



**Decision and Statement of Reasons of 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/24/2465**

**Re: Property at Flat 2/1, 7 Oakfield Avenue, Glasgow, G12 8JF (“the Property”)**

**The Parties:**

**Mr Andrew McVitie, Flat 2/1, 7 Oakfield Avenue, Glasgow, G12 8JF (“the Applicant”)**

**James Gibb Residential Factors, Red Tree Magenta, 270 Glasgow Road, Glasgow, G73 1UZ. (“the Respondent”)**

**The Tribunal comprised:-**

**Mr A. McLaughlin- Legal Member: Ms S. Brydon- Ordinary Member**

**The Hearing**

[1] The Application called as a Hearing in Glasgow Tribunals Centre at 10am on 19 January 2026. The Applicant was personally present. Mr Alasdair Wallace who had participated on behalf of the Respondent previously was not present. The Respondent was unrepresented. A previous Hearing had been adjourned to allow the Respondent a final opportunity to attend. As they were not present again, the Tribunal decided to proceed in the Respondent’s absence.

[2] The Tribunal had before it the Application which alleged a sole breach of Paragraph 5.8 of the Code and a subsequent response from the Respondent denying the allegation.

[3] The relevant section of the Code alleged to have been breached is:

*“5.8 On request, a property factor must be able to demonstrate how and why they appointed the insurance provider, including an explanation where the factor decided not to obtain multiple quotes. “*

[4] The Tribunal had continued the Application to a Hearing for evidence to be heard and for a decision to be made. The Tribunal had made a Direction that any further evidence to be relied on should be submitted by 19 March 2025. On 8 August 2025, the Applicant submitted an email containing a total of 195 pages. However, as the previous Hearing had been adjourned to allow the Respondent a final opportunity to participate, the Tribunal determined that this would also mean that the Applicant's late papers would be allowed at the Hearing subsequently fixed.

[5] The Tribunal began hearing evidence from the Applicant. The Tribunal asked questions throughout to ensure that it understood the evidence. The Tribunal comments on the evidence heard as follows.

**Mr Andrew McVitie**

[6] The Applicant's evidence is that his own property is in a block of eight properties in a tenement building. The Respondent is the relevant property factor for the building. The Applicant explained that there had been regular increases in the block insurance costs. In May 2023, the Applicant approached the Respondent and suggested an alternative insurance quote he had found himself. The Respondent quickly acknowledged that proposal and wrote to the eight properties in the building with the relevant details suggested by the Applicant. The Respondent pointed out that if the residents wanted to organise the block insurance themselves, then the Respondent would have no involvement in that aspect of things at all. The Respondent pointed out that the residents would have to settle an *“advance payment request”* for the full premium. Thereafter all aspects of the relevant insurance policy would be between the residents and the relevant insurance provider of their choosing.

[7] The Respondent had previously told the Applicant that they would be content to assist in the implementation of the Applicant's proposal and that if the residents agreed, then *“we will invoice in full for the premium”* to allow the Applicant's proposal to be taken forward.

[8] Three properties paid the relevant sum, two properties paid late and three properties have still not paid. Each property's proportionate fee was £591.00. The Respondent took the view that as three properties had not paid, the residents had not put the Respondent in funds to allow the advance payment request for the premium to be paid and the new insurance arrangements implemented.

[9] The Applicant was clearly frustrated at what he saw as the poor financial decision making of his neighbours. The residents were all stuck, as he saw it, paying over the odds for an insurance policy, when cheaper cover was available. He was frustrated that three properties hadn't paid. The Tribunal asked the Applicant if he had made any

efforts to attempted to discuss matters with those neighbours himself. He indicated that he had not.

[10] The Applicant felt that the reason that the three neighbours had not paid was in part because the Respondent had asked them to pay an “*advance payment request*” rather than “*an invoice*” which had been the term used by the Respondent when explaining what they would do directly to the Applicant. The Applicant explained that an ‘*advance payment request*’ sounded optional- whereas an invoice did not. The Tribunal suggested to the Applicant that the proposed payment of £591.00 did in fact appear to be optional and that there was no compulsion for the residents to pay it. It was an optional course of action suggested to them at the request of the Applicant. The Tribunal suggested that describing the sum as an invoice- for services rendered- may in fact create the wrong impression. The Applicant had little to say about that. He was clearly just frustrated by the whole process.

[11] Having heard the evidence presented and having considered the documentation before it, the Tribunal made the following findings in fact.

### **Findings in fact**

1. *The Applicant owns the Property known as and forming Flat 2/1, 7 Oakfield Avenue, Glasgow, G12 8JF.*
2. *The Property is in a building made up of 8 flatted dwellings and which is factored by the Respondent.*
3. *The Respondent manages the block insurance for the building.*
4. *In May 2023, the Applicant approached the Respondent and suggested an alternative insurance provider he had sourced himself. The Respondent appropriately engaged with the Applicant and wrote to the residents regarding the Applicant’s proposals.*
5. *The Respondent explained that if the residents were to take matters into their own hands in such a manner, then the insurance policy would be entirely their own responsibility and the Respondent would take nothing to do with it. As such, the residents would require to settle the relevant premium in advance in full before the arrangement could be taken forward.*
6. *Three properties paid their pro-rata share of £591.00 promptly, three paid late and three have to this day declined to pay.*
7. *The Respondent has therefore not received payment of the relevant premium in advance and the Applicant’s proposed arrangement has therefore not been taken forward. The block insurance remains as managed by the Respondent.*
8. *The Applicant has not discussed the situation with the three properties who have not paid and is not aware of their thought processes.*

### **Decision**

[12] Having made the above findings in fact, the Tribunal found that there was no legitimate case for the Respondent to answer. The alleged breach of the Code was without merit and the Applicant had not indentified any breach or any conduct that was not entirely appropriate.

[13] The Tribunal considered that the Applicant's preoccupation with the terms "*invoice*" and "*advance payment request*" was unhelpful. The Applicant's proposal to his neighbours was a voluntary one. It was entirely legitimate and reasonable for the Respondent to describe the sum as an "*advance payment request*". To describe it as an invoice may very well have been wrong.

[14] The Tribunal was not minded to impose an exacting, legalistic standard on the words used in the emails between the Respondent and the Applicant about the matter. The Respondent used the term 'invoice', then perhaps on reflection, adjusted this to 'advance payment request' after having considered the position more thoroughly and formalised matters in their approach to the residents. The Tribunal found nothing nothing wrong with this.

[15] The Tribunal refused the Application and declined to make any Property Factor Enforcement Order.

### **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  
22 February 2026

