



Statement of Decision to Serve a Notice of Failure to Comply with a Letting Agent Enforcement Order on the Scottish Ministers Under S50(2) of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/LA/21/0802

Parties:

Ms Jane Barnes, 11H Stormont Street, Perth PH15NW (“the Applicant”)

Premier Properties, 45 King Street, Perth, PH2 8JB (“the Respondent”)

Letting Agent Registration Number: LARN1907010

Tribunal Members :

Valerie Bremner (Legal Member) and Ahsan Khan (Ordinary Member)

Decision

The Tribunal finds that the Letting Agent has failed to comply with parts 2 and 3 of the Letting Agent Enforcement Order made by the Tribunal on 20th August 2021 and has failed to provide evidence of signed copies of inventories being sent to all tenants of rented properties which they currently manage as Letting Agents and written evidence which confirms that all tenants of rented properties which they currently manage as Letting Agents have been advised of the timescales within which required repairs will be effected.

The Decision of the Tribunal was unanimous.

1. On 20th August 2021 the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Respondent had failed to comply with paragraphs 17,68,69,71,86,88, and 92 of the Letting Agent Code of Practice (The

Code”) and issued a Letting Agent Enforcement Order (The Order) to the Letting Agent in respect of that failure.

2.The Order contained the following provisions and required the Letting Agent, within 6 weeks of the date of receipt of the Order to: -

3.Pay the Applicant the sum of THREE HUNDRED POUNDS (£300) within 6 weeks of the date of receipt of this order as compensation for the stress and inconvenience suffered as a result of the failure to comply with paragraphs 17,71 and 86 of the Code.

4.Provide the Tribunal within 6 weeks of receipt of this order written evidence of procedures they have put in place to ensure that signed copies of inventories are returned to tenants during their tenancies. The Respondent is required to send each tenant of rented properties which they currently manage as a Letting Agent a copy of their signed inventory and to provide evidence to the Tribunal within 6 weeks of receipt of this order that this has been done.

5.Provide the Tribunal within 6 weeks of receipt of this order written evidence which confirms that all tenants in rented properties which the Respondent currently manages as a Letting Agent have been advised of how they should report any requirements for repairs at the rented property and the timescales within which these repairs will be effected.

6.The Letting Agent Enforcement Order was issued to parties on 7 October 2021.

Representations From the Parties

7.The Applicant made representations dated 29 October and 1 December 2021 and has confirmed to the Tribunal that the Letting Agent has made payment of the sum due in terms of the Order. The Applicant has also made representations to the Tribunal indicating that the letting Agent has failed to comply with other parts of the Order.

8.By email dated 28th October 2021 the letting Agent advised as follows in relation to parts 2 and 3 of the Letting Agent Enforcement Order: -

“2. Inventories

Currently Premier Properties Perth (PPP) provides a coloured hard copy of the inventory to the tenant along with the lease pack when they collect their keys on the start date of the tenancy. They are informed verbally and in writing (in the PRT) that they should read through it carefully and return the document to us with any changes/notes they wish to make written on within 7 days. If we do not receive the inventory back within 7 days, then it is assumed by PPP that the tenant is in agreement with the document. Going forward, we have changed our process to remind tenants after 7 days if they have not returned the document. Previously, we kept returned inventories with tenant’s notes on file to use for

the check-out inspection and only gave the tenant a copy of this document if requested (which was very rare), however we have now changed our process to automatically provide tenants with a copy of their signed edited inventory even if they do not ask. Not all our tenancies have inventories as they are not mandatory, it is up to the landlord to decide if they want one. We've also found a very small percentage of tenants actually return inventories with notes as they usually find the report to be fair and accurate without needing any changes to be made.

Inventories are a part of our business that we take very seriously, and all members of the lettings team have been well trained on how to prepare them as thoroughly as possible. We use a software called I survey which we consider to be the best technology available to provide as detailed a report as possible.

3. Repairs

***All our tenants are provided with the attached flyer when they receive their lease pack and keys on the start date of the tenancy. 'FixFlo' is another tool we have invested in to make it easier for tenants to quickly report repairs on our website. When a repair is reported they receive a confirmation email to advise them of our repair timetable. Please see an example of this attached. We also have this information on our website as well as details on our emergency contacts and repair process. Please see link below to this page on our website:
<https://premierpropertiesperth.co.uk/repairs-and-maintenance/>
<https://premierpropertiesperth.co.uk/emergencycontacts/>***

9.The Tribunal has noted the representations from both the Applicant and the Letting Agent and notes that the Letting Agent Enforcement Order required the Letting Agent to send each tenant of rented properties which they currently manage as Letting Agents a copy of their signed inventory and to provide evidence to the Tribunal within 6 weeks of receipt of the order that this has been done. The Tribunal has received a statement from the Letting Agent regarding their procedures in this area but no evidence that signed inventories have been sent to all tenants of properties they currently manage as Letting Agents as required by the order.

10.The Tribunal notes that the Letting Agent Enforcement Order required the Letting Agent to provide the Tribunal within 6 weeks of receipt of the order written evidence which confirms that all tenants in rented properties which the Respondent currently manages as a Letting Agent have been advised of how they should report any requirements for repairs at the rented property and the timescales within which these repairs will be effected.The Tribunal received a response from the Letting Agent setting out procedures for tenants to report requirements for repairs and included a link to a website and a flyer. In the information received there was no clear reference to the timescales within which repairs would be effected as required by the order.

Decision

The Tribunal finds that the Letting Agent has failed to comply with parts 2 and 3 of the Letting Agent Enforcement Order made by the Tribunal on 20th August 2021 and has failed to provide evidence of signed copies of inventories being sent to all tenants of rented properties which they currently manage as Letting Agents and written evidence which confirms that all tenants at rented properties which they currently manage as Letting Agents have been advised of the timescales within which required repairs will be effected.

Reason For the Decision

On the basis of evidence before it, The Tribunal is satisfied that the Letting Agent has failed to comply with parts of the Order in that there has been a failure to lodge evidence required by the Order. It therefore in terms of Section 50(3) of the Housing (Scotland) Act 2014, makes a notification to the Scottish Ministers of that failure.

Right of Appeal

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

Please note that in terms of Section 51(1) of the Housing (Scotland) Act 2014, a Letting Agent who, without reasonable excuse fails to comply with an LAEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale.

17/1/22

Legal Member/Chair

Date