



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) in connection with an application under section 17(1) of the Property Factors (Scotland) Act 2011**

**Chamber Ref: FTS/HPC/PF/24/4189**

**Re: Property at 25 Kingsburgh Crescent, Flat 1, Edinburgh, EH5 1RU (“the Property”)**

**Parties:**

**Mr Christopher Purnell at 25 Kingsburgh Crescent, Flat 1, Edinburgh, EH5 1RU (“the Applicant”)**

**Residential Management Group Scotland LTD, RMG House, Essex Road, Hoddesdon, Hertfordshire, EN11 0DR (“the Respondent”)**

**Tribunal Members:**

**Yvonne McKenna (Legal Member) and Ahsan Khan (Ordinary Member )**

**Summary of Discussion**

**Background**

1. In this Note, the Property Factors (Scotland) Act 2011 is referred to as “**the 2011 Act**”; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors is referred to as “**the Code**”; and the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016 are referred to as “**the Rules**”.

2. By application to the Tribunal dated 3 October 2024 the Applicant made an application under section 17 (1) of the 2011 Act.

3. In terms of the application, the Applicant complained that the Respondent had;

A; Breached Paragraphs 1.2, 1.5, 2.1 and 2.7 of the Code.

B; Failed to carry out the Property Factor’s duties.

In respect of the Property Factor’s duties, the Applicant stated that the Respondent had failed to consider the specific needs of wheelchair users, and had refused to

make necessary accommodations which directly discriminated against him due to his disability. He argued that he had previously informed the Respondent that he was finding it increasingly difficult to access the building due to sudden changes made to the front doors. The changes he stated were made by a locksmith without any prior consultation, making it considerably more challenging for him, as a wheelchair user, to enter and exit the property. He argued that this constituted a breach of the Equality Act 2010.

In addition he had previously requested the installation of a disabled push button for the front door, as this would significantly improve his ability to access the property. He stated that while he received quotations for this adjustment, the Respondent did not allow him to cover the cost himself, nor was his request acknowledged in a meaningful way. Instead the matter was put to a vote among the residents, and the installation was rejected, as he is the only resident in the building facing access issues.

4. In support of the application, the Applicant submitted the following;

- E-mail to the Respondent from the Applicant dated 7 October 2024, being notification under section 17 (3) (a) of the 2011 Act.
- E-mails from the Applicant to the Respondent dated 8 April 2024, 16 April 2024, 24 April 2024, 7 May 2024, 10 June 2024, 28 June 2024, 5 July 2024, 19 July 2024, 8 August 2024, 19 August 2024
- Letter from the Respondent to the Applicant dated 16 May 2024, with Development Schedule
- E-mails from the Respondent to the Applicant dated 11 April 2024, 16 April 2024, 16 May 2024, 17 May 2024, 10 June 2024, 1 August 2024, 8 August 2024, 13 August 2024, 14 August 2024, 22 August 2024, 7 September 2024
- The Respondent's written complaints procedure
- The Respondent's written statement of services ('WSS')

5. By Notice of Acceptance of application dated 2 December 2024, a Legal Member with delegated powers from the Chamber President intimated that there were no grounds upon which to reject the application.

6. The application was therefore referred to a Case Management Discussion ('CMD'). The CMD took place on 16 June 2025, by teleconference, at 10am. Notification of the Case Management Discussion was given to the parties in accordance with Rule 17(2) of the Rules.

7. On 9 April 2025 the Respondent lodged written representations (Papers 1-8) together with various productions (items 9-59) together with an attached Inventory.

8. On 11 April 2025 the Applicant replied to the written representations by e-mail to the Tribunal.

#### **The First Case Management Discussion ('CMD') (16 June 2025)**

9. The initial CMD took place by telephone conference on 16 June 2025. Both parties were present. The Respondent was represented by Ms Lisa Piper, Regional

Manager. Also in attendance for the Respondent, was Ayse Torlaci, Property Manager, and Imogen Harrison, Financial Advisor. Both parties were content that the CMD proceeded by teleconference.

10. The Tribunal went over all the paperwork that had been received by parties. Each confirmed that this was the same paperwork they had received from the Tribunal.

11. Mr Purnell was referred to his most recent e-mail to the Tribunal which stated,

*“...I remain willing to engage constructively to resolve this matter but respectfully request that the Tribunal support enforcement of the standards and duties in place to protect disabled homeowners.”*

He said that he would be happy to consider mediation with the Respondent. He said that he had received ‘zero’ contact with them, and found it ‘shocking’ that three representatives would turn up to the CMD today. However he would be happy to engage in a dialogue with the Respondent.

12. One of his main concerns was the fact that he was still waiting for a resolution of his complaint.

13. The Tribunal asked the Applicant about the competency for bringing an application to the Tribunal regarding adjustments for common parts for home owners. The Tribunal queried whether an action of that nature should be raised in the sheriff court. The Applicant said that given his original complaint related to the instruction of works, and the constantly missed deadlines, this is why the case was made to the Tribunal. He said that it seemed to him that the failure to respond to his stage 2 complaint was being blamed on one person, but pointed out he had been in communication with various contacts for the Respondent, including the customer services and complaints department. He felt that there was a systematic failure with the complaints procedure.

14. Ms Piper said that the Respondent would 100 %, be willing to meet up with the Applicant, and to enter into dialogue and/or a mediation process with him. She said that the Respondent was very sensitive to his situation. She said that the Respondent had written to all the other owners in the building, in an effort to have the works progressed, but unless consent was forthcoming the Respondent ran into problems. She wanted to be able to move matters forward for the Applicant. There could also be a prospect of the Respondent organising a meeting for the Applicant to be able to speak to the other homeowners, in order that his point of view could be discussed with the other residents. This is particularly appropriate as the Applicant has offered to pay for the required works. There may indeed be a way forward.

15. She explained that the door entry delay system has been put in place to make things a bit easier, but acknowledged that it is still a challenge for the Applicant to enter and exit the building.

16. Ms Piper acknowledged that there had been problems regarding responses being made by the Respondent to the Applicant’s formal complaint. She said that

there had been a response to his initial complaint, but acknowledged that there had been no formal response to his second stage complaint. The job had unfortunately been closed down when it ought not to have been.

17. She would be happy to discuss this aspect of the complaint in discussions with the Applicant and to consider the issue of compensation.

18. Parties were therefore in agreement that there was potential here for them to have a 'round the table' meeting, in order to ascertain if there was any alternative way of settling their dispute, before the matter proceeded further. Both agreed that this may assist the progress of the case if there could be some open dialogue. Mediation may assist in that regard. If parties were able to resolve matters then the Applicant may wish to withdraw his application. If matters could not be resolved the matter would progress to a further CMD, in order to determine further procedure.

### **The second CMD (28 October 2025)**

19. A second CMD took place by teleconference on 28 October 2025. Following the first CMD, the Applicant submitted two further e-mails to the Tribunal dated 11 July, and 16 July 2025. Mediation had not resolved the parties' dispute and the Applicant sought a further CMD.

20. Mr Purnell was present. The Respondent was again represented by Ms Lisa Piper, Regional Manager. Also in attendance for the Respondent, was Ms Ayse Torlaci, Property Manager, and Mr Alistair Crichton, Property Manager.

21. Mr Purnell accepted that his application to the Tribunal was in relation to the specified aspects of the Code. He accepted that these heads of claim did not include any complaints under the 2010 Equality Act. He said that his complaint was in relation to poor communication by his factors and continual missed deadlines.

22. He said that what he wanted to achieve from the tribunal process, was for the Respondent to adopt a better complaints procedure. As a homeowner he had a right to complain. If the Respondent as an organisation was willing to pick and choose which complaints they answered, then his only recourse was to apply to the Tribunal.

23. He said that the issue of the front door to the building remained a huge problem for him. During the past one and a half years, he had sensed that the adaptations to the front door were not going to be installed by the Respondent. He said that throughout the discussions which had ensued, the Respondent had not been interested in that. However, he was aware that this application would focus on the Respondent's alleged breaches of the Code as specified/claimed by him.

24. Mr Purnell is not willing to accept the £100 offered by way of compensation to him. He referred to that as a, "slap in the face". He said that he was paying the Respondent himself approximately £100 per month. He went on to complain about the meetings which were to be arranged regarding possible mediation. The Tribunal explained that this application is not in relation to any further issues that have arisen regarding additional lack of communication on other matters. We are restricted to the matters outlined in the original written application. If the Applicant feels that other

matters have arisen that he wishes to take issue with, they will require to be the subject of a separate application to the Tribunal.

25. Ms Piper said that the Respondent was not uninterested in the Applicant's position regarding the door. It was not that they did not want to help. They needed to abide by the Deed of Conditions for the premises. As factors, they did not have the right to go ahead and make any changes. They sympathised and empathised with the Applicant's position. It was not that they were not interested. They had sent in their responses regarding the communications part of the application. They had accepted that there have been failings, and had offered £100 by way of compensation. This offer had been rejected by the Applicant. They had never shied away from the error made, which they put down to human error.

26. Both parties were content that the case proceed to a Hearing, and they felt that this could be dealt with as a paper Hearing, without a requirement for oral evidence.

27. Separate Directions were issued by the Tribunal in relation to any final submissions. The Applicant was afforded 14 days to lodge any final submissions if required. The Respondent had a 14 day period to respond. The Tribunal accepted that the suggestion of a hearing on the papers was something that came up in the course of the CMD. Whilst both parties said that they thought this was the right way to proceed, they were provided time to reflect on that, and make further submissions requesting an oral hearing if required.

28. On 30 October 2025, the Applicant submitted his final written submissions and confirmed he remained content for the matter to proceed on the papers. No further representations were made by the Respondent in response.

29. A hearing on the papers took place on 23 January 2026.

### **Findings in Fact**

30. The Applicant is the proprietor of the Property. He moved into the Property on 28 March 2024. The Property is a flat in a block of properties. The two main communal block access doors to the building in which the Property is located, are very heavy to open.

31. The Applicant is a disabled person, and a full-time wheelchair user.

32. On 8 April 2024, the Applicant contacted the Respondent to advise that he had moved into the Property and had not received any documentation on setting up an account. He raised a query asking who he could speak to regarding wheelchair access to the Property. He asked to pay for a push button opener for the communal access door.

33. On 11 April 2024, the Respondent responded. The communication stated that documentation was required to process the sale of the Property, and that once this was received, the welcome communication would be issued. It stated that the door amendment query would be passed on to the property manager to review.

34. On 16 April 2024, the Respondent's property manager contacted the Applicant. The e-mail advised that she had asked for two contractors to cost the push button access. She stated that once quotes were received, she would let owners know.

35. On 24 April 2024, and 7 May 2024, the Applicant chased the Respondent for an update.

36. On 16 May 2024, the Respondent responded to the Applicant and advised that the sale had now been processed, and the welcome letter had been issued by e-mail. The Applicant was advised that the property manager would be chased regarding an update on the push button access.

37. On 17 May 2024, the property manager contacted the Applicant. She advised that she had asked 3 contractors for quotes, and had now chased them for a response.

38. On 10 June 2024, the Applicant contacted the Respondent asking for an update regarding the push button access. The Respondent's property manager responded on the same date. Her e-mail said that she had received a quote, and attached the quote to her e-mail. She advised that another quote was requested from another contractor, and she would chase it again.

39. On 28 June 2024, the Applicant contacted the Respondent's property manager asking for an update on the quotes. He sent further queries regarding works that had been carried out on the front door on 27 June 2024. He expressed that the works carried out on the front door had made it harder for him to open the door, and to leave the building.

40. On 5 July 2024, the Applicant contacted the Respondent's property manager stating that he had received an invoice, and would be happy to withhold payment until the points in his previous e-mail were addressed.

41. On 19 July 2024, the Applicant contacted the property manager and the customer service centre to raise a formal complaint regarding the door arrangements in the building. He complained that he had not received any updates on whether adjustments could be made to the door closers, and the timing on the door unlock button system, to make them more accessible. He stated that quotes were still awaited for installing a push button main door system which the Respondent was arranging; and that it had been four months since the process began, and he had yet to receive any updates.

42. On 1 August 2024, the Respondent's customer service analyst contacted the Applicant, and acknowledged the formal complaint. They stated a response would be issued within 10 working days.

43. On 8 August 2024, the Respondent provided a response to the Applicant's formal complaint. The response stated that the property manager had obtained two quotes for the installation of the push button option for the doors, and that they planned to have this communication sent to owners in the block. The correspondence stated that the owners would be asked to vote on their decision,

pointing out that they could not proceed with the work if there was no majority of votes to do so.

44. On 8 August 2024, the Applicant responded to the Respondent, advising that there were parts of his initial complaint that were not answered. He requested that his complaint was escalated to stage 2. He stated that there was no response to his queries regarding accessibility, and that the lack of communication was something that had not been addressed. He complained that his request for the reversal of the works carried out at the front door was not answered. He complained that his offer to pay for the push button was not acknowledged.

45. On 13 August 2024, the Respondent's property manager replied to the Applicant and apologised for the delay. She stated that she had asked for quotes for the push button. She asked the Applicant for clarification on whether he would like to pay for these works, and which quote he would like to accept. She stated that she would also require to obtain quotes for the maintenance of the push door system that would need to be charged to the block of proprietors. She stated that she would instruct a locksmith to attend regarding the matters raised by the Applicant. The response from the property manager was issued outwith the Respondent's formal complaints process, and the complaint was closed.

46. On 13 August 2024, two quotes for the installation of the push button doors were sent to the owners in the block along with a voting form, and a request to respond by 21 August 2024.

47. On 14 August 2024, the Respondent's complaints analyst e-mailed the Applicant stating that his concerns had been escalated to the review stage of their complaints procedure and a full response would be issued within 10 working days.

48. On 19 August 2024, the Applicant responded to the property manager asking for a timeframe for when the locksmith would attend. He stated that he would like to obtain his own quote for a push button system.

49. On 22 August 2024, the Respondent's complaints analyst contacted the Applicant stating that they were aware a response to his complaint was due that day and stated a further 5-10 working days to respond was required. They stated that his enquiries were being thoroughly investigated at Director level.

50. On 28 August 2024, the Respondent's property manager e-mailed the Applicant. The e-mail stated that she had asked the locksmith to attend, and they had attended the previous week. She said that the locksmith had checked the door closed, and the locksmith said that it could not be adjusted to make the door any lighter to open. The Applicant was advised that a part was ordered which would give a time delay, to allow more time in between pushing the button, to opening the door. The e-mail stated that repairs are organised on behalf of owners, and only vetted contractors would be used, and that the Respondent's contractor's team ensure contractors have the correct insurance and qualifications for required works. The Applicant was advised that the Respondent could not give permission for his request to obtain his own quote.

51. On 12 September 2024, the Applicant was advised by e-mail from the Respondent that all owners were written to with quotes for approval, and for maintenance costs to follow. He was advised that the Respondent could not proceed with the works as a majority of 'No' votes were received.

52. The Respondent, in the course of their business, has managed the common parts of the development of which the Property forms part, since their appointment in August 2019. The Respondent, therefore, falls within the definition of "property factor" set out in Section 2(1)(a) of the 2011 Act. The Respondent was under a duty to comply with the Code from the date of their registration as a Property Factor.

53. The Applicant notified the Respondent in writing as to why he considers that the Respondent has failed to carry out their duties arising under section 14 of the Act on 7 October 2024.

54. The Applicant made an application to the First-tier Tribunal for Scotland Housing and Property Chamber on 7 October 2024, under Section 17(1) of the 2011 Act.

55. The WSS states (Section 6) that the Respondent will endeavour to acknowledge receipt of emails within five working days and that timescales for resolution of queries, relevant to the prevailing issues, will be indicated within their acknowledgement.

56. The WSS states (Section 7) that a Stage 1 or Stage 2 complaint will be acknowledged and that a response will be provided within 10 working days. The WSS provides Stage 1 is managed by the dispute resolution team; Stage 2 is referred to a regional manager; Stage 3 is referred to an operations director; and Stage 4 to a senior director. It goes on to provide that if a homeowner remains dissatisfied an application can be made to the Tribunal.

57. The Respondent's written complaints procedure states that it is the Respondent's objective to resolve complaints within the first stage of the formal complaints procedure, which will be dealt with by 'the appropriate management team'. The aim is to respond within 10 working days. In the event that the homeowner feels the matter needs to be taken further, then on request, the complaint will proceed to a review. The review is undertaken by an operations director. The aim is to respond within 10 working days. It goes on to provide that if a homeowner remains dissatisfied an application can be made to the Tribunal.

## **Alleged Breaches of the Code**

### **58. Paragraph 1.2**

**Paragraph 1.2 states; A property factor must take all reasonable steps to ensure that a copy of the WSS is provided to homeowners:**

- **within 4 weeks of the property factor:-**
  - **agreeing in writing to provide services to them; or**
  - **the date of purchase of a property (the date of settlement) of which they maintain the common parts. If the property factor is**

- not notified of the purchase in advance of the settlement date, the 4 week period is from the date that they receive notification of the purchase;
- identifying that they have provided misleading or inaccurate information at the time of previous issue of the WSS.
- at the earliest opportunity (in a period not exceeding 3 months) where:
  - substantial change is required to the terms of the WSS.

**Any changes must be clearly indicated on the revised WSS issued or separately noted in a 'summary of changes' document attached to the revised version.**

59. In his written submissions the Applicant stated; *To be clear, this application relates specifically to communication failures, missed deadlines, and failures in complaints handling and service delivery falling under the Code.*

60. The Applicant submitted that the Respondent had failed to communicate timeously and effectively. Despite repeated attempts to resolve matters directly he received;

(a) Significant delays or no replies to multiple e-mails

(b) Missed deadlines committed to by the Respondent

(c) No proactive updates despite the Respondent acknowledging the problems.

He submitted that this conduct is inconsistent with Paragraphs 1.2 and 1.5 of the Code, which requires factors to respond within reasonable timescales and maintain transparent communication.

61. In their written responses, the Respondent states that;

Nothing has been noted relating to this section. The Respondent believes this Code has been cited incorrectly as nothing has been noted regarding this Code.

**62. Paragraph 1.5 of the Code states;**

**The WSS must make specific reference to any relevant legislation and must set out the following:**

***A. Authority to Act***

**(1) a statement of the basis of the authority the property factor has to act on behalf of all the homeowners in the group. Property factors operating under a custom and practice arrangement with no formal appointment should clearly indicate this arrangement to homeowners in the WSS. Where this is the case, homeowners and property factors may wish to consider formalising their appointment;**

**(2) where the property factor has purchased the assets of another property factor, a clear statement confirming whether the property factor has taken on the outstanding liabilities of the previous property factor, and any other implications of the takeover for homeowners;**

**(3) where applicable, a statement of any level of delegated authority, for example the financial thresholds for instructing works and the specific situations in which the property factor may decide to act without further consultation with homeowners.**

#### ***B. Services Provided***

**(4) the core services that the property factor will provide to homeowners. This must include the target times for taking action in response to requests from homeowners for both routine and emergency repairs and the frequency of property visits (if part of the core service);**

**(5) the types of services and works which may be required in the overall maintenance of the land in addition to the core service, and which may therefore incur additional fees and charges (this may take the form of a 'menu' of services) and how these fees and charges are calculated and notified to homeowners.**

#### ***C. Financial and Charging Arrangements***

**(6) the management fee charged by the property factor, including any fee structure and also the property factor's policy for reviewing and increasing or decreasing this management fee;**

**(7) what proportion, expressed as a percentage or fraction, of the management fees and charges for common works and services that each homeowner is responsible for. This is likely to be set out in the title deeds for the property. If management fees are charged at a flat rate rather than as a proportion, then this should be clearly stated;**

**(8) any arrangements relating to payment by homeowners towards a deposit, float or floating fund, confirming the amount, payment process and repayment policy (at change of ownership or where the service is terminated by homeowners or by the property factor) (see section 3 of the Code: Financial Obligations);**

**(9) any arrangements for collecting payment from homeowners for sinking or reserve funds, specific projects or cyclical maintenance, confirming amounts and payment process;**

**(10) the timing and frequency of billing and by what method homeowners will receive their bills;**

**(11) how the property factor will collect payments, including timescales and methods (clearly stating the payment methods available to homeowners). Any charges relating to late payment must clearly state the period of time after which these charges would be applicable (see Section 4 of the Code: Debt Recovery);**

(12) the property factor's debt recovery procedure which must be made available on request (see section 4 of the Code: Debt Recovery).

#### ***D. Communication and Consultation***

(13) how homeowners can access information, documents and policies/procedures that they may need to understand the operation of the property factor;

(14) procedures and timescales for responding to enquiries and communications received from homeowners in writing and by telephone (including details of the property factor's standard working hours);

(15) the property factor's complaints handling procedure;

(16) the property factor's privacy notice and their registration details with the Information Commissioner's Office's Data Protection Public Register.

#### ***E. Declaration of Interest***

(17) a declaration of any financial or other interests which the property factor has in the common parts of property and land to be managed or maintained, for example as a homeowner (including where the property factor is an owner or acting as a landlord but not where it is undertaking letting agency work in respect of a property). If no interest is declared, then this must be clearly stated.

#### ***F. Information about the 2011 Act and the duties it places on property factors.***

(18) this will include the duty to Register, the use of a Property Factor

Registered Number and the duty to comply with the Code.

#### ***G. How to End the Arrangement***

(19) clear information on when and how a homeowner should inform the property factor of an impending change in ownership of their property (including details of any reasonable period of notice which is required by the property factor to comply with its duties under this Code. This information should also state any charges for early termination/administration costs;

(20) clear information that homeowners may (by collective or majority agreement or as set out in their title deeds) terminate or change the service arrangement including signposting to any relevant legislation, for example the Title Conditions (Scotland) Act 2003 and the Tenements (Scotland) Act 2004. This information should include any "cooling off" period or period of notice;

(21) a clear statement confirming the property factor's procedure for how it will co-operate with another property factor to assist with a smooth transition

**process in circumstances where another property factor is due to or has taken over the management of property and land owned by homeowners; including the information that the property factor may share with the new, formally appointed, property factor (subject to data protection legislation) and any other implications for homeowners. This could include any requirement for the provision of a letter of authority, or similar, from the majority of homeowners to confirm their instructions on the information they wish to be shared.**

**G (20) and (21) do not apply to situations where homeowners do not own factored land.**

63. In his written submissions the Applicant stated that; *To be clear, this application relates specifically to communication failures, missed deadlines, and failures in complaints handling and service delivery falling under the Code.*

64. The Applicant submitted that the Respondent had failed to communicate timeously and effectively. Despite repeated attempts to resolve matters directly he received;

- (a) Significant delays or no replies to multiple e-mails
  - (b) Missed deadlines committed to by the Respondent
  - (c) No proactive updates despite the Respondent acknowledging the problems.
- He submitted that this conduct is inconsistent with Paragraphs 1.2 and 1.5 of the Code, which requires factors to respond within reasonable timescales and maintain transparent communication.

65. In their written response, the Respondent states that;

Nothing has been noted relating to this section. The Respondent believes this code has been cited incorrectly as nothing has been noted regarding this code.

**66. Paragraph 2.1 of the Code states**

**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.**

67. The Applicant submitted that the Respondent failed to follow its own written complaints procedure, and failed to;

- (a) Provide a formal stage 2 outcome
- (b) Properly record the complaint
- (c) Handle the complaint in line with its stated process
- (d) Ensure proper oversight and escalation when staff failed to respond

He submitted that these failures breached Paragraphs 2.1 and 2.7, relating to complaint handling transparency, escalation and resolution.

68. The Respondent submitted that they had provided a copy of the communication that was issued to owners for their vote on the proposed works, which was to install an auto door operator. Communication was issued to owners on 13 August 2024, to advise of the works being proposed, and two quotes were provided for the owners to vote on, with a voting form attached. Communication was issued to owners on 12 September 2024, to advise on the outcome of the vote for the proposed works. It advised that a majority of 'No' votes had been received and so the Respondent could not proceed with these works. The Respondent disputes that there has been a breach of this section of the Code, as they submit they have provided the owners the information required to make a decision on the proposed works and provide owners with the outcome of the vote.

69. **Paragraph 2.7 of the Code states;**

**2.7 A property factor should respond to enquiries and complaints received orally and/or in writing within the timescales confirmed in their WSS. Overall a property factor should aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep the homeowner(s) informed if they are not able to respond within the agreed timescale.**

70. The Applicant submitted that the Respondent failed to follow its own written complaints procedure and failed to;

- (a) Provide a formal stage 2 outcome
- (b) Properly record the complaint
- (c) Handle the complaint in line with its stated process
- (d) Ensure proper oversight and escalation when staff failed to respond

He submitted that these failures breached Paragraphs 2.1 and 2.7, relating to complaint handling transparency, escalation and resolution.

71. The Respondent submitted that they aim to respond to communications within the timescale stated in their WSS. They state that they have provided the Applicant with a response to stage one of the complaint, and provided a response to stage two of the complaint, but the response was issued outwith the formal process.

72. The Respondent acknowledged that communications regarding the progress of the repair could have been better, as the Applicant had not been updated of the status of the repair following further contact in March 2025. They submitted that feedback will be provided to the relevant team, and the process will be reviewed.

73. The Respondent rejects that there was a breach of this section of the Code. They submit that in the early communication their property manager advised the Applicant that they were chasing quotes, and would update him once received. There was a delay in the communication from the property manager during July 2024, due to her being on annual leave, and the Applicant raised a complaint during this time. The property manager's out-of-office e-mail reply was active at this time, which advised contacting customer services, and provided the appropriate e-mail address. The Respondent submits that works were instructed and carried out by a

contractor to adjust the timing of the door closing, to allow the Applicant more time when entering and exiting the building. They submit that the door closers could not be adjusted. The Applicant then raised a further query as nothing had changed to improve his situation, so the Respondent appointed a different contractor, to see if anything could be done. This contractor came out to assess the situation, and identified that two doors had timers to be adjusted, and a part was ordered, but had a 6-12 week lead time. The Respondent made the contractor aware of the Applicant's situation, and received confirmation on 8 April 2025, that the part arrived. The job was booked in for the end of that week. The contractor also advised that the door cannot be adjusted to make it less heavy to open. The Respondent had consulted with the owners for an auto door system but the owners voted 'No'. This means that the Respondent could not proceed with a push door entry as the Respondent can only operate in line with the deed of conditions, or on instruction of the owners.

#### **74. Property Factors Duties**

The Applicant submitted that the Respondent failed to fulfil basic statutory duties in communication, complaint handling, and fair service delivery.

#### **Remedies Sought by the Applicant**

75. The Applicant submitted that he had been impacted by the failures of the Respondent, and for over a year had experienced;

- (a) Avoidable stress and administrative burden.
- (b) A lack of confidence in the Respondent's ability to manage essential services.
- (c) Ongoing uncertainty and absence of accountability regarding complaints.

He submitted that as a householder he is entitled to clear, timely responses and proper handling of complaints. He said that he had received neither.

76. The Applicant sought compensation, and said that the offer of £100 is wholly inadequate considering;

- (a) The extended period of failure.
- (b) The repeated missed deadlines and ignored escalations.
- (c) The significant effort required from him to secure responses.

He submitted that the sum offered does not meaningfully reflect the inconvenience caused, nor uphold the spirit of the Code. He requested a proportionate and fair level of compensation.

77. The Applicant asked the Tribunal to;

- (a) Find the Respondent has breached the Code.
- (b) Issue a Property Enforcement Order requiring the Respondent to;
  - Follow its complaints procedure and deadlines.
  - Respond to homeowners within reasonable timescales.
  - Ensure proper record keeping and escalation.
- (c) Award appropriate compensation recognising the length and nature of the failures.

#### **Decision and reasons**

78. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without an evidential Hearing. The Tribunal considered carefully all the evidence and documentation before it. The Tribunal has considered everything presented to it, even if not every piece of evidence is set out in this Decision.

**79. Paragraph 1.2**

The Tribunal considered that nothing had been raised by the Applicant in his application and supporting evidence which raised any issues with this part of the Code and accordingly determine that there has been no breach.

**80. Paragraph 1.5**

The Tribunal considered that nothing had been raised by the Applicant in his application and supporting evidence which raised any issues with this part of the Code and accordingly determine that there has been no breach.

**81. Paragraph 2.1**

The Tribunal consider that the Respondent had properly taken account of the request for the push door entry /exit system made by the Applicant. They had considered their obligations in future maintenance of any system fitted. They had obtained quotations from approved contractors, and had consulted the owners in the block on the proposal. There was a majority who voted 'No', and in the circumstances the works proposed by the Applicant could not be carried out. The Respondent provided a detailed timeline to the Tribunal. Homeowners in the block were consulted appropriately in the decision making. Homeowners were provided with the information that they needed to understand the Respondent's operation and obligations. The Tribunal accordingly find there to be no breach of this particular section of the Code.

**82. Paragraph 2.7**

The Respondent refers to having failed to update the Applicant with the status of the works at the communal door after he raised a repair issue in March 2025. That is a matter outwith the scope of this particular Tribunal as it was not referred to in the initial application in October 2024. The Respondent then states that in their WSS, they aim to deal with complaints within a timescale of 10 working days. That is in relation to stages 1 and 2 of their complaints procedure. They have not met this timescale. They accept that there have been errors, and that the complaint was closed down after a response was issued by the property service manager, which was outwith the formal complaints process. We find that there has been a breach of this section of the Code. It does not help matters that there are distinct differences in the Respondent's WSS, and their written complaints procedure, as detailed in Findings in fact paragraphs 56 and 57 above.

**Property Factor's Duties**

83. There was nothing over and above the matters that were addressed in the particular breaches of the Code raised by the Applicant in his application, other than his issues under the Equality Act 2010, which he has acknowledged cannot be dealt with in terms of this application. In the circumstances we find that there are no other breaches of the Property Factor's duties.

#### **Proposed Property Factor Enforcement Order:**

84. The Respondent has provided a detailed timeline, and a good account of their interactions with the Applicant. The fact that the other homeowners did not wish to proceed with the push door is something outwith their control. They obtained quotations, and put the quotes to a vote. The strongest part of the Applicant's case is in relation to the management of his formal complaint. The Tribunal find that there has been a breach of section 2.7 of the Code. There is an acknowledgement by the Respondent that they did not deal with the Applicant's formal complaint in terms of their WSS. They have acknowledged that the failure to formally progress stage 2 of his complaint was down to human error, and the fact that a response was issued by the property manager outwith the formal complaints process. They have offered compensation for their failing in the amount of £100. The Tribunal were concerned by the differences in the Respondent's WSS, and their written complaints procedure. The Respondent has not explained why, if the complaint was closed after the property manager responded on 13 August 2024, that on 22 August 2024, they were still seeking for an extension to respond to the Applicant's complaint, and that the complaint was being actively considered at director level. Taking all these matters into account the Tribunal determined that a payment of £150 should be made by the Respondent to the Applicant to reflect the established breach of the Code. We consider that this will fairly compensate this one-off incident or occurrence. The Respondent has already apologised to the Applicant. We are of the view that the impact of the breach has been minimal and no more serious than the normal nuisances of everyday life.

85. The Tribunal proposes to make a property factor enforcement order ("PFEO"). The terms of the proposed PFEO are set out in the attached Section 19(2) (a) Notice.

#### **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.

Yvonne McKenna

23 January 2026

---

Legal Member

---

Date