



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

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 19(1)(a) of the Property Factors (Scotland) Act 2011**

**Chamber Ref: FTS/HPC/PF/24/2316**

**Re: Property at 22 Prestonfield Gardens, Linlithgow, West Lothian, EH49 6ER (“the Property”)**

**Parties:**

**Brian Ashcroft, 133 Preston Road, Linlithgow, West Lothian, EH49 6HZ (Homeowner)**

**Park Property Management, 12 Somerset Place, Glasgow, G3 7ST (Property Factor)**

**Tribunal Member:**

**Melanie Barbour (Legal Member)  
Frances Wood (Ordinary Member)**

**Decision**

**The Property Factor is found not to have failed to comply with Sections 2.1, 3.2, 3.4 and 3.8 and 7.2; and not to be in breach of the Property Factor’s duties. The decision is unanimous.**

**BACKGROUND**

1. By application received on 21 May 2024, the Homeowner (“Homeowner”) complained to the Tribunal that the Property Factor (“Property Factor”) was in breach of Communications and consultation sections 2.1, 2.3, and 2.4; Financial obligations 3.2, 3.4, 3.6 and 3.8; and Complaints resolution 7.2.

2. The Homeowner also considered that there had been a breach of the Property Factor's duties as the Property Factor had provided information to his selling solicitor that the Homeowner did not agree should have been provided.
3. The Homeowner notified the Property Factor for the purposes of section 17 (3)(a) of the Act on 18 June 2024.
4. The application was accepted by the Chamber on 7 October 2024.
5. Both parties submitted a number of different documents at different times before the matter proceeded to a case management hearing on 17 September 2024.
6. The Property Factor submitted documents on,
  - a. 20 March 2025,
  - b. 8 May 2025
  - c. 12 September 2025.

The Homeowner confirmed that he took no objection to these papers being allowed to be received by the Tribunal. He confirmed that he did not require further time to consider the latest papers.

7. The Homeowner submitted documents on,
  - a. 24 March 2025
  - b. 17 April 2025
  - c. 1 May 2025
  - d. 22 July 2025
  - e. 13 August 2025
  - f. 10 September 2025
  - g. 15 September 2025

The Property Factor objected to a number of the documents being lodged, he submitted that the Homeowner had not completed the two-stage complaint

procedure, and he was not therefore entitled to make the application to the Tribunal. He stated that the application was premature and should not be considered. The Homeowner advised that the papers were relevant as they related to the crux of his complaint, namely the repayment of money at the sale of his property, and also the complaints process. The Property Factor disagreed. He objected as the complaints process had not been followed by the Homeowner. He did not object to the papers which related to the reconciliation of the accounts, other than the last page of the email of 10 September 2025, as there was no evidence or explanation as to how the Homeowner had come to this assessment of any money due after reconciliation.

8. The Tribunal noted the Property Factor's objection. The objection was to a number of papers being allowed which related to the failure to complete the complaints process. We determined that we would allow all of the Homeowner's papers to be received and considered at the case management hearing. We did not uphold the Property Factor's objection. The statutory requirements in bringing an application to the Tribunal are set out in section 17 of the Property Factors (Scotland) Act 2011 ("the 2011 Act"). From the papers provided to the Tribunal, it appeared to us that the Homeowner had notified the Property Factor in writing that he considered that the Property Factor had breached the code of conduct and their duties (see email of 15 May 2024). Even if we are wrong on that, the Homeowner formally notified the Property Factor of these matters by letters dated 18 June 2024. Those papers are with the application. The Homeowner was not required to complete the complaints process before proceeding to the Tribunal, but he did have to provide the Property Factor with the ability to resolve the matter. At the date when the application was accepted, the matter had not been resolved.
9. The Property Factor had also objected to the application being considered, as the Homeowner no longer owned the property. We do not uphold this objection either. A Homeowner is entitled to have his application considered. There was no dispute that the Homeowner had owned the property; and had been the owner of residential property, the common parts of which were managed by the Property Factor. While the Homeowner has now sold the property, for the

purposes of the complaint, the issues he complained about related to his time as an owner and his dealings with the Property Factor in relation to that time. We considered that the Homeowner is a Homeowner for the purposes of the 2011 Act. We consider that the application was validly made in terms of the 2011 Act and that the Tribunal had jurisdiction to consider the application.

10. We would note that there had been two postponement requests granted, and this was why the case management discussion was not held until 17 September 2025.

11. In attendance at the case management hearing were the Homeowner, Brian Ashcroft and the Managing Director from the Property Factor, Paul McDermott.

12. The parties were advised of the purposes of the case management discussion and that the application could be determined at the case management discussion if the Tribunal had sufficient information before it to do so. It is noted that both parties agreed, if possible, to have the matter determined at the case management discussion, given that the complaint was now of some age.

13. On the morning of the case management discussion, the Tribunal asked the Property Factor to provide a copy of the written statement of services which was in place on the date of the sale of the property. The Property Factor did so, and a copy was sent to the Tribunal members and the Homeowner that morning.

## **FINDINGS IN FACT**

14. The Tribunal made the following findings in fact: -

- a. The property address is 22 Prestonfield Gardens, Linlithgow, West Lothian, EH49 6ER.
- b. The Homeowner is Brian Ashcroft.
- c. The Property Factor is Park Property Management.
- d. There is a written statement of services for the development.

- e. The Homeowner sold his property with the date of sale being 15 March 2024.
- f. The Homeowner's solicitors requested information from the Property Factor in an email dated 22 February 2024, the email set out a list of questions to be answered by the factor.
- g. The Property Factor wrote to the Homeowner in a letter of 23 February 2024, providing the information requested in the selling solicitor's email. The letter also confirmed *that a final bill will not be available until such time as the budget has been fully reconciled, which may lead to a further charge or refund at this future time*. The letter contained information about repair works to a damaged fence, and also advised that quotes had been sought for power washing of the building exterior.
- h. The written statement of services refers to the float and says that, unless the title deeds say otherwise, it will be credited in the event of the sale of the property in the final account.
- i. The written statement of services has provisions dealing with the management fee, service charge and common charges account. It advises that for budgeted developments each year, a reconciliation of your budget invoice will be made, reconciling the actual costs of the year against the budget figures. A balancing charge of credit may apply.
- j. The accounts are approved by the residents' association and considered at the AGM every year.
- k. The written statement of services sets out a complaints process to be followed.
- l. The Homeowner made an application to the Tribunal on 21 May 2024.
- m. The Homeowner notified the Property Factor for the purposes of section 17 (3)(a) of the Act on 18 June 2024.
- n. The Homeowner and Property Factor engaged in a stage 1 and stage 2 complaint process between 26 June 2024 and 17 February 2025.
- o. The Property Factor had carried out a reconciliation of the accounts for the year 2024. The Property Factor had contacted the Homeowner to confirm the final account and what payment should be made. They considered that there was a final payment due of £0.68 to the Homeowner for the common charges account. The Homeowner

considered the final sum due was £36.61. The Property Factor offered to pay £50.00 to the Homeowner to resolve the matter. The Homeowner had not accepted this offer as at the date of the case management discussion.

## **DISCUSSION**

15. The Homeowner's complaint related to the end of his time as an owner of the property. He complained that he sold his property on 15 March 2024. As of 21 May 2024, he had not been repaid his float deposit of £210, and he had not been repaid his overpayment of the monthly charge. The Property Factor had not provided a final account at the sale date. He had written to the managing director and financial director 5 weeks before making his application and had not received a response. In addition, the Property Factor had provided information to his selling solicitor. He considered that the information had been misleading and implied that (1) the works which were to be done to repair a fence were more expensive than had been recommended by the Property Factor. There had been three quotes of three different sums. The Property Factor had indicated that they would not go with the highest sum to the Homeowners. Given this, they should not have provided that information to his selling solicitor, and (2) that power washing of the properties was to be undertaken. He advised that there was no agreement to do power washing. It had not been instructed to be carried out; all that had been done was to obtain quotes for it. Accordingly, certain information should not have been provided to his selling solicitor. He advised that this information had led to the purchasers seeking a £500 reduction on the sale price, and this had also led to him incurring unnecessary legal costs. It was the position of the Homeowner that these matters had caused the Homeowner stress and lost him money. He sought repayment of the float deposit, the monthly charge and compensation for the stress caused by having to bring the case to the Tribunal.

16. The Homeowner advised that he was no longer complaining that there had been any breach of sections 2.3, 2.4 and 3.6.

17. The Property Factor refuted the claims. In summary, he advised that they do not settle a seller's account until the end of the financial year and only once accounts have been reconciled. They advise this in the letter they send to a seller's solicitor. It is not clear how much the Homeowner would be due to receive on the date of sale. They advised that they sometimes agree to a "goodwill" payment before the reconciliation period if necessary; however, as the Homeowner had proceeded to Tribunal and the matter was then subject to legal process, they would not make an estimated payment prior to reconciliation being completed. In terms of the second part of the complaint, the Property Factor's position was that they had provided the information which was requested in his selling solicitor's letter, and it would not have been appropriate for the Property Factor to decide for themselves what information they would or would not provide. They considered that this would have been unprofessional conduct had they done so. They advised that the Homeowner could have told his solicitor not to pass that information on to the purchasers if he had thought it appropriate to do so.

## **REASONS FOR DECISION**

**2.1 Good communication is the foundation for building a positive relationship with Homeowners, leading to fewer misunderstandings and disputes and promoting mutual respect. It is the Homeowners' responsibility to make sure the common parts of their building are maintained to a good standard. They therefore need to be consulted appropriately in decision-making and have access to the information that they need to understand the operation of the Property Factor, what to expect and whether the Property Factor has met its obligations.**

18. The Homeowner complained that there had been poor communication from the Property Factor. He referred to two emails which had not been responded to, which had been sent in March 2024. He considered that over the years the Property Factor had failed to build a positive relationship with Homeowners, which has contributed to disputes and a lack of promoting mutual respect.

19. The Homeowner advised that he was not a member of the residents' committee. He confirmed that he did attend the AGM and was aware of the accounts.
20. The Property Factor refuted this complaint. He first advised that he did not consider that the Tribunal had the jurisdiction to consider this part of the complaint. He went on to explain that the correspondence sent in from the Homeowner was repetitive. He believed that the Homeowner was a member of the residents' committee and they approved the accounts and so he was well aware of the issues regarding the accounts. He advised that in the 8 years that they had been Property Factor, there had only been one discrepancy noted in the accounts for £3.44. He advised that the approval of the accounts by the residents committee can lead to a delay in the approval of the accounts and for final accounts to be issued. This was the reason for the delay in the 2022 accounts being issued. He submitted that this complaint related to the Homeowner being unhappy about the information that had been provided to his selling solicitor. He advised that he had provided a response to the March email, which was responded to by him in May 2024. He accepted that it had been outwith the 5 days. He advised that the Homeowner kept emailing the Property Factor, and it was time-consuming to deal with and had a detrimental financial impact on the operation of the Property Factor to constantly have to reply to the Homeowner; he did not consider that the issues in the Homeowner's emails were all reasonable. He advised that these complaints about delayed correspondence were the two emails the Homeowner had referred to; he had referred to no other delay.
21. He advised that the Homeowner was an astute Homeowner. He said that the Homeowner sent numerous emails to the Property Factor, and they had been professional in their response. He accepted that there may be the odd occasion when they fell out with their 5-day response times, but on the whole, they met these targets. He said that 99% of emails were answered within that period and former homeowners took less priority than current ones, but he had already apologised to the Homeowner for the delay. He advised that the Homeowner



had asked numerous questions and made complaints, which were time-consuming to deal with. He stated that his staff also had to do their day jobs. After he had sold the property, the Homeowner had continued to send emails which were very detailed, they involved queries over small sums of money, and they were time-consuming and expensive to respond to.

22. He advised that he apologised if a response was delayed.

23. The Tribunal does not uphold this aspect of the Homeowner's complaint. We did not find evidence of poor communication. We note that there is a portal which is available to be used by Homeowners. It provides information to Homeowners.. The Property Factor had noted the Homeowner was a frequent user of this and the Homeowner did not take issue with this. The Property Factor has a written statement of service, which appears to be provided around every two years to Homeowners. There was evidence of the Property Factor responding to correspondence from the Homeowner in the papers that had been submitted. We note that there also appears to have been AGMs held for the development and it appeared that the Property Factor attended those and could be asked questions about their management during the AGMs. We consider that on the evidence before the Tribunal there was evidence of good communication by the Property Factor.

24. In addition, we have reviewed the written statement of services and we find support for the Property Factor's position that there is a reference to the annual account being prepared, and repayment of any float being made after the final account in the event of a sale. We also note that there is a reference to the common charges account being managed on an annual basis.

25. We also find that, on the whole, the Property Factor generally responded to correspondence. It appears to us that the Property Factor was undertaking this aspect of the code to a reasonable standard. We consider that the Homeowner did have access to information that allowed them to understand the operation of the Property Factor.

26. The letter that the Property Factor sent to the selling solicitor on 23 February 2024, confirmed that a final bill was not available until such time as the budget has been fully reconciled, and this may lead to a charge or a refund.

27. The Property Factor apologised for the delayed response to the email sent to him. We note that the Homeowner states that there has been no response to the March 2024 email; he had sent to the Finance Director; however we are aware that there had been subsequent correspondence from the Property Factor, which included financial information. We would also refer to the stage 1 and 2 process that the Property Factor had engaged in after the application had been submitted to the Tribunal, which looked at the Homeowner's complaint. Even if we agree that there is a technical breach of the finance director's email not being responded to, we consider that matters have moved on and other responses were made to the Homeowner regarding his complaint. While we also note that the Property Factor considered that the volume of emails, the detail of responses required, the value of the complaint and the time and resources needed to be expended to deal with the matter made the task onerous and expensive for the Property Factor, we did not find that those matters led to the Property Factor not responding. In this case, this Property Factor had continued to engage with the Homeowner even if it had become costly for them to do so. On the whole, we found that this Property Factor had discharged its duties under this section of the Code to a reasonable standard.

28. **OBSERVATION:** Where we may have considered that there was a breach of this section of the code is in terms of the tone of some of the communication sent from the Property Factor. It was clear that there was tension between the parties. The Homeowner felt aggrieved that the Property Factor had not carried out their duties to the standard he was looking for, and on the other hand the Property Factor considered that the Homeowner's contact was unjustified and really based on the Homeowner being aggrieved that he had had to reduce the purchase price by £500. Whatever the truth of each party's grievance, in the Tribunal's opinion, the correspondence from the Property Factor became terse

and rather rude in tone. The Homeowner did not raise the tone of the correspondence as a complaint; however, the Tribunal considers that it should not go unremarked upon. No matter what the Property Factor thought about the merit of the emails being sent, we consider that their response could have been less terse; this would have been more in keeping with the values of the code in promoting good communication. It may have aided understanding by the Homeowner. We do not make a finding of breach, as it was not specifically complained about, but we do ask the Property Factor to consider the terms and tone of their correspondence and have regard to it going forward.

**3.2 The overriding objectives of this section are to ensure Property Factors: protect Homeowners' funds; • provide clarity and transparency for Homeowners in all accounting procedures undertaken by the Property Factor; • make a clear distinction between Homeowners' funds, for example a sinking or reserve fund, payment for works in advance or a float or deposit and a Property Factor's own funds and fee income.**

29. The Homeowner complained that he had not received his refund of the float of £210, 12 weeks after the sale of the property. He had also not had the overpayment of the management charge repaid to him for the extra two weeks he had paid. He advised that the Property Factor had made no effort to repay this money to him, weeks after the sale of the property. He complained that the finance director only replied to his emails after he had complained to the managing director. He said that he was unable to get transparency or clarity of his account with the factors. He said that he is not sure if the Homeowners' funds are protected, as he had had no response from the Property Factor.

30. The Property Factor did not agree with this complaint. He advised that they have a portal and Homeowners can access it, and it contains details of Homeowners' accounts and invoices for the development. The Homeowner still has access to it even though he has not owned his house since March 2024. He advised that the Homeowner has accessed the portal regularly and will be able to see all invoices and accounts. He advised that over the 8 years they

have been the Property Factor, there has only been one noted error in the accounts. He advised that the Property Factor is open and transparent. They had advised that they will not repay any funds until the end of the financial year and after the budget reconciliation has been done. They confirmed this in their letter to the selling solicitor; they advised that the Homeowner was offered the repayment of any final money 5 days after the reconciliation was agreed, and the Homeowner had refused to accept it in case there were errors in the calculation. The common charges account and how they manage the budget on an annual basis are set out in their written statement of services.

31. The Tribunal does not find that there has been a breach of this section of the code. There was no evidence that the Property Factor had not protected the Homeowner's funds. There was evidence in the written statement of services on how they managed the annual account. There was also evidence in the letter responding to the selling solicitor that the funds would be returned at the end of the financial year after reconciliation. The complaint was that the Homeowner had not been repaid the float and two weeks of management charge; however, given that the written statement of services and the letter to the selling solicitor refer to payment at the end of the financial year and to the final account, we do not consider that there is a breach of this section. The access to the portal would also appear to ensure that there is transparency in the accounting procedures undertaken by the Property Factor.

**3.4 A Property Factor must provide to Homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial statement showing a breakdown of charges made and a detailed description of the activities and works carried out which are charged for.**

32. The Homeowner complained that the Property Factor had taken 13 months to apply the 2022 reconciliation to his account. He said that this was in breach of section 3.4 of the code of conduct. He also complained that it was poor practice

to post accounts to the owner's account without any notification, as they did in January 2024.

**33.** The Property Factor stated that they do lodge accounts yearly. They accepted that it was, however, correct that in 2022 they had taken longer than 12 months and they had apologised for this. This had been down to the process, which involved the management committees of the residents' association and their consideration of the accounts for 2022. He advised that while the accounts had been provided one month outwith the 12-month period, the Homeowner was the only owner who had made a complaint about this, and there are 66 properties in the development. The Property Factor advised that the Homeowner was aware of the process that was followed by the Property Factor. He advised that the Homeowner was sent notification of the reconciliation on 16 January 2024. The length of time taken for the reconciliation process in this particular development was at odds with all other developments managed by the factor and down to the time taken on scrutiny by the Residents Committee.

**34.** While we note that the Property Factor accepted that the account produced was outwith the 12-month period for the 2022 accounts, we are not prepared to find that there is a breach of this section. It is accepted that the Property Factor did not comply with this section of the code as far as providing an account for 2022 within 12 months, however it is relevant to recognise that this Property Factor did produce yearly accounts, but on one occasion the account had been issued slightly late. There was no complaint that this was a Property Factor who did not, as a matter of course, provide detailed financial statements every year. The complaint was in one year the account had been issued late. The Property Factor spoke about the process they followed, where the management committee reviewed the account before it was finalised, and then the account was also considered at the AGM. It appeared to us that there was transparency and scrutiny of the accounts on a yearly basis. We do not consider that the conduct of the Property Factor had been unreasonable.

**3.8 A Property Factor must have procedures for dealing with payments made in advance by Homeowners, in cases where the Homeowner requires a refund or needs to transfer his, her or their share of the funds (for example, on the sale of the property).**

35. The Homeowner complained that he had not been repaid the management charge. He paid his monthly charge at the beginning of each month; he sold his flat in the middle of the month and therefore was entitled to a reimbursement of the charge. He also considered that there was no visibility into the state of his account.
36. The Property Factor submitted that they had a procedure. They undertake the annual budget and the year-end reconciliation and repay any surplus at the end of the year.
37. We do not find that there is a breach of this section; we consider that there is a procedure. It is referred to in the written statement of services in relation to the annual accounting, and the selling solicitor's letter provides that any refund will be made at the end of the financial year.

**7.2 When a Property Factor's in-house complaints procedure has been exhausted without resolving the complaint, the final decision should be confirmed in writing.**

38. The Homeowner complained that he had written to the finance director in March 2024 and he had not received a response to that email. He advised that he had received a response from the Managing Director of the Property Factor on 15 May 2024, which advised that he would receive no payment from the Property Factor, and all correspondence should be through the complaints procedure. He said this was confusing, as if the Property Factor was stating that the Property Factor would not be paying him anything, they had therefore already determined his complaint.

39. The Property Factor said he had advised the Homeowner to follow the complaints procedure. He went on to refer to the stage 1 and 2 processes which had been undertaken by the Property Factor after the notification letters had been sent to the Property Factor on 18 June 2025. He had asked the Homeowner to reflect on the outcome of the stage 1 response and explain in his stage 2 response what it was that the Homeowner was still not happy about. He advised that the Homeowner had merely reiterated his original complaint.
40. We do not find that there is a breach of this section of the code. When the Homeowner's application was made to the Tribunal in May 2024, the Property Factor had asked the Homeowner to go through the complaints procedure, but the Homeowner did not do so at that time. The Property Factor did not therefore consider that the complaints process had started at that time. We consider that in May 2024, no stage 1 and 2 processes had been undertaken, although there was notification of the Homeowner's unhappiness about matters. In May 2024 we do not consider that the complaints process had been exhausted and therefore no final decision had been made by the Property Factor at that point.

### **Property factor duties**

41. The Homeowner complained that the Property Factor had breached their Property Factors duties. This was in relation to the information that the property Factor had provided to this selling solicitor about proposed works to the fence and power washing. He advised that the information about the replacement fence was not the latest information, and the power washing quote had not been approved. He advised that this had resulted in additional costs being incurred by himself, amounting to £497. He submitted that if he had been made aware of the information that was being provided, he would have intervened at an earlier stage, but he was not able to do so, as by the time he was made aware of the information provided, the buyer was looking for compensation towards both quotes.

42. The Property Factor advised that they answered the questions asked by the selling solicitors. They advised that they considered that they had answered the questions truthfully and it would not have been appropriate for them to decide what information not to provide. They advised that the lower quotes for the fencing had not been approved by the Homeowners, and they would not therefore have had the authority to ignore the higher quote, although they agreed that it was unlikely that the Homeowners would have opted for the most expensive option. The power washing quotes had been requested following a request at the AGM, and they were not in a position to determine whether or when any works for power washing would be done. This was a matter for the Homeowners to determine. They submitted that the Homeowner could have clarified the information with the purchasers.

43. The Tribunal does not find that there is any breach of the duties. The Tribunal was not directed to what specific duties the Property Factor owed the Homeowner, and how those duties had been breached in terms of providing this information. The written statement of service does make reference to the Property Factor providing information requested by a selling solicitor under the section Apportionment Fee. From the papers provided by the Homeowner, it appears that his solicitors emailed the Property Factor on 22 February 2024, setting out a list of questions which he sought answers for regarding the Property Factor and the development. Question 7 was in the following terms *“provide details of any common repairs which are proposed, outstanding or being considered by the co-proprietors of which you are aware”*. The Homeowner also submitted a copy of a letter from the Property Factor addressed to himself, and it was dated 23 February 2024, this letter confirms that

- a. any float will be repaid on settlement of the final account.
- b. It also says that a final bill will not be available until such time as the budget has been fully reconciled which may lead to a further charge or refund at this future time.



- c. it provides information about. “The following works proposed /planned and not yet paid for, there is storm damage to the boundary fencing, the 3 quotes received for repair works range from £5,000 to £16,000.
- d. It goes on in the next paragraph “*we have also sought and received quotes for pressure washing the render to the building....*”

This letter was written to the Homeowner and appears to have been sent a day after his solicitors requested the information. We see no delay on the part of the Property Factor in providing this information. As it was sent to the Homeowner then we consider that he could have provided further advice and context to this information to his solicitors if he did not agree with the information being provided. It appears to us that the Property Factor answered the questions asked and accordingly, we do not consider that they have breached their Property Factor duties.

- 44. As the Tribunal finds that there has been no breach of the Code of Conduct or the Property Factors duties, we make no enforcement order.
- 45. Finally, we would draw to the parties’ attention that the information about the accuracy of the final account was not a part of the original complaint. There was, however, no objection taken by either party to the Tribunal considering the reconciliation of this final account. We would observe that while the Homeowner did not agree with the final account provided by the Property Factor, the parties were unresolved over a sum of no more than £36.00. We consider that this sum is a small amount of money. We understand that the Property Factor had offered to resolve the complaint by paying £50 compensation, which sum would have exceeded the sum in dispute. We consider that such an approach by the Factor was reasonable, having regard to the value of the sum in dispute. The Homeowner had not accepted this offer. We do not consider that it would be reasonable to make a Property Factor Enforcement Order for this sum. We are aware that the Factor had already entered into detailed correspondence with the Homeowner about these accounts, providing their explanation as to how they calculated the sums and responding to the Homeowner’s questions; and further they had offered to pay a sum to the Homeowner in excess of what the

Homeowner considered he was due from the final account. The Tribunal finds that the conduct of the Property Factor to have been reasonable in dealing with this issue and in accordance with the overarching principles of the Tribunal which include dealing with proceedings in a manner proportionate to the complexity of the issues and the resources of the parties we make no order under this heading

## **DECISION**

46. The Property Factor is found not to have failed to comply with Sections 2.1, 3.2, 3.4 and 3.8 and 7.2; and not to be in breach of the Property Factor's duties. The decision is unanimous.

## **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.**

24 September 2025

---

**Legal Member/Chair**

---

**Date**

