

Housing and Property Chamber
First-tier Tribunal for Scotland



Decision and Statement of Reasons under Section 17 (1) of the Property Factors (Scotland) Act 2011 (“The Act”)

Reference number: FTS/HPC/PF/24/4937 and FTS/HPC/PF/24/0587

Re: Property at 3/1 151 Tantallon Road, Glasgow, G41 3LU (“the Property”)

The Parties:

Mr Ross Beveridge, 3/1 151 Tantallon Road, Glasgow, G41 3LU (“the Applicant”)

Walker Sandford, 5 St Vincent Place, Glasgow, G1 2DH (“the Respondent”)

Tribunal Members.

Legal Member: Mr A. McLaughlin.

Ordinary Member: Mr K. Bruce.

Background

[1] 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* in respect of both the 2012 Code (“The 2012 Code”) and the 2021 Code. (“The 2021 Code”). The paragraphs of the 2012 Code alleged to have been breached are:

Written Statement of Services: 1

Communications and Consultation: 2.5

Carryout Repairs and Maintenance 6.1 and 6.2

Complaints Resolution 7.1

[2] The Claim Form also ticks the box alleging that the Respondent had failed to carry out their “*Property Factor’s Duties*”. Application with reference FTS/HPC/PF/24/4937 relates to the 2012 Code. Application with reference FTS/HPC/PF/24/0587 relates to the 2021 Code. The Sections in this Application alleged to have been breached are:

Written Statement of Services 1.2

Communications and consultation 2.7

Carrying out repairs and maintenance 6.4

Complaints resolution 7.1

Overview of Claim

[3] The substance of the allegations can be categorised as relating to one principal issue: failing to manage a leak into the Applicant's ceiling from a defect in the communally owned roof since the leak was first noted in July 2022. The section of the roof thought to be the source of the leaks is owned in common by the proprietors of the building in which the Property is situated. The repair is therefore within the remit of the Respondent's responsibilities. The Applicant alleges that the Respondent has failed to deal with matters adequately and that he has been left complaining about the issue to no avail for years. He alleges that their mismanagement of the repairs to the common areas caused damage to his own Property.

[4] There had been a previous Hearing conducted as a Case Management Discussion at which the Tribunal had made a Direction for the Respondent to provide more information regarding their efforts made to manage the repair and set out their substantive response.

The Hearing

[5] The Application called for an evidential Hearing in Glasgow Tribunals Centre on 4 March 2026. The Applicant was present. There was no appearance by the Respondent. There had been previous Case Management Discussions in which the Respondent's own Douglas Brown, had asked for more time to set out a defence to the Application. However, nothing substantial was ever produced and then correspondence was submitted by the Applicant which seemed to suggest that Mr Brown had been dismissed from his role by the Respondent. The Respondent then did not engage further with the Tribunal and they were unrepresented at the Hearing. The Respondent had therefore not complied with the Directions made by the Tribunal.

[6] The Applicant had no preliminary matters to raise and was ready to get started. The Tribunal began by discussing the Applicant's bundle of evidence and asking questions to ensure it understood the issues. The Applicant had the opportunity to fully address the Tribunal. It should be said from the outset that the Applicant acknowledged that he more than likely had been provided with a written statement of services by the Respondent and so those allegations should be considered to be withdrawn. The Tribunal pointed out to the Applicant that it should not be presumed that the Tribunal had every aspect of the written papers committed to memory and it was important that the Applicant draw the Tribunal's attention to all relevant parts of his application. The Tribunal comments on the Applicant's evidence heard as follows.

The Applicant

[7] The Applicant is the proprietor of a top floor flat in a tenement building comprising 8 residential flats and which is factored by the Respondent. Since July 2020 there has been water ingress into his home. When contacted by the Applicant, the Respondent took some initial action to address the issue. However, in August 2020, the Applicant contacted the Respondent again and reported that the problem had not been resolved. The Applicant then appeared to be completely ignored by the Respondent for an entire year. The written materials corroborated this. There was simply no engagement. There were also other not insubstantial periods of what appeared to amount to complete non-engagement by the Applicant. The Applicant suggested, not unreasonably, that this lack of engagement caused the leak to worsen and cause significantly more damage to the Respondent's ceiling.

[8] The ongoing leaks caused sagging in the Applicant's ceiling. The Respondent failed to take any reasonable action. In April 2023, they made an effort to obtain some quotes for remedial works. It was not however until December 2023 that the Respondent organised a ballot of the homeowners who then appeared to have voted against taking the action necessary to fund the areas of the Applicant's own Property which had been damaged by the communal problem but which affected his property solely.

[9] The Applicant also made official complaints to the Respondent about their failings. The Respondent did nothing to action these complaints in line with their complaint handling policies and did not even acknowledge any of these complaints. In September 2024, the Applicant paid the sum of £5,160.00 plus vat for repairs to the internal areas of his own Property. These costs were likely to have been significantly increased because the Respondent failed to take adequate action to manage the repairs to the common areas.

[10] The Applicant's evidence was corroborated by the written materials and the Tribunal found the Applicant measured and composed in his tone. The Tribunal found the Applicant to be credible and reliable. Having heard evidence and having considered the documentation in detail, the Tribunal made the following findings in fact.

Findings in Fact

- 1) *The Applicant is the proprietor of 3/1, 151 Tantallon Road, Glasgow, G41 3LU .*
- 2) *The Property is in a block of 8 flats which, along with other neighbouring blocks of flats, are factored by the Respondent.*
- 3) *In July 2020, the Applicant reported a leak in his ceiling to the Respondent.*
- 4) *The Respondent failed to take forward the necessary remedial action to fix the defects in the building that were thought to cause the leak into the Applicant's ceiling. They failed adequately to communicate with the Applicant and there were periods of substantial time,*

including on one occasion an entire calendar year when the Respondent literally did not communicate or engage with the Applicant about the issue.

- 5) The Applicant lodged official complaints which were completely ignored by the Respondent.*
- 6) In September 2024, the Applicant paid the sum of £5,160.00 plus vat for repairs to the internal areas of his Property.*
- 7) These costs were likely to have been significantly increased because the Respondent failed to take adequate action to manage the repairs to the common areas.*

Decision

[11] The Tribunal decided that the Respondent's failings crossed into the relevant time periods governed by both the 2012 and 2021 Codes as the issues arose both before and after 16 August 2021. The Tribunal found that the following parts of the Codes had been breached.

2012 Code

Communications and Consultation: 2.5
Carryout Repairs and Maintenance 6.1 and 6.2
Complaints Resolution 7.1

2021 Code

Communications and consultation 2.7
Carrying out repairs and maintenance 6.4
Complaints resolution 7.1

Disposal

[12] The Tribunal considers that a reasonable outcome is for the Respondent to apologise to the Applicant and make a payment of £5,000.00 in compensation for the substantial inconvenience and the increased costs to the Applicant's home repairs arising from the Respondent's breaches. The Tribunal noted that in the absence of any meaningful explanations from the Respondent, there appeared no reason not to award the Applicant this sum to account for his likely increased costs and his substantial inconvenience and frustration. The Tribunal took the view that complete reimbursement would seem somewhat excessive but that £5,000.00 would represent a substantial contribution. The Tribunal noted that it would be reasonable to consider that the Applicant may very well have had some redecoration costs of his own even if the Respondent had taken action within appropriate timescales. £5,000.00 seemed a common-sense amount in the circumstances. The Tribunal will therefore make a Proposed Property Factor Enforcement Order in the following terms in terms of section 19 (2) (a) of the Act.

The Respondent is to take the following action:

- 1. The Respondent should write to the Applicant and apologise for breaching their obligations under the Codes.**
- 2. The Respondent should make a monetary payment of £5,000.00 to the Applicant as compensation for his monetary losses and inconvenience. The payment should be by way of a direct payment to the Applicant rather than by way of a credit to the Applicant's account.**

This should be complied with within 30 days of the date of this decision.

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

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.

Legal Member/Chair

24 April 2025

Date