



**Notes on a Case Management Discussion of the First-tier Tribunal for Scotland (Housing and Property Chamber) under the Property Factors (Scotland) Act 2011**

**Chamber Ref: FTS/HPC/PF/25/0821**

**Re 7 Maryborough Gait, 71 Ayr Road, Prestwick, KA9 1TF. (“the Property”)**

**Parties**

**Mr George Graham. (“the Applicant”)**

**Newton Property Management limited. (“the Respondent”)**

**Tribunal Members:**

**John Walker. Legal Member. Mary Lyden, Ordinary Member.**

**Summary of Discussion**

1. On 20 January 2025 the Applicant lodged a C1 application with the tribunal under Rule 43 of the First Tier Tribunal Rules of Procedure. A case management discussion took place on 15 August 2025. The applicant appeared and the factor (respondent) was represented by Catherine Flanagan.

3. The Tribunal read and considered the papers lodged in respect of the application and its relative C2 form which had also been submitted following a prompt by the Tribunal administration referring to alleged breaches of the 2021 Code of Conduct which had been accepted by the tribunal.

4. This C1 Form outlined alleged breaches of the 2012 code and the C2 Form in relation to the 2022 Code.

5. The alleged breaches took place after April 2022. And the New code applied.

6. The applicant's C2 form which was relevant. Referred to sections 2.7, 6.3, 6.12, and 7.2. of the Code.

7. The Applicant explained that certain works had been carried out by the factor, which included the painting of soffits and pest control measures to the roof. But the

homeowner felt that neither of the works were satisfactory in his view, and that the factor had failed to obtain the relative guarantees in respect of the works. These alleged breaches of the Code related to the carrying out of repairs and maintenance in sections 6.3 and 6.12 of the Code. The homeowner stated that neither of the works had been carried out satisfactorily and that the factor had failed to resolve the situation.

The homeowner also felt that the property factor had failed to engage with contractors and communicate in a timely manner. The tribunal examined the alleged breaches of the Code in turn and discussed the works which had been expected to be entered into by the Factor. This highlighted that the contractors for the pest control have provided a 5 year contract in respect of the pest control but that this was not followed up by the Factor.

The Factor explained that they had recalled the pest control operatives on more than one occasion. And the pest controller was returning.

As far as the painting was concerned the Applicant was of the view that the painting should have lasted longer than it did, and that the factor had failed to recall the contractor. The fascia was now split. The Applicant explained that he had had the property for six years and would have expected the painting to last for at least 10. He cited his principal home in Longniddrey as an example where painting lasted much longer. The Tribunal noted the exposure of the property to the elements and in particular being within half a mile of the sea. And the factors representative explained that this painting was carried out in 2022 and it did need further painting. However the nature of the building and its exposure to the elements meant that they were not able to obtain more than a one year warranty. The property factor stated that the contractor that had carried out the original painting contract was willing to go back to re-do the paintwork at a reduced cost. However, the homeowner stated that he felt that it should be rectified at no cost as the original paintwork was defective.

9. As no breaches of duties contained in the Property Factor Codes of Conduct of 2012 and 2021 were admitted by the Property Factor the Tribunal upon hearing the submissions of both the Factor and of the Applicant decided that on a balance of Probabilities the Applicant had not made out his case.

The fact that the pest control contractor had been back at the property had demonstrated that the Factor was engaging with them and this was accepted by the Tribunal. Also, given that the original painting contract was carried out back in 2022 and the location of the property was near the coast, the painting contractor had only been able to offer a one year warranty for the work at the time, the Tribunal decided that it was not the factors responsibility to recall the painting contractor after this length of time. The Written Statement of Services was being adhered to and the factor had been in communication with the Applicant. The Complaints Procedure had been followed. The Tribunal note that simply because a Homeowner (Applicant) does not agree with the decision made on a complaint does not of itself constitute a breach of the Code.

## **Outcome**

The Tribunal unanimously Dismissed the Application.

**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.**

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**John Walker Legal Member**

**1 June 2026**