



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/24/3278

Re: Property at 85 Shawbridge Street, Flat 1/2, Glasgow, G43 1SB (“the Property”)

The Parties:

Mr Charles Kennedy, 85 Shawbridge Street, Flat 1/2, Glasgow, G43 1SB (“the Applicant”)

Wheatley Homes Glasgow Limited, Wheatley House, 25 Cochrane Street, Glasgow, G1 1HL (“the Respondent”)

Tribunal Members:

Mr A. McLaughlin: Legal Member; Mr. K. Bruce: Ordinary Member

Background

[1] By Application in Form C2, 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 2021*. The Respondent has submitted representations denying the allegations and lodging documentary evidence in support of their position.

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

2021 Code

<i>Overarching Standards of Practice:</i>	1
<i>Communications and Consultation:</i>	2.1
<i>Financial Obligations:</i>	3.2
<i>Carrying Our Repairs and Maintenance</i>	6.10; 6,11

[3] Despite the numerous sections of the Code alleged to have been breached, the actual issue which underpinned the Application was straightforward to understand. The Applicant was aggrieved that the Respondent spent £330.81 on behalf of the residents to make a relatively minor repair to a broken window in a common area of the building in which the Applicant's Property is situated. The Applicant explained that he had been quoted £140.00 plus vat for the same repair by the same contractor. He felt that the Applicant had overspent and that the whole business was opaque and financially harmful to the residents. Central to this was the relationship between the Respondent and City Building (Glasgow) who are the contractor used by the Respondent with whom the Respondent and Lowther Homes have a corporate relationship.

The Hearing

[4] The Application called as a Hearing at 10am on 28 January 2026 at Glasgow Tribunals Centre. The Applicant was personally present. The Respondent was represented by their own Michelle Rush, Director of Lowther Homes with Mr Adams, solicitor. It had been established that the correct designation of the Respondent was Wheatley Homes Glasgow Limited. Lowther Homes Limited ("Lowther") act as the Property Factor's agent. The Tribunal accordingly amended the designation of the Respondent in this case to Wheatley Homes Glasgow Limited rather than Wheatley Group/Lowther which had been narrated by the Applicant as being the Respondent.

[5] 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. All parties understood this and were happy to start.

[6] 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.

[7] The Tribunal comments on the evidence heard as follows.

Mr Charles Kennedy

[8] Mr Kennedy lives in and, together with his wife, is the proprietor of Flat 1/2, Glasgow, G43 1SB. He has lived there for five years. There are eight properties in the tenement building in which the Applicant's home is situated.

[9] In April 2024, a small windowpane made of Georgian wire glass in a common ground floor door required repair. There is no issue taken with the speed with which the Respondent organised the repair. Lowther organised the repair.

[10] Lowther instructed an organisation by the name of City Building (Glasgow) to deal with the repair. They then contracted with a contractor known as JNJ Window and Door Maintenance. They attended at the Property on 15 April 2024 and replaced the glass. The total cost of this repair was £330.81, which was split between eight owners in the building, with each share being £49.62 including VAT.

[11] The Applicant was concerned that the price was far too high for what was said to be a relatively minor replacement of a section of glass not much bigger than an A4 sheet of paper. He also felt that this inflated price as he saw it had something to do with the relationship between the parties.

[12] Lowther's repairs service is delivered by City Building (Glasgow) in the west of Scotland. The Respondent's parent company, Wheatley Group, jointly owns City Building (Glasgow) together with Glasgow City Council. Glasgow City Council is also a part owner of Wheatley Group.

[13] The Applicant was of the view that this arrangement clearly did not deliver value for money if it ended up costing £330.81 for such a minor repair. The Applicant suggested that the various entities involved had a financial interest in inflating the price because of their shared financial interest in each other.

[14] Key to the Applicant's contention was the fact that he himself had emailed JNJ Window and Door Maintenance and asked them for a quote. The Applicant therefore was asking the same actual contractor who carried out the maintenance. They emailed him back and quoted him the sum of £140.00 plus vat.

[15] The Applicant was therefore very clearly of the view that the Respondent's arrangements resulted in overcharging and were clearly not to the financial benefit of parties.

Michelle Rush

[16] Ms Michelle Rush introduced herself as a Director of Lowther Homes Ltd, who are the Property Factor's agent. She described how there is an agreed schedule of rates for repairs agreed between Lowther and City Building (Glasgow) who deliver Lowther's, repairs service in the west of Scotland. Lowther's parent company, Wheatley Group jointly owns City Building (Glasgow) together with Glasgow City Council. Ms Rush

explained that the decision to provide repairs services directly through the “*Wheatley family*” came after an independent options appraisal in 2015/16 which concluded it was the best option for continuing to improve services, including for factored homeowners, while achieving maximum value for money. Repair works are therefore not put out to tender. Ms Rush explained that this information is contained within the Respondent’s Written Statement of Service.

[17] Ms Rush explained that she had discussed with Mr Kennedy that contractor estimates should not be used to determine the final cost of work performed by Lowther Homes for their customers and that costs are obtained by using an agreed schedule of rates and may not necessarily reflect the cost obtained by a customer directly from the contractor. The total cost of this repair was £330.81, which was split between 8 owners in the building, with the Applicant’s share being £49.62 including VAT.

[18] Ms Rush explained that the schedule of rates paid to contractors is commercially sensitive. A contract to provide service for an organisation of the size and scale of the Respondent would be highly desirable. Notwithstanding this, Ms Rush explained that she had offered to show the Applicant “*the books*” and allow him to cast his eye over these rates. The Applicant has not taken Ms Rush up on that offer.

[19] Ms Rush agreed with the proposition that the rate of charges and the value of the contracts with the Respondent were such that the Respondent had the means of ensuring quality control. Contractors were incentivised to work quickly and would be responsive if there was any issue with the services rendered. A private consumer paying a contractor for a one -off job would not be able to benefit from these protective factors. Yes, the work may not have been the absolute cheapest, but it was reasonable and worked across the board to get the job done. Great thought had been applied to the pricing structure and residents were not being over charged.

Comment on evidence

[20] The Tribunal acknowledged the Applicant’s concern. £330.81 for a small Georgian wire glass pane appeared to be a high price to the Tribunal. As a specialist Tribunal comprising a surveyor member, this was very much within the Tribunal’s specialist knowledge.

[21] The Tribunal also notes that the Applicant appears to have obtained a far cheaper quote from the sub-contractor appointed by City Building. The Respondent’s contention about service standards is noted, which may account for some difference.

[22] Having heard from parties and having considered the evidence, the Tribunal made the following findings in fact.

Findings In fact

1. The Applicant resides at the Property known as Flat 1/2, Glasgow, G43 1SB.
2. In April 2024, a small windowpane made of Georgian wire glass in a common ground floor door required repair. Lowther Homes Ltd act as agent for Wheatley Homes Glasgow Limited who are the relevant property factor within the meaning of the Act. Lowther instructed an organisation by the name of City Building (Glasgow) to organise the repair. They then contracted with a contractor known as JNJ Window and Door Maintenance. They attended at the Property on 15 April 2024 and replaced the glass.
3. The total cost of this repair was £330.81, which was split between eight owners in the building, with each share being £49.62 including VAT.
4. The Applicant separatley emailed JNJ Window and Door maintenance and asked them for a quote for carrying out the work. A figure of £140.00 plus vat was mentioned.

Having made the above findings in fact and having considered the whole circumstances of the case the Tribunal makes the following findings in respect of each of the sections of the code allegedly breached by the Respondent.

OSP 1

“OSP1. You must conduct your business in a way that complies with all relevant legislation.”

[23] The Tribunal does not see any basis to determine that a breach has been established. The Tribunal is unsure what legislation it is that the Respondent might possibly have breached here.

“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.”

[24] The Tribunal does not see any basis to determine that a breach has been established. The Respondent, through their agent, have communicated promptly and appropriately with the Applicant.

“3.2 The overriding objectives of this section are to ensure property factors:

- *protect homeowners’ funds.*

- *provide clarity and transparency for homeowners in all accounting procedures undertaken by the property factor.*
- *make a clear distinction between homeowners' funds, for example a sinking or reserve fund, payment for works in advance or a float or deposit and a property factor's own funds and fee income."*

[25] The Tribunal does not see any basis to determine that a breach has been established. The financial relationships are referred to in the written statement of services and there is no reason to conclude that any of the parties involved are colluding to the financial detriment of the residents.

"6.10 A property factor must disclose to homeowners, in writing, any commission, administration fee, rebate or other payment or benefit that is paid to them or anyone in control of the business or anyone connected with the factor or a person in control of the business, in connection with the contract."

[26] The Tribunal does not see any basis to determine that a breach has been established. The financial relationships are referred to in the written statement of services and there is no reason to conclude that any of the parties involved are colluding to the financial detriment of the residents

"6.11 A property factor must disclose to homeowners, in writing, any financial or other interests that the property factor has with any contractors appointed by them."

[27] The Tribunal does not see any basis to determine that a breach has been established. The financial relationships are referred to in the written statement of services and there is no reason to conclude that any of the parties involved are colluding to the financial detriment of the residents.

Conclusion

[28] The Tribunal accepts that the cost of the work may not have been the cheapest possible quote available. However, the Respondent and Lowther have in place a system for pricing such repair works which has been formulated in accordance with procurement protocols. The Tribunal cannot find that the Respondent's or Lowther's policies are in conflict with their obligations under the Code.

APPEAL PROVISIONS

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.

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

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

3 March 2026