



**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  
("the Act")**

**Case reference FTS/HPC/PF/25/3556**

**Parties**

**Dr Graham Walker ("the homeowner/Applicant)**

**FirstPort Scotland (the property factor /Respondent)**

**Flat 3/1 45 Apsley Street, Glasgow G11 7SN (the property)**

**Tribunal Members:**

**James Bauld (Legal Member) Sandra Brydon (Ordinary Member)**

**Background and introduction**

1. By application dated 19 August 2025 the Applicant made an application to the Tribunal alleging breaches of certain sections of the Code of Conduct for Property Factors ("the Code") issued in terms of the Property Factors (Scotland) Act 2011 ("the 2011 Act") and that the respondent had failed to carry out the property factor's duties as defined in section 17 of the 2011 Act.
2. The application was accepted and was referred to a Tribunal for determination and a Case Management Discussion was set to take place on 17 March 2026 via telephone case conference. Appropriate intimation of that hearing was sent to both the Applicant and the Property Factor.
3. By email dated 19 February 2026, the respondent lodged written representations setting out their response to the application

## **Case Management Discussion**

4. The Case Management Discussion (“CMD”) took place on 17 March 2026 by telephone case conference. The applicant was in attendance. The property factor was neither present nor represented having indicated in their written representations that they did not intend to attend
5. The tribunal explained the purpose of the case management discussion and set out the details of the overriding objective of the tribunal as contained in the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the procedure rules”) The tribunal also explained the manner in which the telephone conference call would be conducted

## **Discussions at the CMD**

6. The homeowner’s complaint in this matter relates to the failure by the property factor to instruct and complete a repair to a damaged communal stair window in the tenement in which his flat is located.
7. The complaints are raised under three sections of the Code namely section 2 “Communication and Consultation”, section 6 “Carrying out Repairs and Maintenance” and section 7 “Complaints Resolution”
8. The property factor lodged written representations in advance of the CMD by email dated 19 February 2026. That email contained a formal letter from them in which they confirmed that the submission constituted their full written response and that they would not be in attendance at the hearing scheduled for 17 March 2026
9. In the written submission, the property factor offered a sincere apology to the homeowner for the delays experienced throughout the handling of the window issue and they acknowledged that their communication and their progression of this matter fell short of the standards rightly expected by homeowners. They confirm they are no longer acting as the property factor for this property.
10. Effectively the written submission conceded that there were breaches of at least sections 2 and section 6 of the Code.
11. Section 2.7 of the Code requires a property factor to respond to enquiries and complaints within timescales confirmed in their written statement of services and that property factors should aim to deal with enquiries and complaints as quickly as possible and to keep the homeowner informed if they are not able to respond within the agreed timescales.

12. Section 6.4 of the Code requires a property factor to ensure that repairs are done in an appropriate timescale and that homeowners are informed of the progress of the work.
13. In this case a broken window was reported to the property factors in or around December 2024 and was not repaired finally until November 2025.
14. The homeowner complains that this was an inordinate delay and breached the Code. The property factors have accepted in the written submission that in this particular set of circumstances they have failed to comply with the Code in respect of their communication and their progression of this matter.
15. In the written submission, the property factors indicate that they wish to offer the homeowner a goodwill gesture of £250 which includes a full refund of 12 months' management fees relating to the period in which the delay occurred.
16. At the CMD, the homeowner was asked to indicate the actual management fees paid. He indicated that the management fee was £48.46 per quarter and thus the annual management fee would be £193.84.
17. It was the homeowner's position that the offer being made by the property factor did not properly reflect the inconvenience caused to him by their failure to effect what was a relatively straightforward repair. In the written submissions, the property factors indicate that when they eventually managed to arrange a purchase order the works had a lead time of 3-4 weeks and were actually completed within approximately six weeks.
18. The homeowner's position was that he was happy for the tribunal to make a determination on any appropriate amount of compensation which should be made in this matter

### **Reasons for Decision**

19. The tribunal have carefully considered the written submission from the property factor and the evidence contained in the application and in the written representations
20. There are clear breaches of sections 2.7 and 6.4 of the Code as set out above.
21. The tribunal notes that the property factor has admitted their failure in this case and that they have sincerely apologised to the homeowner. That is to their credit.
22. The tribunal, however, takes you that the amount offered by the property factor is not sufficient to reflect the inconvenience caused to the homeowner. The property factor took almost a year to organise and complete a routine repair which should have taken no more than a few weeks and arguably even less than that period. The repair to the window could be effected from inside

the close. No scaffolding or unusual equipment was needed. The glass needed was not of any unusual size or type. This is the type of repair in a typical Glasgow tenement close that should be a nigh daily occurrence and should be organised and effected almost immediately without any delay.

23. The tribunal notes that the management charges alone are almost £200 for the year which effectively means that the “goodwill gesture” from the property factor amounts to little over £50 above a refund of those fees.
24. The tribunal takes the view that a more appropriate amount of compensation to be awarded to the homeowner should be £500 which includes the suggested refund of the management fees for the year
25. The tribunal proposes to make a property factor enforcement order requiring payment of that sum

### **The proposed PFEO**

26. As the tribunal has determined that the failure to arrange the repair was a breach of the code, the tribunal’s responsibility is to decide whether to make a property factor enforcement order (PFEO) in terms of section 19 of the 2011 Act.
27. The tribunal has decided to make a PFEO.
28. When a tribunal proposes to make such an order it must give notice of proposal to the property factor and also allow parties the opportunity to make representations on the proposed PFEO
29. At present the proposed PFEO would be in these terms

**The tribunal proposes to make a PFEO in respect of the application and proposes an order for payment would be made against the property factor in favour of the applicant in the sum of £500.**

### **Further representations required**

30. Parties are asked to make representations as allowed by section 19 of the 2011 Act and upon receipt of same the tribunal will decide on the final terms of the PFEO. Representations should be lodged with the tribunal within 21 days of the date upon which this decision is intimated to the parties.

## **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.**

**15.04.2026**

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**Legal Member**

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**Date**