

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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**Certificate of Compliance 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**

**Chamber Ref: : FTS/HPC/PF/24/3676**

**Property address: Flat 5, 30 Eyre Crescent, Edinburgh, EH3 5EU (“the Property”)**

**The Parties:**

**Mr Aylmer Millen, 5 Hillpark Grove, Edinburgh, EH4 7AP (“the Homeowner”)**

**James Gibb Ltd., 23 Alva Street, Edinburgh, EH3 8HT (“the Property Factor”)**

**Tribunal Members:**

**Ms H Forbes (Legal Member) and Ms S Brydon (Ordinary Member)**

### **Decision**

The Tribunal having determined that the Property Factor Enforcement Order (“PFEO”) relating to the Property dated 6<sup>th</sup> February 2026 has been complied with, hereby certifies that the Property Factor has complied with the PFEO.

### **Reasons for Decision**

1. By decision dated 29<sup>th</sup> October 2025, the Tribunal determined that the Property Factor had failed to carry out its property factor duties.
2. The Tribunal issued a proposed PFEO on 31<sup>st</sup> October 2025 in the following terms, giving parties an opportunity to make representations:

“The Property Factor is required, within 30 days of the making of this Property Factor Enforcement Order, to:

- (1) Arrange a meeting of homeowners to discuss the level of delegated authority set out in the Development Schedule pertaining to the Written

Statement of Services to ensure compliance with the provisions of the Development Deed of Conditions;

(2) Make payment of the sum of £200.00 from their own funds to compensate the Homeowner for the distress, frustration and inconvenience caused as a result of the Property Factor's failure to carry out its property factor duties."

3. By email dated 3<sup>rd</sup> November 2025, the Property Factor provided representations stating:

*We have received the Proposed PFEO in relation to the above case and wish for the following to be reviewed by the tribunal ahead of issuing the PFEO:*

*The Development Schedule is no longer active – this ceased in July 2024 when the Written Statement of Services was rewritten – removing any reference to a development schedule. This decision was taken following a change in board members for JGRF and the level of authority noted in the Development Schedule was for non-emergency repairs only.*

*Whilst we are happy to arrange a meeting of homeowners, which we have done regularly, we would not be looking to set any other delegated authority, other than that noted in the title deeds.*

4. By email dated 13<sup>th</sup> November 2025, the Homeowner submitted an application for review of the Tribunal's decision.

5. By email dated 27<sup>th</sup> November 2025, the Homeowner submitted an application for permission to appeal the Tribunal's decision to the Upper Tribunal.

6. By decision dated 28<sup>th</sup> November 2025, which decision was amended due to a typographical error on 11<sup>th</sup> December 2025, the Tribunal found the review application to be wholly without merit.

7. By decision dated 11<sup>th</sup> December 2025, the Tribunal determined that the grounds of appeal did not raise arguable points of law and refused leave to appeal.

8. The Tribunal decided to amend the proposed PFEO to remove reference to the Development Schedule.

9. A PFEO was issued dated 6<sup>th</sup> February 2026 in the following terms:

The Property Factor is required, within 30 days of the making of this Property Factor Enforcement Order, to:

- (i) Arrange a meeting of homeowners to discuss the level of delegated authority pertaining to the Development to ensure compliance with the provisions of the Development Deed of Conditions;
  - (ii) Make payment of the sum of £200.00 from their own funds to compensate the Homeowner for the distress, frustration and inconvenience caused as a result of the Property Factor's failure to carry out its property factor duties.
10. By email dated 20<sup>th</sup> February 2026, the Homeowner submitted an application for review of the Tribunal's decision.
11. By email dated 25<sup>th</sup> February 2026, the Property Factor confirmed that a cheque in the sum of £200 had been issued to the Homeowner on 23<sup>rd</sup> February 2026. The Property Factor stated that a meeting had been scheduled for 3<sup>rd</sup> March 2026.
12. By decision dated 2<sup>nd</sup> March 2026, the Tribunal found the review application to be wholly without merit.
13. By email dated 12<sup>th</sup> March 2026, the Homeowner submitted representations stating that item (i) of the PFEO had not been complied with as the Property Factor had not yet arranged a meeting with Homeowners. The Homeowner stated that item (ii) had been complied with.
14. By email dated 24<sup>th</sup> March 2026, the Property Factor denied non-compliance, stating that the meeting called for 3<sup>rd</sup> March 2026 had been postponed to 7<sup>th</sup> April 2026 following communication from the Homeowner. The Property Factor provided evidence to show a meeting has been scheduled for 7<sup>th</sup> April 2025.
15. The Tribunal is satisfied that the PFEO has been complied with by the Property Factor. The decision is unanimous.

## **Right of Appeal**

**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.**