



Decision/Certificate of Compliance with a Property Factor Enforcement Order (PFEO) following upon a Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) in an application under Section 17(1) of the Property Factors (Scotland) Act 2011 (“the 2011 Act”)

Chamber Ref: FTS/HPC/PF/24/1791

6/1, 339 Glasgow Harbour Terraces, Glasgow, G11 6BH (“the Property”)

Parties:

Mr John Carruthers, 6/1, 339 Glasgow Harbour Terraces, Glasgow, G11 6BH (“the Applicant”) - Homeowner

Hacking & Paterson Management Services, 1 Newton Terrace, Glasgow, G3 7PL (“the Respondent”) - Property Factor

Tribunal Members:

Nicola Weir (Legal Member) and Nick Allan (Ordinary Member)

Decision

The Tribunal determined that the Property Factor Enforcement Order (“PFEO”) dated 29 May 2025 has now been complied with and that a Certificate of Compliance should be issued.

Background/Reasons for Decision

1. In the Tribunal’s Decision dated 11 February 2025, it determined that the Property Factor had failed to comply with Overarching Standards of Practice 1, 2 and 6 and Sections 2.4,2.7,6.1 and 6.4 of the Code of Conduct for Property Factors. Following further procedure, a final PFEO was issued to parties dated 29 May 2025. The PFEO was in the following terms:-

“1. The Property Factor is ordered to:-

- (i) *comply with the terms of their current Terms of Service and Delivery Standards, in particular Section 2 (Authority to Act) and Section 3 (Services Provided) in respect of carrying out their “Core Factoring Services” including “arranging and administering the maintenance of common property by appointing contractors and service suppliers” in connection with all further necessary works required to resolve the water ingress into the main bedroom, the spare bedroom and the kitchen of the Homeowner’s Property and the rectification of all damage caused to the Homeowner’s Property by the water ingress or remedial works;*
- (ii) *to include, if considered necessary by the Property Factor, consulting with and seeking authority from the collective group of homeowners to the proposed works or any part of them;*

with a view to said works being completed satisfactorily within a period of 6 months from the date of issue of the PFEO;

2. *The Property Factor is ordered to obtain from Allied Surveyors or any other third-party contractor they have instructed in the matter, a written specification of the further works to be undertaken in terms of paragraph 1 above and the estimated timeframe for each stage of the works being completed, and to provide the Homeowner with a copy of same, all within 30 days of the date of issue of the PFEO;*
3. *The Property Factor is ordered to provide regular updates to the Homeowner, by way of meeting or otherwise, on the progress of the works specified in paragraph 1 above on an ongoing basis until all works are completed and the water ingress issues resolved; said updates to be provided at least once per month, with the Property Factor providing the Homeowner with written details of their proposed schedule and method of providing updates, all within 30 days of the date of issue of the PFEO.*
4. *The Property Factor is ordered to pay the Homeowner the sum of £750 from its own funds in respect of his time and efforts, and the distress, worry and inconvenience caused to the Homeowner as a consequence of the Property Factor’s breaches of the Code; said sum to be paid to the Homeowner within 30 days of the date of issue of the PFEO.*

The Property Factor shall provide evidence to the Tribunal of compliance with paragraphs 2 to 5 of the PFEO within a period of 35 days of intimation of issue of the PFEO.

Failure to comply with a PFEO may have serious consequences and constitute an offence.”

2. On 25 June 2025, the Property Factor emailed the Tribunal with an update, attaching a copy of a letter they were hand-delivering to the Homeowner that day, apologising to the Homeowner and enclosing a cheque for £750 to him in respect of part 4 of the PFEO. They also referred to discussions between the

parties and attached a copy of a Report from Allied Surveyors dated 24 June 2025 which they stated recommended the next course of works/inspections. The Property Factor also set out their proposals for further site visits, inspections and works to be undertaken and their proposal that their Mr Henderson would personally provide at least monthly updates to the Homeowner. The Property Factor stated that they hoped that they had demonstrated to the Homeowner and Tribunal that they were working towards compliance with all remaining parts of the PFEO.

3. On 2 July 2025, the Homeowner emailed the Tribunal, confirming receipt of the communications and cheque from the Property Factor. He also confirmed having met with the Property Factor and lead contractors on 27 June 2025 and having discussed the next steps of investigation and repairs.
4. On 28 July 2025, the Tribunal responded to parties confirming that they were encouraged to note that parts 2 and 4 of the PFEO appeared to have been complied with and parts 1 and 3 partially complied with. The Tribunal requested further updates on progress.
5. On 29 July 2025, the Homeowner emailed in response, agreeing that part 4 of the PFEO had been complied with but disagreeing that part 2 had been fully complied with. He explained his reasons for this view. He also raised some other matters, including in connection with communications between the Property Factor and Homeowners Association and attached some supporting documentation.
6. On 13 October 2025, in response to a request from a further update from the Tribunal, the Homeowner emailed to provide an update on further developments which had occurred during September and October 2025, contractors appointed, works carried out and further works proposed. He indicated that he would provide a full update to the Tribunal around 29 November 2025 (being 6 months from the date of the PFEO and the time period envisaged by the PFEO for the works being satisfactorily completed).
7. On 12 November 2025, the Property Factor emailed in respect of the PFEO. They provided their timeline in respect of work done to date, a copy report from Roofing Advisors (the appointed contractors) and a further copy of their previous correspondence dated 25 June 2025. They considered that they had now done all they could in their remit as Property Factor to comply with the PFEO and requested that the Tribunal issue a Certificate of Compliance.
8. On 12 November 2025, the Homeowner emailed in response to provide his own update on the situation and reiterated that he intended to provide a full detailed overview around 29 November 2025 of what has been done over the 6 month period from the date of the PFEO.
9. On 1 December 2025, the Property Factor emailed a further update as to works carried out. They indicated that they considered the water ingress issues at the

kitchen and main bedroom had been resolved, that there may require to be further works relating to the front bedroom which will be progressed as soon as possible and that all reinstatement works had been instructed. They attached their updated timeline, a copy of their further email to the Homeowner dated 28 November 2025, together with a summary and associated photographs from Allied Surveyors following their most recent visit to the property, together with the roofing contractors.

10. On 22 December 2025, the Property Factor emailed a further update, confirming that the exterior remedial works identified have now been repaired, water ingress into the Homeowner's property has ceased and that the internal reinstatement works have been completed. They believed they had now fully complied with the remaining parts of the PFEO (1, 2 and 3).
11. On 27 January 2026, the Tribunal requested an update from the Homeowner as he had last updated on 12 November 2025, prior to the further updates now received from the Property Factor.
12. On 27 January 2026, the Homeowner emailed, apologising for and explaining his delay.
13. On 30 January 2026, the Homeowner emailed his full and detailed response to the Tribunal. He confirmed that the last external repairs/investigation had been carried out on 15 December 2025 and the interior remedial works concluded on 19 December 2025. He believed the water ingress issues to his property had been resolved but mentioned that monthly damp/moisture testing was to be continued until around April 2026. Only at that point would he consider the leaks resolved. Although he stated that the Property Factor's communication with himself and the contractors had improved, the Homeowner was still of the view that it had taken far too long for the necessary works to be completed. He remained of the view that the Property Factor was still in breach of the Code of Conduct, specifically OSP6 and Section 6.4. The Homeowner requested that the Tribunal follow this up as appropriate, ascertain why the Property Factor had failed to comply and escalate further.
14. On 9 February 2026, the Property Factor emailed the Tribunal attaching detailed written representations dated 6 February 2026. They noted that the Homeowner had confirmed that there had been no further water ingress into his property and further explaining their position with regard to their requirement (based on their legal advice submitted to the Tribunal previously) to consult with the Homeowners Association, particularly due to the complexity and costs of the works recommended by Allied Surveyors (estimated at £26,000 plus VAT). They stated that they had sought to expedite the recommended works as quickly as possible and noted that the internal reinstatement works had been completed on 17 December 2025. They considered they had demonstrated their compliance with the PFEO and reiterated their request for a Certificate of Compliance to be issued by the Tribunal.

Reasons for Decision

1. The Tribunal considered the terms of the PFEO and the further documentation and submissions received from both parties since the issue of the PFEO on 29 May 2025. The Tribunal is in agreement with the position stated on behalf of the Respondent and is satisfied that all parts of the PFEO have now been fully complied with. The Tribunal was encouraged to note that the water ingress into the Homeowner's property appears to have been finally resolved during December 2025. The Homeowner confirmed this on 30 January 2026 and there have been no further reports to the contrary received from the Homeowner since that time. With reference to the Homeowner's representations on the issue, the Tribunal did not consider it appropriate to wait until April 2026 when the monthly damp/moisture testing was due to cease and when the Homeowner stated he would be fully satisfied that the water ingress had resolved.
2. Nor was the Tribunal prepared to determine that there was any ongoing failure by the Property Factor in respect of OSP6 or Section 6.4 of the Code. The Property Factor had originally been found to have failed to comply with these parts of the Code and this had been the basis for some of the requirements included in the PFEO which had been issued against the Property Factor. As the Tribunal has now determined that all parts of the PFEO have been complied with, this is the end of the matter. For the avoidance of doubt, the Tribunal is aware that, strictly speaking, the Property Factor had not fully complied with the terms of part 1 of the PFEO within the 6-month period from 29 May 2025, the date of issue of the PFEO, given that those matters were not fully resolved by 29 November 2025. However, the specific wording of the time limit applicable to that part of the PFEO was as follows:-

“...with a view to said works being completed satisfactorily within a period of 6 months from the date of issue of the PFEO.”

The Tribunal had decided against imposing a strict 6-month time limit, given the nature and complexity of the likely works and the procedures to be followed by the Property Factor. The Tribunal was not of the view that the further few weeks that it took for the relevant issues to be resolved amounted to a failure to comply with the time limit stated in the PFEO.

3. The Tribunal now being satisfied that the Respondent has complied with the PFEO, determined that a certificate to that effect should be issued.
4. The Tribunal's decision is unanimous.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a

point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Legal Member/Chair

20 March 2026
Date