



Decision with Statement of Reasons by the First-tier Tribunal for Scotland (Housing and Property Chamber) in an Application under The Property Factors (Scotland) Act 2011 (“The Act”)

Reference number: FTS/HPC/PF/24/1765

Re: Property at Flat 2/2 20 Boydstone Path, Cowglen, Glasgow, G43 1AJ (“the Property”)

The Parties:

Mr George Greig, Flat 2/2 20 Boydstone Path, Cowglen, Glasgow, G43 1AJ (“the Applicant”)

Residential Management Group Scotland Limited, Unit 6, 95 Morrison Street, Glasgow, United Kingdom, G5 8B (“the Respondent”)

Tribunal Members:

Mr A. McLaughlin (Legal Member) and Mrs S. Brydon (Ordinary Member)

Background

[1] The Applicant seeks a determination that the Respondent has breached their obligations under *The Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors* (“The Code”).

[2] The paragraphs of the Code alleged to have been breached are:

Overarching Standard of Practice: Sections 1, 2, 3, 4, 5, 6, 10 & 11
Written Statement of Services: Sections 1.2, 1.3 & 1.5

<i>Communications and Consultation:</i>	Sections 2.2, 2.3 & 2.7
<i>Financial Obligations</i>	Sections 3.1, 3.2 & 3.4
<i>Debt Recovery</i>	Sections 4.3, 4.5, 4.7&n4.11
<i>Carrying out repairs and maintenance:</i>	Section 6.1, 6.2, 6. &6.7

Overview of Claim

[3] The Application had previously called for a Case Management Discussion (“CMD”) on two separate occasions. The Applicant had submitted a massive volume of documentation with his Application dated 19 April 2024 comprising an email with the Application and other documents amounting to 313 pages together with a separate email of the same date which contained a further 51 pages together with a further email on the same day with an additional large bundle of photographs. The total exceeded 700 pages and across the various emails was not in a manner that could be properly handled by the Tribunal and the parties.

[4] The papers produced appeared to contain vast scores of pages which showed no discernible sign of having been curated by the Applicant. They included, for example, what appeared to be a complete and unedited transcript of every email ever seemingly exchanged between the parties. The Tribunal decided that the Applicant could and should reorganise his papers to a more manageable volume that would remove unnecessary and irrelevant pages and set out everything he intended to rely on in a single, paginated and indexed document.

[5] The Applicant complied with this Direction and on 2 December 2024 submitted a slimmed down single bundle comprising 270 pages. That document contained at page 3, a paper apart headed “1. What are your complaints?”. Here the Applicant listed his allegations and it is this document that the Tribunal worked through at the Hearing and invited parties to address sequentially in their evidence. This document contained various numbers and sub paragraphs that altered interchangeably between numbers, letters and roman numerals. It also contained what appeared to be duplicates of the same issues reframed at different parts of the document. The document therefore continued to pose certain challenges but the Tribunal was content that the allegations made by the Applicant had been identified and that further case management orders about the format of the allegations was unlikely to be helpful in better focussing the issues. It was alleged that the wrongs set out in the Application resulted in a breach of numerous parts of the Code as referred to in paragraph 2 above.

[6] The Respondent had submitted two documents that outlined their position on the matters raised in the Application. These were principally contained in emails sent to the Tribunal on 1 July 2024 and 17 February 2025. The Respondent disputed many of the

allegations against them but appeared to acknowledge that there were certain events when they might have done things better.

The Hearing

[7] The Application then called again for a Hearing in Glasgow Tribunals Centre at 10am on 25 August 2025. The Applicant was personally present. The Respondent was represented by their own Imogen Harrison, Lisa Piper and Julie Bruce-Sinclair. All three would give evidence regarding aspects of the claim that were within their own area of knowledge. When the Tribunal discusses the evidence heard below, it refers to the evidence heard by each witness from the Respondent as “*the Respondent’s position*”. That is because the three attendees from the Respondent all wished to address the Tribunal on parts of the Application and their evidence at times covered similar issues and provided their own perspective on each matter. The Tribunal did not find that an unreasonable approach. However, each witness did address the Tribunal separately in order to ensure that each party who gave evidence could be questioned by the Tribunal and of course the Applicant on their own individual evidence.

[8] Neither party had any preliminary matters to raise. The Tribunal began by ensuring that each party had the relevant documentation and was familiar with the materials described above which set out the Application and the response being the Applicant’s email of 2 December 2024 and the Respondent’s responses of 1 July 2024 and 17 February 2025. All parties understood this and were happy to start.

[9] The Tribunal thereafter began hearing evidence. After each witness gave evidence, the other party had the right to cross-examine. The Tribunal also asked questions throughout to ensure that it understood the evidence. At the conclusion of evidence, each party also had the right to make closing submissions.

[10] Given the significant number of allegations contained in the Application, the Tribunal considers it expedient to consider each in turn and narrate each party’s evidence in respect of that allegation. Thereafter, the Tribunal makes comment on the evidence in that regard before making a finding in fact. The Tribunal considers that given the number of allegations made, it may assist to have each transparently considered separately so as to make clear how the Tribunal determined each and every part of the Application.

[11] As noted above, The Applicant’s numbering of the allegations is non sequential and mixes between numbers, letters and roman numerals. The Tribunal therefore substitutes its own numbering of the allegations. Allegations that relate to similar themes but with different examples founded upon will be considered as sub-complaints.

The Allegations and the Evidence

Allegation 1 (a)

"The Respondent breached GDPR by leaking private information of another customer, a Mr Jonathan Brown, to the Applicant."

Applicant's position

[12] The Applicant explained that on 17 November 2023, he received an email intended for someone else which the Respondent accidentally sent to him. This was another customer's statement of account which contained that customer's name and address and reference numbers associated with his account. It provided details of all charges and receipts and account balances for this customer between May 2019 and November 2023.

[13] The Applicant explained that he then received an email from the Respondent asking him to delete this. He did not delete it. The Tribunal asked the Applicant why he did not delete it. The Applicant's answer was vague. The Applicant then reported the incident to the Information Commissioner's Office ("ICO").

[14] The Applicant's written materials explained that he felt extremely anxious about the situation and later that day emailed the Respondent and brought the error to their broader attention. He also explained that he informed the Respondent that he would report this to the ICO if the breach was not dealt with in a manner deemed suitable by the Applicant. The Applicant then received an email from the Respondent on 23 November 2023 explaining that the error had come about through human error and that the issue had been passed to their internal compliance department. There were then further emails exchanged between the parties in which the Applicant expressed his lack of reassurance and in which the Respondent sought to explain that it was not the Applicant's data that was compromised. The Respondent had also emailed the Applicant and sought to reassure the Applicant regarding steps taken to avoid such an incident happening again.

Respondent's position

[15] The Respondent accepted that the incident described by the Applicant happened. They understood that the ICO had written to the Respondent suggesting that measures should be taken to avoid any reoccurrence but as far as Ms Piper was aware, no further action was taken by the ICO.

Comment on Evidence

[16] The Tribunal notes that obviously a Property Factor should not send private customer details to the wrong person. However, this appears to be an isolated incident regarding a single email sent in error to the Applicant. The Applicant's data was not compromised. The Tribunal also cannot help but note that it was not reasonable for the Applicant to decline to delete the email when requested. In that regard the Applicant did not appear to wish to be helpful. His motivations for not deleting it were not obvious. He could have deleted it and still taken his concerns further.

[17] The Tribunal also cannot objectively accept that such circumstances could legitimately cause feelings of "*extreme anxiety*". It is clear that the Respondent took swift action to try and make things right and to reassure the Applicant. The Applicant suggests that this incident amounts to a breach of OSP 1 "*You must conduct your business in a way that complies with all relevant legislation*". The Applicant makes reference to a breach of the "*GDPR Legislation*" without providing any further specifics. The Tribunal accepts that the Respondent sent an email in error but cannot conclude that this presents a legitimate basis upon which it can be concluded that the Respondent has breached OSP 1. The Tribunal is unwilling to find that this presents a basis for concluding that the Respondent do not conduct their business in a way that complies with all legislation.

Findings in fact

1. On 17 November 2023, the Respondent sent another customer's statement of account to the Applicant accidentally.
2. The Respondent immediately emailed the Applicant and asked him to delete it. The Applicant did not delete the email.
3. The Respondent has taken reasonable steps to reassure the Applicant that this was an isolated incident and that the Applicant's data has not been compromised.
4. The Respondent takes these issues seriously and organises its business in a way that recognises the importance of keeping data secure and acts reasonably in securing customer's data. The Respondent conducts its business in way that complies with all relevant legislation.

Allegation 1 (b)

'Another breach of GDPR is when the PF gave Alex M. Adamson (their debt handling solicitor) the homeowner's personal details including both his home address (He received 2x court action harassment letters through the post within a short space of time) and his email address (He received 2x emails from Alex. M. Adamson on top of the Court harassment letters) and as such the Homeowner has been harassed by this solicitor via two separate methods of communication. This was done whilst the invoice in question was in dispute and was not resolved. The Homeowner's personal date was also shared with BTO solicitors when the Property factor, wrongfully, took legal action in the form of a Simple Procedure Notice of Claim against the Homeowner whilst his Q3 2023 invoice was in dispute.'

.

Applicant's evidence

[18] The Applicant explained that he felt the Respondent had breached the Code by pursuing him for unpaid factor fees when the relevant invoices had been challenged by the Applicant. The Applicant was unsure when he had stopped paying the Respondent's invoices but eventually after some discussion he seemed to conclude that he had perhaps stopped paying "around a month before 6 December 2023". The Applicant had not paid any factor fees since then. The Applicant explained that he had been told by the Respondent that his account was on hold and that no action would be taken until the complaints had been looked into. He was aggrieved that in these circumstances he had received correspondence from the Respondent's advisers chasing for payment.

Respondent's evidence

[19] The Respondent accepted that they should have put the Applicant's account on hold pending his dispute about the invoice. The Respondent accepted that the debt should not have been passed to Alex M Adamson to send debt recovery letters or to BTO to raise court action. The Respondent explained that they had removed the associated late charges and administration fees.

Comment on Evidence

[20] The Tribunal noted that the Applicant pitched this allegation again as being related to a breach of the "GDPR Regulations". Again, no specific terms of the regulations were pointed to or referred to. The Respondent's grievance was simple enough to understand though. He received some legal correspondence as a consequence of his decision not to pay his factor's fees.

[21] He also was served with a Court Action. The Tribunal notes that the Respondent has accepted that they agreed to put his account on hold and that the debt recovery action taken shouldn't have occurred. The Tribunal however has no basis to conclude that the Respondent is not entitled to pass the contact details of those parties who owe it money to their advisors. Such action naturally could not work if the consent of the debtor was required in advance. The Tribunal therefore concludes that while it is true that the Respondent said they would put the account on hold but then didn't, there is no basis for concluding that the Respondent has breached the GDPR Regulations as suggested in the Application. The Tribunal certainly does not accept that it is a breach of OSP 1 "You must conduct your business in a way that complies with all relevant legislation" as alleged in the Application.

Finding in Fact

1. The Applicant stopped paying the Respondent's invoices in or around November 2023 and has made no payments since then. He lodged a dispute with the Respondent about the invoice he declined to pay.
2. The Respondent agreed to put the Applicant's account on hold while it investigated the Applicant's complaint about the invoice.
3. The Respondent failed to action that instruction meaning that the Respondent ultimately did receive the Respondent's standard debt recovery measures which included debt recovery emails and letters from the Respondent's professional advisers. While this was an omission on the part of the Respondent, there is no basis to conclude that the Respondent breached any data privacy legislation or does not conduct its business in a manner that complies with all relevant legislation.

Allegation 2

The Respondent consistently fails to meet their own stipulated timeframes from response for complaints, maintenance issues and general queries in respect of the following"

Sub-complaint

2.a. "Payment of £125.00 compensation as was agreed at the previous Tribunal"

Applicant's evidence

[22] It took the Tribunal some discussion with the Applicant to try and understand what this was about. Initially the Applicant referred to "*the homeowners housing panel*" and suggested that a judicial award had been made ordering the Respondent to pay the Applicant the sum of £125.00. However, it appeared that the Applicant was conflating various matters. As far as the Tribunal could understand the Applicant's evidence, there had been a mutual agreement made between the parties on 3 March 2022 that the Respondent would make a payment to the Applicant of £125.00 to settle a complaint which the Applicant had brought previously to the Tribunal.

[23] This was a private agreement between the parties and the Tribunal established eventually that no Property Factor Enforcement Order had been made. The Applicant's complaint was that the payment of £125.00 was not in fact credited to his account until 30 May 2022. He also claimed he had to chase that payment up and remind the Respondent of their agreement. The Applicant explained that it had been agreed that the payment should have been made within 30 days of 3 March 2022.

Respondent's evidence

[24] The Respondent accepted *“that things should have been done quicker”* She explained that a new accounting system had been brought in at the end of 2022 which had greatly improved the Respondent’s abilities to deal with such matters more promptly.

Comment on evidence

[25] The Applicant’s evidence on this point was confused and hard to follow. But it seemed that the Respondent had agreed to pay him £125.00 within 30 days from 3 March 2022 but instead did not pay the sum until 30 May 2022. The Tribunal accepted that would have been a legitimate source of frustration for the Applicant.

Part of Code breached.

[26] The Tribunal considers that this represented a breach of the Code albeit a relatively minor one, but a breach none the less. Such an issue could be framed against various aspects of the Code. The Tribunal considers that it best represents a minor breach of OSP6- *“You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the right training and information they need to be effective.”*

Disposal

[27] The Tribunal noted that the issue was frustrating for the Applicant. However, the Tribunal was glad to hear that the Respondent had updated their accounting system in a way that would make it far easier for ad hoc payments such as this to be made. The Tribunal felt that was sufficient to resolve matters and that accordingly it was not appropriate to make a Proposed Property Factor Enforcement Order on this issue.

Allegation 2(b)

“Grounds maintenance issue with grass and shrubs in a dilapidated state and requiring fixing- initially raised on 1 June 2022 and yet to be actioned to date.”

Applicant’s evidence

[28] It was apparent from the evidence provided that this matter was not nearly as stark as the allegation made by the Applicant suggested. The allegation suggests that the Applicant has been pressing the Respondent to take action regarding the grass and shrubs in the development since June 2022 and that no action has been taken to date. That is plainly not the case. The Applicant’s allegation here was that the Respondent had delayed in responding and taking action to issues raised. This is to be distinguished from consideration of the state of the grass and shrubs themselves. That is because it was apparent that the development in question had well documented issues with water

logging which causes challenges to maintaining the lawn and associated shrubs in the common areas. The Applicant's evidence was more akin to a general critique of the condition of these common areas. Despite the terms of the allegation, the Applicant did not appear able to adequately identify to the Tribunal examples of the Respondent failing adequately to engage with the Applicant about such matters. There was certainly nothing said by the Applicant that supported the allegation that the Respondent had failed to action a request to "fix" issues with grass and shrubs since 1 June 2022.

Respondent's evidence

[29] The Respondent denied any breach of the Code in this regard. They pointed to long standing correspondence between the parties on this issue. They had not 'failed to action' concerns since 2022.

Comment on evidence

[30] The Tribunal had no evidence and was not pointed to any evidence which suggested that the Respondent had unreasonably delayed dealing with any queries or complaints from the Applicant about landscaping issues. The Applicant's evidence was more to bemoan the condition of the landscaping. Little was said by him that suggested that the Respondent had been negligent or had ignored him.

Finding in fact

1. The common areas of the development have well documented drainage issues which mean that the grass and shrubs areas are hard to maintain.
2. The Respondent is well aware of these issues and takes appropriate action to try and deal with the issues.
3. The Respondent has not ignored or delayed in responding to the Applicant about these issues.

Allegation 2 (c)

"Issues with invoices as well as Property Factor harassing homeowner with Court Action threats"

[31] The Applicant acknowledged that in respect of the "court action threats" this allegation was a duplicate of the similar allegation referred to above. The "issues with invoices" was also not something the Applicant addressed the Tribunal on separately. The Applicant had other allegations which related to "invoices" and so the Tribunal in any event is satisfied that it understands the subsequent "issues" referred to in subsequent allegations. Those concerns are addressed by the Tribunal in consideration of other complaints about invoices below.

Allegation 2 (d)

“Deeds of conditions requested by Homeowner prior to Homeowner having to vote for major, costly, works and having these not provided, after they were requested multiple times, until after the vote deadline.”

Applicant’s evidence

[32] The Applicant began by explaining that he couldn’t remember what the works in question were. He speculated that it might have been something to do with the *“walls of the Property”*. His complaint was that he felt it necessary to review the deed of conditions before he cast his vote either for or against certain works being carried out by the Respondent on behalf of the residents. The Applicant explained that he had emailed and asked the Respondent for the deed of conditions. The Applicant was unable to point to any obligation on behalf of the Respondent to provide residents with a copy of their own title deeds. The Applicant also ultimately accepted that he would have been supplied with a copy of his own deed of conditions when he purchased his property. He actually then seemed to suggest that he in fact retained possession of the deed of conditions any way.

Respondent’s evidence

[33] The Respondent explained that she did not consider it to be the Respondent’s responsibility to supply residents with a copy of their own deed of conditions. Ms Piper said that *“it’s not our deed to issue”*.

Comment on evidence

[34] The Tribunal found the Applicant’s allegation somewhat unusual. It was odd that he said he couldn’t remember what the supposed vote was about and it was odd that he then readily accepted that he probably already had a copy of the deed of conditions anyway. The Tribunal was not presented with any evidence that suggested that the Respondent had a responsibility to supply the Applicant with a copy of his own title deeds on request. The Tribunal was unwilling to find that the Respondent had breached any part of the Code.

Findings in fact

1. The Applicant requested a copy of the deed of conditions from the Respondent.
2. The Applicant may already have had a copy of the deed of conditions and at least had other means at his disposal of obtaining a copy.
3. There is no obligation on the Respondent to supply residents with a copy of their own deed of conditions.

Allegation 2 (e)

“acceptance of reception of the Notification to the Housing Panel sent by the Homeowner (which undermines the process of applying to the Tribunal) as well as the Property Factor not responding to the Homeowner when raised that the Property Factor filling a Simple procedure Notice of Claim against the Homeowner was wrong and in breach of the COC”

Applicant’s evidence

[35] The Tribunal struggled to understand the first part of this allegation. It seemed to be that the Applicant was aggrieved that when he submitted this Application, the Respondent didn’t acknowledge receipt to the Applicant when he told them he had lodged this Application. But that seemed an unusual allegation as the Tribunal was not aware of any obligation on the Respondent to do that. Neither was the Applicant able to identify such an obligation to the Tribunal when he was asked about it. The Applicant did not have much to say about this when asked by the Tribunal. Neither did the Applicant say anything regarding the second aspect of this sub complaint, which was that the Respondent unreasonably delayed responding to the Applicant when he challenged them about the court action taken against the Applicant despite the case supposedly having been put on hold. The Applicant did not attempt to refer the Tribunal to any dates about this. Having listened to all that the Applicant had to say about this, the Tribunal could not see anything that might represent a breach of the Code.

Respondent’s evidence

[36] As the Applicant said very little about this, the Respondent said nothing else other than to acknowledge that they were unsure of the details here.

Comment on Evidence

[37] It has already been acknowledged that the Respondent made a mistake in neglecting to put debt recovery action against the Applicant on hold pending a review of his complaint. The Tribunal was presented with insufficient evidence by the Applicant to make any finding that the Respondent unreasonably delayed in responding to the Applicant about their mistake. The *“complaint details”* section of the Applicant’s bundle does not make this obvious nor did the Applicant take the Tribunal through any relevant details. Accordingly, the Tribunal does not feel able to make any relevant findings and rejects this aspect of the Application.

Allegation 3

“The Property Factor consistently produces invoices which contain works charged for but not carried out.”

Sub-complaint

Allegation 3 (a)

“carpet cleaning- the Homeowner was charged for carpet cleaning on 13 September 2022 but the cleaning was never carried out”

Applicant’s position

[38] The Applicant’s evidence here was he felt sure that he had been charged for cleaning of the communal carpet in the building on 13 September 2022. However, his evidence here was somewhat strange and hard to understand. In support of his position, he referred the Tribunal to the relevant invoice showing the sum charged for the carpet cleaning. But he also referred to a photograph showing the relevant carpet in a condition that the Applicant suggested demonstrated that the carpet had not been cleaned. However, it was only after the Tribunal asked the Applicant questions about the issue that the Applicant revealed that the relevant photograph had been taken on 9 September 2022. The Tribunal was therefore unable to draw any conclusions from the photograph as it appeared to show the carpet before it was cleaned and was something of a red herring. The Tribunal was left however somewhat unsure of what the Applicant had intended the Tribunal to conclude from the photograph. He also said that he hadn’t noticed the carpet being cleaned on the day of 13 September 2022.

Respondent’s evidence

[39] The Respondent explained that they had received an invoice from the carpet cleaner who regularly cleaned the carpet and who had directly confirmed to them when asked that they had cleaned the carpet on 13 September 2022.

Comment on Evidence

[40] The Tribunal found the evidence supporting the allegation to be lacking. The Tribunal had no reason not to believe what the Respondents were saying. Even if the carpet hadn’t been cleaned on the date in question, then there was nothing to suggest the Respondent was acting dishonestly or carelessly. They had looked into it and been told that the carpet had been cleaned on that date. So even in that scenario the Respondent would have been misled by the cleaners and would not be worthy of the blame the Applicant sought to attach. But the Tribunal had no reason to conclude that this scenario had materialised in any event. It seemed more likely than not that the carpet was cleaned on 13 September 2022. The Tribunal found the Applicant’s evidence

on the point not to be credible or reliable. The fact that he had presented a photograph that pre-dated the cleaning as evidence of the fact that it hadn't been cleaned seemed most strange. The Tribunal was unsure what the Applicant's motivations were in that regard.

Finding in fact

1. There is no basis for suggesting that the Respondent has inappropriately charged for carpet cleaning on 13 September 2022 or indeed on any other days.

Allegation 3 (b)

"Grounds Maintenance- the grounds maintenance team came out to cut the grass on a day when it was very rainy and the contractor was destroying the grass (09/09/22), The Homeowner raised this with the contractor in person whilst the grass was being cut, and decimated. The Homeowner was still charged the full amount on the Q4 2022 invoice."

Applicant's evidence

[41] The Applicant explained that he was concerned about the poor condition of the grass and the shrubs in the communal area of the development. He referred the Tribunal to photographs. Having considered the photographs carefully, the Tribunal could not share the Applicant's concerns. The photos showed what looked like some unremarkable, small muddy areas in a small garden. The Tribunal was not unduly concerned that the images depicted anything out of the ordinary. The Applicant said that he was very concerned about maintenance workers cutting the grass when it was wet. He said they were damaging the grass. He accepted that he had no expertise or particular knowledge about such matters but considered the damage to be self-evident.

[42] He described how on 9 September 2022, he saw a grounds maintenance worker cutting the grass in wet conditions and he went out and challenged him. The maintenance worker did not say anything and removed himself from the situation. The Applicant said nothing that might have supported his allegation that he should not have had to pay for grounds maintenance in Q4 of 2022 or indeed at any other times.

Respondent's evidence

[43] The Respondent explained that the development suffered from poor ground conditions. This was well documented and had been the situation since the development was built by Persimmon. The development was adjacent to the Silverburn Shopping Centre and that was thought to have affected the drainage in the development. The grass is not thriving. The Respondent had suggested to residents that they might want to have fresh turf laid but there were insufficient votes case in favour. The Respondent explained that they discourage residents from liaising with contractors directly and

certainly not in the manner that the Applicant did. The Respondent explained to the Tribunal how often ground maintenance is carried out and everything seemed in order. They explained that the contractors would know what they were doing and that sometimes they probably considered it necessary to cut the grass in the rain. The Respondent clearly proceeded on the basis that the contractors would know what they were doing.

Comment on the evidence

[44] The Tribunal could find no basis to conclude that the Applicant had been inappropriately charged for grounds maintenance in Q4 of 2022 or any other periods of time. The Tribunal agreed with the Respondent that the expectation should be that residents should not challenge contractors directly. The way the Applicant described it, it seemed quite a confronting incident for the contractor. The Tribunal understands that faced with the Applicant approaching unexpectedly and challenging the contractor about what he was doing, it was entirely understandable that the contractor would simply remove themselves from the situation. The Tribunal imagined that the incident may have seemed somewhat out of the ordinary to the contractor and perhaps even most other residents.

Findings in fact

1. There is no basis for suggesting that the Respondent has charged inappropriately for grounds maintenance works in the fourth quarter of 2022 or in any other time periods.
2. The grass and outdoor areas in the development have poor drainage. These issues are long standing and well documented.
3. The Respondent suggested that the residents might want to lay fresh turf but the residents did not instruct the Respondent to do this.
4. The Applicant confronted a contractor cutting the grass on 9 September 2022 and challenged him about why he was cutting the grass in the rain. There is no reason to conclude that the Respondent is not dealing with the situation as best they can.
5. There is no basis for suggesting that the Applicant should not have to pay his fair share of the landscaping invoices.

Allegation 3 (c)

“Door handle- The eastern facing door handle has fallen off and had to be replaced a total of three times now and the homeowner has been charged on all three occasions.”

Applicant’s evidence

[45] The Applicant’s evidence was that there was a handle to a communal door that was frequently misused and damaged by other residents in the building. The Applicant

explained that the handle was replaced by a tradesperson each time before eventually the style of the door handle was changed to a different type that seems to have stopped the damage. The Applicant's position appeared to be that it was not fair that he had to pay his proportionate share of the costs of repeated repairing of the door handle. It was left unclear as to whether he thought that the Respondent themselves should be liable for the costs of repairing the door handle or whether he expected the tradesperson not to charge for their services. The Tribunal suspects that the Respondent may also have wanted the Respondent to have the style of handle replaced after the first occasion although he said nothing that might show such action as having been obvious.

Respondent's evidence

[46] The evidence on behalf of the Respondent was largely in agreement with what the Applicant said in terms of the facts but they dispute that this gave rise to any breach of the Code.

Comment on evidence

[47] The Tribunal could find no basis for concluding that the Respondent had fallen short of their obligations in respect of this matter or breached the Code. There was certainly no basis for finding that the Respondent had charged inappropriately for replacing the door handles. There was no dispute that the door handle had been damaged numerous times. It is prudent to replace damaged items and indeed is one of the reasons residents benefit from having a property factor who organises such things on their behalf. The Tribunal took the view that the Applicant clearly thought the facts of the situation would provide an unflattering account of the way the Respondent went about its business but the Tribunal could not agree with that premise.

Findings in fact

1. There is a door in the common areas of the building which has been damaged on three occasions by residents of the building.
2. The Respondent has arranged for it to be repaired on each occasion.
3. The style of the door handle has now been altered so that it is less likely to be damaged.
4. There is no basis for suggesting that the Respondent has charged inappropriately for the proportionate costs of the tradesperson bills.

Allegation 3 (d)

"W.M Brown Fire alarm maintenance- the Homeowner noticed multiple charges didn't make sense (all four quarterly invoices from 2023). The Property Factor acknowledged the incorrect charges and rebated the Homeowner. If the Homeowner had not noticed the charges, the Property

Factor would have gotten away with essentially stealing from the Homeowner due to the incorrect, and numerous charges."

Applicant's evidence

[48] The Applicant suspected that there were duplicate and unnecessary charges on the Respondent's invoices for services carried out by *W.M Brown Fire alarm maintenance*. The Tribunal was shown the relevant entries. The Applicant's position was that he raised this issue with the Respondent. The Respondent then investigated and realised that *W.M Brown Fire alarm maintenance* had indeed been sending them duplicate invoices which had each been settled along with the legitimate invoices. The Tribunal was unsure of how in light of this, the Applicant could legitimately accuse the Respondent of "*stealing from the homeowner*". The Tribunal could understand the Applicant being aggrieved that the Respondent didn't notice that they had been sent and settled duplicate invoices but this appeared far removed from supporting an allegation that the Respondent stole from the Applicant. The Applicant said he did not know if everyone had been reimbursed. He accepted that he had been reimbursed.

Respondent's evidence

[49] The Respondent accepted that they had been sent duplicate invoices by *W.M Brown Fire alarm maintenance* which had been settled inappropriately. The Respondent accepted that it was helpful that the Applicant had pointed this out. The Respondent had gone back to *W.M Brown Fire alarm maintenance* and challenged them and received an apology and full reimbursement. This then allowed the Respondent to then reimburse all residents. The Respondent was grateful for the Applicant bringing this to their attention. They had then acted promptly to secure the appropriate reimbursements for all. The Respondent explained that the new accounting system that they had upgraded to meant that instances like this were much less likely to happen. This incident happened just before the Respondent implemented their new accountancy improvements. Invoices are also now all uploaded to a new online portal so that all residents can see the invoices settled on their behalf.

Comment on Evidence

[50] The Tribunal noted that the Applicant had helpfully pointed out that the Respondent had been overcharged by one of their suppliers. However, the Applicant's allegation that the Respondent was effectively stealing from him appears misguided. This seems like a fairly routine administrative error that may very well have been reconciled in due course in any event. The principal complaint relating to this sub-complaint is that the Respondent consistently produce invoices which contain works charged for but not carried out. It seems noteworthy that it was the supplier who was at fault and who has since apologised and ensured that the Respondent was reimbursed.

[51] The Respondent then in turn reimbursed the residents. The Tribunal cannot accept that the thrust of the allegation is true. The Tribunal cannot agree that the Respondent consistently produce invoices which contain works charged for but not carried out. This implies a clear allegation of wrongdoing on the part of the Respondent. In this sub complaint it was the supplier that made the mistake. The Respondent has now taken reasonable steps to avoid any repetition.

Findings in fact

1. The Respondent received and settled duplicate invoices sent to them by W.M Brown Fire alarm maintenance. The Applicant was concerned at the sums then charged to residents for these costs and flagged up his concerns to the Respondent.
2. The supplier had been wrongly sending duplicate invoices and these were therefore seeking payment of sums in excess of the sums properly due by the Respondent.
3. The supplier apologised and reimbursed the Respondent who in turn reimbursed the residents.
4. The Respondent has recently upgraded their accounting software to reduce the risk of any repetition.
5. This does not adequately demonstrate that the Respondent has breached the Code or acted improperly.

Allegation 4

“Lack of communication of price increases on items from invoice to invoice (including insurance premiums, management fees, landscape contracts, block cleaning contracts, fire alarm maintenance as well as lack of communication on invoices where the PF has made errors on overcharging or on price increases”

Applicant's evidence

[52] The Tribunal asked the Applicant for specific allegations about what he was meaning here. The Applicant was struggling to recall the details of what he was meaning and had difficulties finding an email in his bundle that might shed some light on the allegation. The Tribunal had initially suggested the Applicant move on to another issue and then return to this part of his case after the mid-morning break. After that point, the Applicant directed the Tribunal's attention to p188 of his bundle. Here was an email dated 13 October 2023 in which the Applicant raised certain issues with the Respondent. It seemed that he had challenged them as to how it was appropriate to increase their management fee from £26.62 in Q1 of 2023 to £35.77 in Q2 of 2023 which was an increase of £7.15 which was an increase in excess of 25%. He also challenged them regarding an increase in the insurance price without any prior communication-

from £144.51 for the entirety of 2022/23 to approximately £240.00 for the entirety of 2023/24.

[53] The Applicant also challenged the Respondent about increases in the costs payable to contractors including KJL Cleaning, WM Brown Fire alarm and maintenance and the fact that there was a change in the landscape contractors to what appeared to be a more expensive supplier. This email then proceeded to touch on other allegations considered elsewhere in the Application such as the duplication of charges by WM Brown Fire alarm and maintenance.

Respondent's evidence

[54] The Respondent explained that every year they issue a letter explaining the contractor costs for the year and the outcomes of their tender processes for supplier contracts. The Respondent pointed the Tribunal to an example of such a letter that was within the papers. The Respondent explained that such letters would have been sent out to all residents about any increases in the costs of suppliers. The Respondent was not however in a position to refer the Tribunal to any such other letters in this Application. The Respondent was however also not able to demonstrate having informed the residents about the increase in the management fee.

Comment on evidence

[55] The Tribunal accepted that it was more likely than not that that the Respondent did send out letters to residents about increases in the prices of suppliers. The Respondent's evidence to the Tribunal was balanced and the evidence provided by Ms Piper, Ms Harrison and Ms Bruce Sinclair was credible and reliable. They seemed candid and ready to admit when things could have been done better. The Tribunal was less willing however to take the Applicant's evidence completely on faith on this matter. His Application often appeared to exaggerate matters to make things look worse for the Respondent. The Allegation that the Respondent stole the duplicate WM Brown fire alarm invoices was such an example. The issue of the photograph supposedly showing that the carpet hadn't been cleaned was another such matter. The Tribunal therefore preferred the evidence of the Respondent on this point. However, the Tribunal did not find it satisfactory that the Respondent could not point to communicating with the residents at all about how and why the management fee was being increased. The evidence provided by the Respondent which was otherwise generally helpful did not assist the Tribunal in understanding this point.

[56] The Tribunal could not conclude that the Respondent had been transparent about the management fee increases as required by Section 3.1 of the Code. That section is in the following terms:

“3.1 While transparency is important in the full range of services provided by a property factor, it is essential for building trust in financial matters. Homeowners should be confident that they know what they are being asked to pay for, how the charges were calculated and that no improper payment requests are included on any financial statements/bills. If a property factor does not charge for services, the sections on finance and debt recovery do not apply.”

[57] The Tribunal also noted that the Respondent’s own Written Statement of Services, at page 252 of the Applicant’s bundle also stated that: *“We reserve the right to increase our management Fee on an annual basis. We will notify owners of any other management fee increase at the time of the fee being applied.”*

[58] There was no evidence of the Respondent having adhered to this part of their own WSS by informing the residents of the increase.

Findings in fact

1. The Respondent send letters to residents informing them of any changes to the annual sums charged by suppliers for services such as grounds maintenance and cleaning companies and new contracts awarded and insurance costs.
2. The Respondent increased their own management fees from £26.62 in the first quarter of 2023 to £35.77 in the following quarter of 2023. This represents an increase of £7.15 which is an increase in excess of 25%.
3. The Respondent has been unable to demonstrate informing residents of the change or explaining how the increase had been calculated. In that respect the Respondent has not been transparent about their management fees in contravention of paragraph of 3.1 of the Code.

Breach of Code established. 3.1

Disposal

[59] The Tribunal considers that the remedy is for the Respondent to write to the residents and clarify and highlight all increases to their management fees from 2023 onwards and explain to the residents how the increases were calculated. The Respondent should demonstrate compliance with this within 2 months.

Allegation 5

“Double and sometimes triple charging of items”

Applicant’s evidence

[60] The Applicant accepted that this allegation was a duplicate of the issued relating to the WM Brown Fire alarm maintenance. The Applicant agreed that nothing further needed to be said about this.

Allegation 6

“Charging for items that were not instructed to be carried out- a lock box with the key to the block was installed by the PF for subcontractor convenience on a wooden fence without prior authorisation from residents.”

Applicant’s evidence

[61] On 28 June 2023, The residents were charged £127.00 for the installation of a lock box placed next to the bin sheds. This amounted to a charge of £14.20 per resident for the lock box. The Applicant was of the view that this was not standard maintenance and the Respondent’s “non-emergency repairs” value of £350.00 referred to in their Written Statement of Services “WSS” did not apply as this was “not a repair”. The Applicant would not express a view on whether any other residents took issue with this and he explained that “I don’t speak to my neighbours”.

Respondent’s evidence

[62] The Respondent explained that they installed a lock box in a discreet location near the bin stores to allow contractors to access the building efficiently. It would save money as otherwise contractors would have to charge for travelling to the Respondent’s offices each time they wanted to enter the building. It had worked well and allowed cleaners and other contractors to operate efficiently without any failed access charges. There had been nothing to suggest that it had caused any safety issues. In any event, the key simply allowed access to the communal areas of the building.

Comment on Evidence.

[63] The Tribunal concluded that the installation of the lock box was clearly to assist with maintenance of the building. The cost was reasonable and certainly within the £350.00 parameters for which the consent of residents was not required. The Tribunal notes that the £350.00 figure which was put forward by the Applicant was not challenged by the Respondent. However on review, this is not a figure directly mentioned in the Respondent’s WSS which was produced at page 248 of the Applicant’s bundle.

[64] The Tribunal did however conclude that the lockbox was part of routine maintenance which the Respondent was entitled to charge the residents for as per the WSS. It was part of routine maintenance because it was necessary to allow contractors to go about their business of maintaining the building efficiently. That was its sole

purpose. The Tribunal could make no finding of any impropriety and certainly no finding that there had been a breach of the Code.

findings in fact

1. On 28 June 2023, the Respondent invoiced the residents for the costs of installing a small lock box in the development discreetly placed next to the bin sheds.
2. The total cost was £127.00. This was organised by the Respondent to allow contractors to access the building efficiently without having to attend at the Respondent's office and uplift keys which would increase costs and result in failed access charges.
3. The installation of the lock box was routine maintenance and the Respondent was entitled to install the lock box and invoice the residents as they did.
4. The Respondent has not acted inappropriately.

Allegation 7

"The Property Factor's debt handling methods amount to sheer harassment whilst the homeowner's invoices are in dispute and his account to be on hold, after the Homeowner raised multiple issues with the Q3 2023 invoice on 13 October 2023"

[65] The Tribunal noted that this again was another duplicate allegation and the Applicant agreed that nothing more need be said about this issue.

Allegation 8

"PF has issues with their online Portal, RMG Living- which the Homeowner is actively encouraged by the PF to use, where the information/documentation is out of date, incomplete, missing entirely"

Applicant's evidence

[66] The Applicant was somewhat unable to address the Tribunal on the specifics of this. He admitted that he *"hadn't checked"* as to whether the portal had the up- to-date information on it currently. The Applicant's position was that the allegation spoke for itself. When he submitted the Application, the portal was not complete with the correct documentation. The Applicant did not address the Tribunal on what exactly he expected to see on the portal or what the Respondent was obligated to make available through the means of the portal.

Respondent's evidence

[67] The Respondent referred to having introduced an online portal to enhance the customer service experience. They accepted when it was first constructed it may not have allowed access to the most up to date WSS available. The Respondent explained that customers can always get the WSS from the website or it would of course be available on request to the Respondent

[68] The portal has recently been developed and it is to be used in conjunction with the website. The intention is that it will allow customers to see invoices and other expenses settled on their behalf and potentially act as akin to a notice board for each development.

Comment on Evidence

[69] The Tribunal did not think it particularly unreasonable that when the Respondent introduced an online portal it might have some teething issues. The Tribunal noted there was no requirement to provide an online portal. The Respondent was attempting to offer an enhanced service. The Tribunal was hesitant to be critical of that. There was no suggestion that documentation like the WSS would not have been readily available through other means. The Respondent's ambitions for the portal seemed positive.

Findings in Fact

1. The Respondent has developed an online portal to enhance the customer experience. It is the Respondent's intention that this can be used to upload supplier invoices so that residents can see what they are paying for.
2. It is also hoped that it can act as a form of online notice board.
3. When it was first created, it had the incorrect WSS uploaded to it.
4. The WSS and other documentation have always been available through other means such as through the Respondent's website or on request.
5. There is no legitimate basis to conclude the Respondent has breached the Code.

Conclusions

[70] Having made the above findings, the Tribunal notes the Respondent has breached OSP 6 and Paragraph 3.1 of the Code.

For the reasons given, the Tribunal proposes to make a Property Factor Enforcement Order in the following terms:

The Respondent is to write to the residents and clarify all increases to their management fees from 2023 onwards and explain to the residents how the increases were calculated. The Respondent should demonstrate compliance with this within 2 months.

[71] For the above reasons, the Tribunal therefore takes no further action.

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.

NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.

Legal Member

16 September 2025