miss Simpson and Miss Murray, there was no connection between the Respondent and GPM other than as a letting agent and contractor. It found that, in relation to the GPM invoice and the representations made to the Applicant on the matter, the Respondent had complied with the Code.

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

Martin J. McAllister,
Legal Member
7th July 2022