



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)
in an application under section 17 of the Property Factors (Scotland) Act 2011
("the Act")**

Case reference FTS/HPC/PF/25/0429

Parties

Mr Iain McLulich (Applicant)

Park Property Management (Respondent)

Ritz Apartments, 26 Townhead Street, Strathaven, ML10 6AB (Property)

Tribunal Members:

Jim Bauld (Legal Member)

Mary Lyden (Ordinary Member)

Introduction

1. By application lodged on 3 February 2025 the Applicant applied to the Tribunal alleging breaches of certain sections of the revised Code of Conduct for Property Factors issued in terms of the Property Factors (Scotland) Act 2011 ("the 2011 Act")
2. The application was accepted and referred to a Tribunal for determination, and a Case Management Discussion was set to take place on 19 June 2025 via telephone conference call.
3. The Case Management Discussion ("CMD") took place by telephone case conference. The tribunal decided to fix a full hearing. That hearing was scheduled to take place on 16 December 2025 and appropriate intimation of that hearing was sent to both the Applicant and the Respondent.

Hearing

4. The Hearing took place on 16 December 2025. The applicant attended. Mr Paul McDermott, Managing Director and Mr. Tom McCubbine, Operations Director, represented the property factor
5. The applicant is the owner of one flat in a block known as the Ritz Apartments at 26 Townhead Street, Strathaven.
6. The homeowner indicated in his application that the respondent property factor was appointed by the previous property factor who resigned in May 2024
7. He complained that the property factor proceeded to seek an additional float from each homeowner in the sum of £200, increasing the float from £50 to £250, which he says was not allowed in terms of the title deeds.
8. He complained that the property factor thereafter resigned from office without having carried out any works to the property and that they have refused to provide him with final account and to return to him the additional float, which was collected during their tenure
9. The respondent's position was that there had been no breaches of the code of conduct and no failures by the property factor. It was his position that the tribunal should not even be considering the homeowner's application, as it was premature. The homeowner had failed to allow the property factor to deal with his complaints via their complaints process. He had failed to follow the requirements of section 17 of the 2011 Act.
10. The property factor's initial position was that they had remitted an invoice to each owner in respect of an increased float. That increased float was necessary to allow them to undertake ongoing works. It was paid by the homeowner without complaint or question. They accepted that they had subsequently resigned as factors in respect of the property.
11. After sundry discussion the tribunal explored with parties whether they were willing to agree a settlement of the matter. The applicant agreed that he would accept a payment from the respondents of a sum of £300 to resolve matters. The hearing was adjourned to allow that payment to be made. The respondents indicated they would make that payment by 19 December 2025.
12. By email to the tribunal dated 18 December 2025, the respondent confirmed they had paid the agreed sum to the applicant. They also enclosed a copy of a letter they had sent to him in which they apologised for the lack of consultation over the float increase. They indicated they would normally engage with owners in such a process, but development finances were under severe pressure and that they regretted the sequence of events.

13. The homeowner has not responded to the tribunal to confirm receipt of the letter from the respondent but neither has he been in touch to indicate that the agreed settlement not been effected.
14. In the circumstances, the tribunal assumes that the homeowner is content that the matter is now resolved and that he has also received the agreed payment
15. In the circumstances the tribunal takes the view that the application has been resolved by agreement between the parties and dismisses the application

Decision

The tribunal has therefore decided to dismiss the application

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.

Jim Bauld

2/3/26

Legal Member

Date