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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

by

Iain Hampson, 5 Edgar Street, Dunfermline, Fife KY12 7EY ("the Applicant")

Newton Property Management, 87 Port Dundas Road, Glasgow G4 0HF ("the Respondent")

Re: Property at Edgar Street, Dunfermline, Fife KY12 7EY ("the Property")

Chamber Ref: FTS/HPC/PF/24/5106

Tribunal Members:

John McHugh (Chairman) and Kingsley Bruce (Ordinary (Surveyor) Member).

DECISION

The Respondent has failed to comply with its duties under section 14 of the 2011 Act.

The decision is unanimous.

We make the following findings in fact:

1 The Applicant is the owner of 5 Edgar Street, Dunfermline, Fife KY12 7EY ("the Property").
2 The Property is located within a residential development of houses and associated common areas known as Priory Mews ("the Development").
3 The Respondent was at all relevant times the property factor responsible for the management of common areas within the Development.
4 The Respondent provides ground maintenance services in respect of the common areas via a contractor known as "Horticultural Services".
5 Horticultural Services and the Respondent have a contract in terms of which similar services are provided across a number of developments where the Respondent acts as property factor.
6 The Respondent has a Ground Maintenance Specification which sets out the maintenance work to be carried out by the contractor.
7 The Respondent uses the same Ground Maintenance Specification for all developments where it is the property factor.
8 The Ground Maintenance Specification has remained the same at all relevant times with the exception of a minor change.
9 The Applicant has been pursuing the issue of his dissatisfaction with the Respondent's ground maintenance service for several years.
10 On 8 June 2023 he sought detailed information regarding the detail of the ground maintenance works.
11 The Respondent failed to provide the Applicant with the Ground Maintenance Specification until 12 February 2024.
12 The Respondent reviews its Written Statement of Services annually.
13 The internal review process begins in the Summer each year and the revised Written Statement of Services is issued to homeowners in the following February, becoming effective on 1 March.
14 On 17 November 2023 the Respondent provided to the Applicant a Written Statement of Services which was not yet in force and incorrectly represented it as being the current version. The document provided was the Written Statement of Services scheduled to come into effect on 1 March 2024.
15 The Respondent communicates each revised Written Statement of Services using an updated hyperlink which always bears the same title. That title contains the year "2021".
16 Each revised Written Statement of Services is itself undated.
17 The 1 March 2024 Written Statement of Services refers to "August 2023 changes".
18 The 1 March 2024 Written Statement of Services introduced new wording which makes reference to responsibilities under the Construction (Design and Management) Regulations 2015 ("the CDM Regulations").
19 In Summer 2023 the Applicant stopped paying the Respondent's invoices because of his complaints regarding the ground maintenance.
20 The Respondent continued to pursue debt recovery measures against the Applicant including imposing late payment fees and costs for third party debt recovery steps.
21 The Respondent was at all material times under a duty to comply with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors. From 16 August 2021 it was under a duty to comply with the updated 2021 Code.
22 The Applicant has, by his correspondence, including by his emails of 5 and 13 September 2023 and 4 and 7 November 2024, informed the Respondent of the reasons why he considers the Respondent has failed to carry out its obligations to comply with its duties under section 14 of the 2011 Act.

23 The Respondent has unreasonably delayed in attempting to resolve the concerns raised by the Applicant.

Hearing

A Hearing took place at the Vine Centre, Dunfermline on 14 November 2025.

The Applicant was present. The Respondent was represented by its Catherine Flanagan who is its Customer Relationship Manager.

Introduction

In this decision, we refer to the Property Factors (Scotland) Act 2011 as "the 2011 Act"; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors (as revised) as "the Code"; and the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as "the 2017 Regulations".

The Respondent is a Registered Property Factor and has a duty under section 14(5) of the 2011 Act to comply with the Code

The Tribunal had available to it, and gave consideration to, the documents lodged on behalf of the Applicant and the Respondent.

REASONS FOR DECISION

The Legal Basis of the Complaints

Property Factor's Duties

The Applicant complains of failure to carry out the property factor's duties. He does so by making reference to specific legislation and other general factual matters. Property factor's duties usually arise from documents such as a Deed of Conditions or a Written Statement of Services. It is not apparent that the items listed in the application form as the sources of property factor's duties are relevant to the present Application.

The Code

The Applicant complains of failure to comply with the Code.

The Applicant complains of breaches of Overriding Standards of Practice 1, 2, 4, 5, 6, 8, and 11 and of Sections: 1.1; 2.1; 2.3; 3.1; 3.2; 3.4; 4.4; 6.4; 6.7; 6.12 and 7.1 of the revised (2021) Code.

The elements of the Code relied upon in the Application provide:

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

OSP2. You must be honest, open, transparent and fair in your dealings with homeowners…

…OSP4. You must not provide information that is deliberately or negligently misleading or false.

OSP5. You must apply your policies consistently and reasonably.

OSP6. You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective…

…OSP8. You must ensure all staff and any sub-contracting agents are aware of relevant provisions in the Code and your legal requirements in connection with your maintenance of land or in your business with homeowners in connection with the management of common property…

…OSP11. You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure…

…1.1 A property factor must provide each homeowner with a comprehensible WSS setting out, in a simple, structured way, the terms and service delivery standards of the arrangement in place between them and the homeowner. If a homeowner makes an application under section 17 of the 2011 Act to the First tier Tribunal for a determination, the First-tier Tribunal

will expect the property factor to be able to demonstrate how their actions compare with their WSS as part of their compliance with the requirements of this Code…

… 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…

…2.3 The WSS must set out how homeowners can access information, documents and policies/procedures. Information and documents can be made available in a digital format, for example on a website, a web portal, app or by email attachment. In order to meet a range of needs, property factors must provide a paper copy of documentation in response to any reasonable request by a homeowner…

…3.1 While transparency is important in the full range of services provided by a property factor, it is essential for building trust in financial matters. Homeowners should be confident that they know what they are being asked to pay for, how the charges were calculated and that no improper payment requests are included on any financial statements/bills. If a property factor does not charge for services, the sections on finance and debt recovery do not apply.

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…

…3.4 A property factor must provide to homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial statement showing a breakdown of charges made and a detailed description of the activities and works carried out which are charged for….

…4.4 A property factor must have a clear written procedure for debt recovery which outlines a series of steps which the property factor will follow. This procedure must be consistently and reasonably applied. This procedure must clearly set out how the property factor will deal with disputed debts and how, and at what stage, debts will be charged to other homeowners in the group if they are jointly liable for such costs...

… 6.4 Where a property factor arranges inspections and repairs this must be done in an appropriate timescale and homeowners informed of the progress of this work, including estimated timescales for completion, unless they have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required. Where work is cancelled, homeowners should be made aware in a reasonable timescale and information given on next steps and what will happen to any money collected to fund the work…

…6.7 It is good practice for periodic property visits to be undertaken by suitable qualified / trained staff or contractors and/or a planned programme of cyclical maintenance to be

created to ensure that a property is maintained appropriately. If this service is agreed with homeowners, a property factor must ensure that people with appropriate professional expertise are involved in the development of the programme of works…

…6.12 If requested by homeowners, a property factor must continue to liaise with third parties i.e. contractors, within the limits of their 'authority to act' (see section 1.5A or 1.6A) in order to remedy the defects in any inadequate work or service that they have organised on behalf of homeowners. If appropriate to the works concerned, the property factor must advise the property owners if a collateral warranty is available from any third party agent or contractor, which can be instructed by the property factor on behalf of homeowners if they agree to this. A copy of the warranty must be made available if requested by a homeowner…

…7.1 A property factor must have a written complaints handling procedure. The procedure should be applied consistently and reasonably. It is a requirement of section 1 of the Code: WSS that the property factor must provide homeowners with a copy of its complaints handling procedure on request. The procedure must include:

• The series of steps through which a complaint must pass and maximum timescales for the progression of the complaint through these steps. Good practice is to have a 2 stage complaints process.

• The complaints process must, at some point, require the homeowner to make their complaint in writing.

• Information on how a homeowner can make an application to the First-tier Tribunal if their complaint remains unresolved when the process has concluded.

• How the property factor will manage complaints from homeowners against contractors or other third parties used by the property factor to deliver services on their behalf.

• Where the property factor provides access to alternative dispute resolution services, information on this…"

The Matters in Dispute

The Applicant complains in relation to the following matters:

1. The Ground Works Specification had not been followed.
2. The Respondent had delayed in providing the Ground Works Specification.
3. The Respondent had failed to carry out common area maintenance to an appropriate standard and had failed in its dealings with contractors.
4. The Respondent's billing was unclear.
5. The Respondent had failed to provide the Written Statement of Services in appropriate form and had made changes to it without advance communication.
6. The Respondent had introduced an inappropriate term into the Written Statement of Services regarding the CDM Regulations.
7. The Respondent had made changes to its complaints procedure.
8. The Respondent had persisted in pursuing debt recovery action.

Preliminary Matter

The Applicant asked to be allowed to submit late productions 42-44 which were documents relating to the original planning permission and a photograph which demonstrated ponding water in a parking area of the Development. The Respondent had seen these documents in advance of the hearing and Ms Flanagan indicated that she would take no objection to their late receipt. We have identified no prejudice in allowing these documents to be accepted as productions and we therefore allow them to be received although late.

1-4 The Ground Works

Issues 1 to 4 are closely related and may usefully be addressed together. The background to the complaint is that the Applicant had been concerned for many years that the maintenance of the common parts of the Development was not being carried out properly. His concern had first related to a shrub bed to the rear of his house which never seemed to be attended to by the Respondent. The Applicant had had to cut back the shrubs himself. He had attempted to have the Respondent address the matter but had become frustrated by their lack of action.

On 8 June 2023 the Applicant emailed the Respondent about its invoice to request "specific detail in relation to the works carried out for item "Horticultural Services/Grounds Maintenance". The first response dated 9 June 2023 from the Respondent's Jack Moran asked: "Can you please expand on this? This will be to take care of any grass, bushes etc." On 1 August 2025 the Applicant made a complaint by email. He repeated his request for detail of the works; raised the ongoing lack of maintenance of the shrub bed and complained that clear accounts and descriptions of the ground maintenance works were not provided. The Respondent's reply dated 14 August was very short, claimed that there had been recent planting at the bed in question and offered to have the area tidied up. No explanation of the charges was offered beyond that the charges are divided equally over the 12 months of the year.

By e-mail of 14th August 2023 the Applicant repeated his complaint.

During this period, the Applicant was ignorant of the existence of a written Grounds Maintenance Specification. By e-mail of 19 February 2024, Louis Littlejohn, the Respondent's Head of Property Management provided the Applicant with what was described as its standard Ground Maintenance Specification and site development plan. This was the first time that the Applicant became aware of the existence of this document.

At the hearing Ms Flanagan explained that the Respondent employs a ground maintenance contractor known as "Horticultural Services". That contractor is employed on a single contract which applies to multiple sites factored by the Respondent including the Development.

The Ground Maintenance Specification which applies to the Development is the same one as is used in every other development in the country for which the Respondent is responsible as a factor. It is not a development specific document.

There was considerable confusion on the part of the Applicant as to the terms of the Grounds Maintenance Specification. From various responses by the Respondent to his

earlier communications with its staff, he had come to believe that there was an original specification which had changed on one occasion, only to change back again later. Ms Flanagan explained that there was only one specification which applied across the whole relevant period with a minor change having been effected on one occasion.

We consider that the Respondent ought to have been more transparent in its dealings with the Applicant in relation to this matter and, in particular, ought to have provided a copy of the Ground Maintenance Specification at an earlier stage since its content was obviously directly relevant to the questions which the Applicant was raising with the Respondent.

There was evidently some confusion regarding whether and to what extent the Ground Maintenance Specification had changed over time. We accept Ms Flanagan's evidence that the specification changed on one occasion only, that the changes were relatively minor and were general changes to the specification applying to all properties factored by the Respondent and not changes which related to the Development or to the complaint by the Applicant specifically.

The Applicant complains that the Respondent has failed to carry out common area maintenance in accordance with the Ground Maintenance Specification. He has produced evidence of long running complaints to that effect. He has produced photographs which he says he has taken both of the shrub bed and of other common areas within the Development. These photographs show shrubs which do not appear to have been cut back from paths; long grass, weeds and moss present and hard and bare earth in shrub beds all of which appear inconsistent with regular maintenance being undertaken in accordance with the Ground Maintenance Specification.

The Applicant's evidence is that he made multiple attempts to have the ground maintenance situation rectified including by sending in photographs and by making regular complaints. Also, he had on one occasion met the Respondent's Development Manager in order to show him the problem himself. He asserted that none of these steps had made any difference. He considered that the Ground Maintenance Specification was not being adhered to.

In response, Ms Flanagan's evidence was simply that when reports were made about dissatisfaction with work carried out by the ground maintenance contractor, the Respondent would ask the contractor back to site to remedy the defect. Ms Flanagan had no personal knowledge of what had happened with the Development because it would be dealt with by the local Development Manager. She had not produced any records, or other evidence of any kind, of the Applicant's complaints being addressed by recalling the contractors to site or in any other way. She was speaking only to the general practice of the Respondent. She was not in a position to refute the evidence of the Applicant as to the maintenance which had or had not been carried out at the Development. In the circumstances, we prefer the evidence of the Applicant in this matter. We found him to be credible in this respect. There was effectively no contradictory information offered by the Respondent on this point.

In relation to the specific complaint by the Applicant about lack of information in the Respondent's billing, this complaint was simply in relation to a lack of information about the ground maintenance work which was being carried out and billed. The complaint was understandably expressed with regard to the invoices, because the only detail which the Applicant had for some time about the ground maintenance work which was carried out was that contained in the Respondent's invoices (which contained very limited information) and so there is no particular need for the Tribunal to make any specific findings on this head of complaint.

5 The Respondent had failed to provide the Written Statement of Services in appropriate form and had made changes to it without advance communication

The Applicant Complaints that the Respondent did not supply the Written Statement of Services in hard copy form but only via a hyperlink. That hyperlink has been used over a period of years by the Respondent. The name of the hyperlink contains the year "2021". The Applicant reports that when the hyperlink was emailed to him by the Respondent on 1 September 2023, it led to a pre-2024 version of the Written Statement of Services. However, by the time he received the Respondent's email of 17 November 2023 the hyperlink on that email, despite having the same name as the September hyperlink, led to a different document being the 2024 Written Statement of Services. An unhelpful feature of the Respondent's approach is that each Written Statement of Services itself does not contain anywhere in its title or content a unique identifier to indicate the date of its publication or application.

Ms Flanagan explained the process which the Respondent follows each year in relation to its Written Statement of Services. Part of this process is for the Respondent's senior staff to meet in the summer of each year to have regard to the content of the then existing Written Statement of Services, to consider its content and the need for any updating call, to circulate proposals for change internally. Once agreed, the new amended Written Statement of Services is published and communicated to factoring customers in the following February, then becoming effective from 1 March.

Further, the Applicant highlighted that the 2024 Written Statement of Services (which is the document which it is agreed was sent to the Applicant and other homeowners on the Development in February 2024 with a view to coming into force with effect from 1 March 2024) contains, at paragraph H, changes with effect from August 2023. When asked about this, Ms Flanagan's explanation was that the reference to August 2023 was a reference to the time when the Respondent's senior management would have met to discuss the changes as part of the process described above. There was no suggestion that the changes were being expressed as coming into force at that time.

Ms Flanagan was unable to explain why it should be the case that the hyperlink in the email of 17 November 2023 had changed to reflect the 2024 Written Statement of Services when that Written Statement of Services should not have been published until February 2024 and would not have come into force until March 2024. She could offer no specific evidence to counter the Applicant's evidence as to the content of the hyperlink. She indicated that she was not employed by the Respondent at the relevant time and expressed her view that it was possible that the Applicant's evidence in respect of the hyperlink was correct.

We accept the evidence of the Applicant in this matter. In particular, we accept that the hyperlink contained in the November e-mail was to the 1 March 2024 Written

Statement of Services which was not yet in force. We do not consider that any reasonable reader of the 2024 Written Statement of Services would conclude that the reference to August 2023 was a reference to the date when the management team of the Respondent had apparently first conceived of changes which were to take place with effect from the following March. There would be absolutely no reason for that date to be recorded in the Written Statement of Services. Any reasonable reader of that Written Statement of Services would have understood that it was communicating changes which took effect from August 2023.

We do not find any evidence that the Respondent has actively sought to mislead the Applicant in this case. It seems most likely that the hyperlink was updated prematurely to the new version.

It is however a fundamental duty of a property factor to make available to homeowners an accurate and up to date Written Statement of Services. Providing a hyperlink which remains the same and refers to the year 2021 each year and the Written Statement of Services itself containing no date of issue are unusual conduct. It creates scope for unnecessary confusion as has occurred in this case.

6 The Respondent had introduced an inappropriate term into the Written Statement of Services regarding the CDM Regulations

The Applicant complains in respect of a change made by the Respondent to its Written Statement of Services with effect from 1 March 2024.

The change was in the following terms:

"*For the avoidance of doubt as the co-owners are a domestic client, you will be in contract with any contractor who we as your agent may appoint on your behalf and that contractor shall be responsible for discharging the duties of client, principal contractor (and if no principal designer has already been appointed, principal designer) under the Construction (Design and Management) Regulations 2015…*

…You can nominate contractors to carry out repairs or we will appoint contractors who have the relevant insurance. We will not recommend that you use a particular contractor.

We may consult the contractors about the type of repair and the materials to be used but will not say how they should get access to do the repair or insist on any other health and safety procedures (this will be up to you and the contractor). If necessary, and if you instruct us to, we will arrange for a professional consultation on notifiable projects (those that include significant repairs or improvements). We will charge an additional fee for notifiable projects – see section C (a).

As stated above in section B (a) as the co-owners are a domestic client, you will be in contract with any contractor who you choose and who we (as your agent) may appoint on your behalf and that contractor shall be responsible for discharging the

duties of client, principal contractor (and if no principal designer has already been appointed, principal designer under the Construction (Design and Management) Regulations 2015."

The Applicant was concerned that the Respondent sought by this change to render homeowners on the Development including himself liable for health and safety responsibilities in relation to work carried out by contractors on the instruction of the Respondent.

The Applicant had carried out research of his own including contacting the Health and Safety Executive. His understanding was that the legal position is that domestic persons instructing works within the curtilage of their own homes would not have health and safety responsibility under the CDM regulations but that the position would be different for those homeowners who may operate as landlords as they would be regarded as conducting a business.

The Applicant had asked for the Respondent to supply him with information regarding its contracts with third parties given that he understood the Written Statement of Services to render him responsible for the actions of such contractors. The Respondent had not been prepared to share contracts with him, leaving him concerned that, on the one hand, the Respondent sought to impose a liability upon him without, on the other, providing him with any information which would allow him to discharge such a responsibility.

Ms Flanagan explained that the Respondent had sought legal advice and that that advice had formed the basis of the new content of the Written Statement of Services. The Respondent employed competent contractors and required them to satisfy the Respondent that they were adequately insured. Further, all contracts between the Respondent on behalf of the owners and contractors required the contractors to accept responsibility for health and safety aspects of their work.

We suspect that the intention of the new wording was to attempt to absolve the Respondent of any liability under the CDM Regulations. That however is a matter between the Respondent and its contactors and which it says it deals with in its contracts with them. It is therefore not apparent as to why the Respondent feels the need to include these provisions in the Written Statement of Services.

It is wholly inappropriate to assert, as the new provisions purport to do, that questions of access and health and safety will be "up to you [ie the homeowners] and the contractor". It is utterly unrealistic to suggest that homeowners could somehow as a body assume such responsibilities for arrangements made between the Respondent and its contractors. The homeowners do not know the identity of the contractors. They do not know the terms of the contracts (and the Respondent will not disclose their terms). That is what the homeowners pay the Respondent to do.

Our findings in this regard should be understood not to be a finding as to the parties' respective obligations under the CDM Regulations but as to the Respondent's obligations as a property factor to homeowners such as the Applicant.

7 The Respondent had made changes to its Complaints Procedure

The Applicant withdrew this aspect of his application at the hearing.

8 The Respondent had persisted in pursuing debt recovery action

The Applicant complaints that the Respondent has continued with debt recovery action against him during the time when he has been in dispute regarding its charges. He has had imposed upon him late payment charges and sheriff officers' fees. He has received letters demanding payment.

He suspended making payments with effect from summer 2023 as a result of his concerns regarding the grounds maintenance. His position is that the complaint by him was outstanding throughout the period since Summer 2023 and so the Respondent ought not to have pursued any recovery action against him during that time.

By way of a subject access request the Applicant had recovered internal communications regarding him from the Respondent which included a record of an apparent contact between one of the Respondent's debt recovery staff and Ms Flanagan in which it was noted that Ms Flanagan had confirmed to the member of staff that the Applicant's complaint had been resolved and that recovery action could be continued against him. Ms Flanagan's explanation for this was that the conversation had in fact not taken place and that the record was inaccurate. She also indicated that there had been some confusion within the Respondent because she had been asked about whether "Mr Hampson's complaint" had been resolved and had indicated that it had been. She explained that there was a separate complaint involving a different Mr Hanson and that her response to her colleague had been concerned with that entirely separate complaint. Ms Flanagan accepts on behalf of the Respondent that debt recovery action ought not have been pursued. She offered at the hearing to ensure that any late payment charges or charges for debt recovery would be credited to the Applicant's account immediately.

We conclude that the Respondent has pursued the Applicant for debt in relation to his account at a time when he had a live complaint.

Code of Conduct

We determine that:

The Respondent's failure to promptly provide the Ground Maintenance Specification and to carry out maintenance in accordance with its terms constitute a breach of OSP2, 6, 8 and 11 and Code Sections 2.1 and 2.3.

The Respondent's provision of a hyperlink to a version of the Written Statement of Services which was not in force and including in that Written Statement of Services reference to August 2023 changes constitute a breach of OSP 4 and 6 and Code Sections 1.2, 2.1 and 2.3.

The Respondent's introduction of the inappropriate wording regarding health and safety matters amounted to a breach of OSP 1, 2 ,4 and 8 and Code Section 1.1.

The Respondent's pursuit of debt against the Respondent amounted to a breach of Code Section 4.4 in that the Respondent has applied its debt recovery policy inappropriately.

Additional Matters

The Applicant raised the general observation that he was concerned that the Respondent was keeping confidential from him documents on the basis that it considered them to be private contracts between the Respondent and the contractors whereas he regards the function of the Respondent to be to act as the agent both of himself and other homeowners. He expressed the general concern that the keeping confidential from him of contractual information creates the potential for abuse of the Respondent's position to its own advantage at the expense of homeowners. We simply record that this concern was expressed. This did not form part of the Applicant's application and so we make no findings in respect of this aspect.

The Tribunal has considerable reservations about whether it is appropriate for the Respondent to employ the same grounds maintenance specification across all of the many properties which it factors. There may be many significant differences as to the features of different sites. For example, in the Development, there is a SUDS system which is likely to require specific maintenance actions. Without a tailored specification, there is increased likelihood of maintenance issues being missed or not dealt with appropriately. The Applicant referred to handover documentation/grounds maintenance specification provided by the developer, at handover, which would have been specific to the development. The Respondent had indicated that it was for the homeowners to request any specific requirements for consideration.

PROPERTY FACTOR ENFORCEMENT ORDER

We propose to make a property factor enforcement order ("PFEO"). The terms of the proposed PFEO are set out in the attached document. The proposed PFEO requires crediting of the charges which we find to be inappropriate and a sum which we consider reflects the serious breaches of the Code identified and to the reduced service which the Applicant has received from the Respondent.

APPEALS

In terms of section 46 of the Tribunals (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.

JOHN M MCHUGH

CHAIRMAN

DATE: 21 November 2025