

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Homeowner Housing Panel) issued under Section 26 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules') in an application under section 17 of the Property Factors (Scotland) Act 2011 ('The Act').

Chamber Ref:FTS/HPC/PF/24/5738

99M Seagate, Dundee, DD1 2ER ('the Property')

Graham Skelton, 3 Alexander Park, Carrickfergus, Northern Ireland, BT38 7LL ('the Homeowner and Applicant')

Alison Bruce Property Management Limited, 77 MacAlpine Road, Dundee, DD3 8RE ('the Factor and Respondent')

Tribunal members:

Jacqui Taylor (Chairperson) and Nick Allan (Ordinary Member).

Background

1. The Homeowner is heritable proprietor of the property ('the Property'), he purchased the Property in September 2011.
2. Alison Bruce Property Management Limited are registered factors of the Property.
3. The Homeowner submitted a C2 application to the Tribunal dated 10th December 2024. He applied to the Tribunal for a determination that the Property Factor had failed to comply with sections 6.1 and 6.4 of the Property Factor Code of Conduct 2021.
4. The Letter of notification from the Homeowner to the Factor dated 7th February 2025 notifies the Factor that he believes the Factor has breached section 6.4 of the code. The letter is in the following terms:

'There was no sense of urgency to repair the roof. Excuses were made that contractors could not be engaged and because of bad weather. Yet there is evidence that you knew this roof was in poor order having had it inspected on 5th

December 2023. A mail from yourself 7th December 2023 reported 'raggle done incorrectly and parts missing' and 'hoppers done incorrectly'. Aerials nailed through the felt' 'roof spongy and holes in pipes'. Why was none of this picked up in January 2023 when the roof was supposedly repaired the first time. You gave personal reasons and excuses for not engaging in this matter sooner. Please refer to the letter sent to you 11th October 2024 stating I have no alternative but to take this forward to the Tribunal.'

5. By Notice of Acceptance by Jacqui Taylor, Convener of the Tribunal, dated 28th February 2025 she intimated that she had decided to refer the application (which application paperwork comprises documents received between 16th December 2024 and 9th February 2025) to a Tribunal.

6. Case Management Discussion.

An oral conference call Case Management Discussion (CMD) took place in respect of the application at 14.00 on 11th August 2025.

Mr Skelton, the Homeowner, attended.

The Factor was represented by, Alison Bruce, a Director of Alison Bruce Property Management Ltd. Her colleague Nikodem Skwierawski also attended as her supporter.

6.1 At the start of the CMD the parties agreed the following facts:

6.1.1 The Property is a flatted property. The Property is formed over the third and fourth floors of the building. The bedrooms are situated on the top floor. The living room, kitchen and entrance are situated on the third floor.

6.1.2 The building dates from the early 1900s. It was originally a whisky bonded warehouse. It was converted into flats in 1998.

6.1.3 Mr Skelton bought his property 99M Seagate, Dundee in September 2011.

6.1.4 The Property is tenanted.

6.1.5 The Factors started to factor the development in 2021/2021.

6.1.6 99 Seagate forms part of a development called Bissetts Bond and comprises of 6 blocks of flats with a court yard for parking.

6.1.7 There are 2 blocks on Seagate, 3 Blocks on Trades Lane and 1 block on Allan lane. 99 E to N Seagate forms part of the Seagate Block and the roof is shared with the block at 99A to D.

6.1.8 The new roofs on both blocks were completed in 2018.

6.1.9 The roof of a neighbouring block was damaged in 2019 and had to be re done at a cost of around £100,000.

6.1.10 The roof of both blocks at 99 Seagate is around 20% felt covering and this is under a 20 year Guarantee by Bauders.

6.1.11 The remaining areas of the roof are covered by a 10 year guarantee by DM Roofing who are now no longer trading.

6.1.12 The central section of the roof is made of corrugated metal.

6.1.13 A number of pipes and stacks extend upwards out of the corrugated metal roof.

6.2 Outcome of the First Case Management Discussion.

The CMD was continued to a hearing.

6.3 Direction dated 19th August 2025.

The Tribunal made a Direction dated 19th August 2025 in the following terms:

(1) *The Homeowner is directed required to provide the Tribunal with details of, and supporting evidence of, the date(s) the Letting Agent or the Homeowner next advised the Factor that the leak had not been repaired after 7th December 2023.*

(2) *The Factor is directed to provide the Tribunal with the following details and supporting evidence:*

(i) *The date the Factor instructed CS Roofing to repair the roof.*

(ii) *The detail of the instruction the Factor gave to CS Roofing, including details of the area of roof they were instructed to inspect and whether the instruction was based on a description of the roof covering or a drawing or plan.*

(iii) *The Report from CS Roofing following their inspection.*

(iv) *The date the Factor instructed George Martin Builders to inspect and/ or repair the roof.*

(v) *The detail of the instruction the Factor gave to George Martin Builders, including details of the area of roof they were instructed to inspect and whether the instruction was based on a description of the roof covering or a drawing or plan.*

(vi) *The Report from George Martin Builders following their inspection.*

(vii) *The date the Factor instructed Hillcrest Homes to inspect and/ or repair the roof.*

(viii) The detail of the instruction the Factor gave to Hillcrest Homes, including details of the area of roof they were instructed to inspect and whether the instruction was based on a description of the roof covering or a drawing or plan.

(ix) The Report from Hillcrest Homes following their inspection.

(x) The date the Factor instructed K. Kean Roofing to inspect and/ or repair the roof.

(xi) The detail of the instruction the Factor gave to K. Kean Roofing, including details of the area of roof they were instructed to inspect and whether the instruction was based on a description of the roof covering or a drawing or plan.

(xii) The Report from K. Kean Roofing following their inspection.

(xiii) The date or dates that the Factor asked the Homeowner or the Homeowner's Letting Agent or the Homeowner's Tenant for access in relation to the Roof Repair that had been notified to the Factor on 7th December 2023.'

6.4 Response to the Direction dated 19th August 2025.

6.4.1 The Homeowner sent the Tribunal an email dated 31st August 2025 and provided copies of the following documents:

6.4.1.1 A copy of a worksheet dated 12th February 2024 from Robertson Property Management to Robert Colville asking them to clean up the mould in the bathrooms as there is an ongoing issue with the roof leaking and no extractors are connected due to an ongoing issue with the roof leaking and no extractors are connected due to the leak but the Landlord would like a temporary clean.

6.4.1.2 A copy of an email dated 16th February 2024 from Robertson Property Management to the Factor advising that the tenants still have water coming in through the extractor fans since the inspection by Robertson Property Management.

6.4.1.3 A copy of an email dated 16th February 2024 from the Factor (presumably to Robertson Property Management) advising that the roofer was hoping to get on the roof that day.

6.4.1.4 A copy of an email dated 21st February 2024 from Robertson Property Management to the Factor asking for an update.

6.4.1.5 A copy of an email dated 21st February 2024 from the Factor to Robertson Property Management advising that they are waiting for an update from the roofer. He is extremely busy and needs two days of dry weather to get the work done.

6.4.1.6 A copy of an email dated 22nd February 2024 from the Factor to Robertson Property Management advising that the roofer would be there that day.

6.4.1.7 A copy of emails dated 29th February 2024 from the Factor to Robertson Property Management confirming that the roof works have been completed.

6.4.2 The Factor sent the Tribunal an email dated 17th September 2025 in the following terms:

'In response to your email, as The Factor, I respond as follows:-

(1) C S Roofing were instructed on 7th December 2023, the same day the issue was reported by Robertsons property management. (attachment 1).

(2) The same day I spoke to Bauders about the roof at 31 to 35 Bissetts Bond and advised that we had another leak. They attended Bissetts Bond and inspected both roofs. There was no issue with the felt at 99 at all. All issues raised in their email dated 14th December 2023 is surrounding the raggie at the chimneys on block 31 to 35. This email is evidence that the roof was inspected. (attachment 2). I had spoken to the roofer on the phone. He knew the layout of the roof. I asked him to attend. In the interim I had contacted Bauder as stated and evidenced above.

(3) There was no report from them as Bauder had confirmed that the roof at 99 was fine. Bauder were inspecting the felt part of the roof as this is what is covered under their Guarantee. (4) 5, 6, 7, 8 9) Reports were provided to us by Hillcrest and George Martin as they had scaffold on our roof and they kept us up to date with the condition of the roof. As I said this has been a very complex and fractious relationship as Hillcrest and George Martin had literally taken over our roof in order to build their building. Please see emails. I had spoken with Hillcrest and George Martin at a meeting about our roof at 99. They were checking this to make sure there was no damage caused by their work and scaffold. I did deal with matters at Bissetts Bond but as so much was going on a lot of the information was handed over the telephone. We were dealing with a lot of matters coupled together with bad storms and the xmas holidays approaching I was actually spending nearly every working day acting for the owners at Bissetts Bond. (attachment 3) (10 – 12) – we can evidence a text message sent to K Kean Roofing on 12th February 2024. As they know the roof at Bissetts Bond we tend to use texts or calls with them. They called us with the report the same day and we gave them the go ahead. Unfortunately, the type of work requires dry weather and the work was carried out on 22nd February,

2024. The invoice details works. Attachment 4. We also attach email correspondence dated 2nd February, 2024 to CS Roofing asking for a report also text messages. (attachment 5) (13) We attach email correspondence from Robertsons Property Management dated 16th February 2024. This is the first correspondence since they reported water ingress on 7th December. They sent photos to myself at my request after the tenant had refused access. I am sure I asked for access on or around the beginning of February, As I said my timeline is not good due to my mothers passing. (attachment 6) I asked Mr Skelton for access around the beginning of February. Attached is a copy of an email to his letting Agent asking if they should allow me access? (attachment 7).'

6.4.3 The Factor sent the Tribunal copies of the following documents:

6.4.3.3 A copy of an email dated 7th December 2023 from Robertson Property Management to the Factor advising that they had received a telephone call from the tenants advising that they have water coming through the ceiling in their ensuite which was previously reported and it has been going on for some time. The water is coming in through the electrics upstairs and due to this they have no power in the upstairs part of the property and this is where the bedrooms are. They asked for a roofer to attend as soon as it is safe to do so.

6.4.3.4 A copy of an email dated 7th December 2023 from the Factor to the roofer 'Conner Clark' advising that they have another leak at 99M.

6.4.3.5 A copy of an email dated 14th December 2023 from Vinny Fryars (Bauder) to the Factor. They explained that they had inspected the roof and found one leak but that leak was emanating from the metal roof which had not been refurbished using Bauder materials.

6.4.3.6 An email dated 14th December 2023 from Keith Harvey of Hillcrest Homes to the Factor sending photographs of the roof.

6.4.3.7 A copy of a text message from the Factor to Kevin of K Kean Roofing dated 12th February 2024 advising that there is still water ingress into 99M Seagate and the tenant was available to give access.

6.4.3.8 A copy of the invoice from K Kean Roofing dated 22nd February 2024 for roof repairs carried out to 99 Seagate, Dundee.

6.4.3.9 A copy of emails from the Factor to CS Roofing dated 2nd and 6th February 2024 chasing up the roof repair to 99M Seagate.

6.4.3.10 A copy of a text message from the Factor to Connor of CS Roofing dated 7th December 2023 regarding the leak at 99M Seagate and asking them to inspect.

6.4.3.11 A copy of a text message from Connor of CS Roofing to the Factor dated 8th December 2023 advising that they should get a report from Bauder.

6.4.3.12 A copy of an email dated 16th February 2024 from Robertson Property Management to the Factor advising that the tenants still have water coming in through the extractor fans since the inspection by Robertson Property Management.

6.4.3.13 A copy of an email dated 16th February 2024 from the Factor (presumably to Robertson Property Management) advising that the roofer was hoping to get on the roof that day.

6.4.3.14 A copy of an email dated 21st February 2024 from the Factor to Robertson Property Management advising that they are waiting for an update from the roofer. He is extremely busy and needs two days of dry weather to get the work done.

6.4.3.15 A copy of an email dated 22nd February 2024 from the Factor to Robertson Property Management advising that the roofer would be there that day.

6.4.3.16 A copy of an email from the Homeowner to Robertson Property Management dated 14th February 2024 asking if access should be provided and suggesting that as the fans were disabled and water poured in through them in inclement weather indicates a problem with the roof and not water in the ducting as a result of the extractor fans and water being trapped. He commented that he was just brain storming.

6.4.3.17 A statement by Derek Muir, secretary to the Bissets Bond Tenants Residents and Landlords Association.

6.4.3.18 Additional written submissions in the following terms:

1. The initial email sent to me on 7th December 2023 - Why did it take 2 months for this to be reported from When Mr Skelton's tenant apparently reported it to the agent? This leak came after two storms from October and November 2023 and all roofers were extremely busy. It was difficult enough trying to get a repair carried out, it was made even harder by the fact that the roofing contractor who carried out the work on the roof was no longer trading. These factors were totally out with my control. We did arrange a roof inspection of the Flat roof, but no fault could be identified. A report could not be prepared without Bauder approval. My utmost

concern was to protect the guarantee. CS Roofing were Bauder approved. I engaged with Bauders via telephone calls and indeed an email which has already been produced. We subsequently had confirmation that the roof was in a good state of repair from George Martin Builders, Bauder after an inspection and Hillcrest Homes via an agreement made due to the ongoing works on their building and with them having scaffold up and over our buildings. All of this happened between 7th to 19th December 2023. At no time during this period did any further information come in from Mr Skelton's agent, his tenant or indeed himself.

2. Trade holidays came into play with trades all closing for the Xmas and new year break. Most roofers were still working with a backlog and were dealing with emergencies only.

3. As previously stated, there were three further roof inspections by Bauders, George Martin Builders and Hillcrest Homes. Whilst they were inspecting the felt part of the roof this was not exclusive to that they could see no potential causes of the leak. Via the telephone consultation I did admit that perhaps my communication could have been better here. Even at this point throughout January I had not received contact from Mr Skelton or indeed any of his representatives.

4. The day Mr Skelton contacted my office they were advised that I was out of the office due to a family bereavement. My office contacted me and gave me his number. This was around end of January to around 3rd February 2024. I called Mr Skelton and asked him to give me time to find out what had happened as I needed to refresh myself and was not thinking straight due to just losing my mother. Mr Skelton was abusive and just shouted down the phone.

5. I returned to the office after my mother's funeral. After speaking to K Kean Roofing, they agreed to inspect the roof. I was also given the name of a roofer from Robertson Property Management, but they did not pick up when I called them, I had several calls with Mr Skelton regarding the possibilities of where the leak was coming from, and he told me he was a builder and that he knew what he was taking about. I did mention his extractor and the fact that another landlord had to take part of their ceiling away to fix the duct above their extractor. Again, he said this was not the problem. K Kean went on the roof and discovered that the mushroom cap above his extractor was missing. This was replaced and the leak appeared to stop. According to the title deed this is each owner's responsibility, but we fixed them to make sure there was no further leaks arising from it. We did not hear from Mr

Skelton again until he came into the office stating that he was the owner taking me to a tribunal.

6. From the period of the first leak in January 2023 to December 2023 it would appear that, no works were carried out to address mould problems. It would also appear that Mt Skelton did not try to limit damage. He did not use a dehumidifier until the leak was fixed. He did not even have the mould washed down to limit spread. I also find it difficult to understand why I was refused access if all everyone wanted was to bring the matter to a satisfactory conclusion. I can categorically state that if the leak continued from October 2023 we were not notified until December 2023, what damage happened in this period?’

7. The Hearing.

A video conference hearing took place in respect of the application at 13.30 on 27th February 2026.

Mr Skelton, the Homeowner, attended.

The Factor was represented by, Alison Bruce, a Director of Alison Bruce Property Management Ltd and Derek Muir, secretary to BBTRLA (Bissett Bond Tenant’s, Residents and Landlords Association). Her colleague Nikodem Skwierawski also attended as her supporter.

6.2 The detail of the main points of the Homeowner’s application and the parties’ oral and written representations (at both the CMD and the hearing) in relation to the detailed complaint are as follows:

Section 6.4 of the 2021 Code of Conduct Application C2 (complaint after 16th August 2021):

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.

The Homeowner’s complaint:

Mr Skelton clarified that his complaint relates to the roof repair that he notified to the Factor on 7th December 2023. The roof repair was not completed until 29th February

2024. Water was coming through the extractor fans in his bathroom and ensuite bathroom. He did not understand why the Factor took so long to have the repair completed.

Mr Skelton advised that in his experience he would expect emergency repairs to be completed within 24/48 hours and non emergency repairs within 28 days.

He acknowledged that his Tenant did not give access to the Factor but at the end of the day the roof was repaired without access having been provided by his Tenant. The repair was carried out after access was obtained through the roof hatch.

Due to the delay in the roof being repaired he incurred costs of £1258.65.

The costs are as follows:

Replacement Fan £175.20

Repair Fused spur £46.20

Invoice from Elite Electrical dated 5th February 2024 for disconnecting fans as full of water £46.20

Rent reduction of £150

A gift voucher for tenant £100

Invoice from RPM dated 22nd March 2024 for Cleaning of mould removed from Ensuite and main bathroom ceiling, collect dehumidifier from B and Q and deliver to the Property £187.20

Invoice from B & Q dated 29th February 2024 for dehumidifier £128.25

Invoice from Thomas McCabe dated 14th April 2024 for cleaning, repairs and painting (En suite, Bathroom, Ceiling in Bedroom and window in Bedroom) Cost £350

Invoice from Elite Electrical dated 26th July 2024 replacing faulty fans and SWF triple pole isolator switches in both bathrooms. Cost £250.80

Total: £1433.85

The claims for £175.20 and £79.39 have to be deducted which makes the total cost claimed is £1258.65

He did not submit a claim through his buildings insurance policy as the policy excess was £1000. His buildings insurance policy was arranged by Arthur J Gallagher.

The Factor's response:

The roof of the building is particularly complex. The base of the roof is comprised of poured concrete. There is a metal central section of the roof with a gutter section

around the outside edge of the metal section. The gutter has a felt base which is subject to a guarantee. There are steel ductings that protrude through the metal section of the roof. The steel ductings serve individual flats and are connected to ventilation outlets for those properties. On investigation it was established that the gutter/ felt section of the roof was not faulty. The problem related to the ducting and the fact that the cap of the ducting that related to 99M Seagate, Dundee was missing. The delay in having the repair carried out was partly due to access not being provided. However, when the repair was completed in February the builder K Keane Roofing completed the repair without having gained access.

The Factor was notified of the required roof repair on 7th December 2023. Between that date and Christmas the Factor arranged for two builders to inspect the roof. Neither of the builder found a problem with the roof. Thereafter the Factor instructed CS Roofing to inspect the felt. The Factor was concerned that the roof guarantee was preserved. They checked the roof on 7th December 2023. When CS Roofing advised her that the roof felt was not faulty she instructed Bauders to inspect the roof in terms of the roof guarantee. That company inspected sometime after 7th December 2023. She cannot remember the exact date but it was before Christmas.

George Martin Builders and Hillcrest Homes were carrying out work on the adjoining property and she had reached an agreement between them and the residents committee that they would inspect the roof of 99M Seagate. They inspected the roof and did not report a fault.

After she had received the all clear from George Martin Builders she assumed that the issue had been resolved as she heard nothing further from Mr Skelton.

She received a telephone call from Mr Skelton at the end of January/ beginning of February. He was pressing for an update. This was a very difficult time for her as her mother had passed away.

She instructed K Keane roofing to look at the roof. They noticed that there were caps missing from the pipes that protruded through the corrugated roof. In February 2024 they replaced the missing caps and cleared the debris that was on the roof.

Mrs Bruce confirmed that she had not sent written confirmation to Mr Skelton advising the roof had inspected in terms of the Bauder guarantee and they had

advised that the roof was in order. She did not send an email to Mr Bruce advising that she considered the matter closed and if the leak persisted, he should advise her.

She confirmed that the Factor's written statement of services does not contain details of how long it will take them to have repairs completed.

She advised that Mr Skelton's tenant refused her access to the Property in February 2024. She had obtained the tenant's phone number from the Letting Agent and had called him. He had advised that access would not be provided. In mid February 2024 she advised Mr Skelton that she would require access to enable the leak to be inspected.

The repair would have been carried out quicker if she had been allowed access. All the flats in the development have different internal layouts. The bathrooms are located in different places. She has had experience of leaks in other Properties and had she been allowed access she would have been able to evaluate the problem quicker.

The Factor's Written Statement of Services authorises the Factor to instruct repairs to the value of £650 (£50 per property) without obtaining prior consent. The invoice for the roof repair was £576 (£43.30 per property).

Alison Bruce clarified that the title deeds state that the ducting and pipes that protrude through the metal sheet on the roof are not common property and Mr Skelton is liable for the cost of repairs to the ducting and pipes that are not common property. She referred to section 9 of the Deed of Conditions.

8. Direction dated 13th March 2026.

Following the hearing the Tribunal issued a Direction dated 13th March 2026 to the parties in the following terms:

'The parties are directed to provide the Tribunal with a copy of the Factor's common charges account/ invoice issued to the Homeowner that includes the Homeowners share of the invoice from K Kean Roofing dated 22nd February 2024 in the sum of £576.00.

The said documentation should be lodged with the Tribunal later than close of business on 13th April 2026.'

9. The Factor sent the Tribunal an email dated 30th March 2026 which stated that the monies have been deducted from the communal fund. A copy of the ledger sheets were provided.

10. The Homeowner sent the Tribunal an email dated 2nd April 2026 which stated that he had not received any Factors common charges account that included his share of the invoice from K Kean Roofing for £576.

11 The Tribunal's Decision:

11.1 The Tribunal considered the parties submissions and the evidence provided. They noted that the timeline of events in relation to the roof repair notified to the Factor on 7th December 2023 was as follows:

Date	Event/ Action	Evidence
25 th January 2023	The first leak in the master bedroom. Robertson Property Management notified the Factor that there was water ingress through the ceiling of the ensuite.	Copy email provided.
7 th December 2023	Robertson Property Management notified the Factor that there was water ingress through the ceiling of the ensuite.	Copy email provided.
7th December 2023	The Factor instructed CS Roofing. They said asked for Bauder to look at the roof.	Copy email and text message provided.
December 2023	Bauders inspected the felt section of the roof	Email from Bauder to the Factor dated 14 th December 2023 confirms that the roof was

		inspected.
31 st January 2024	Robertson Property Management received an email from the tenant advising that nothing had been done to resolve the leak and the ensuite and bathroom were covered in black mould.	Copy email provided
2 nd February 2024	Email from the Factor to CS Roofing advising that 99M is getting water ingress during heavy rain. They had a look before Christmas and asked Bauder to look. They are refusing to do this so could they carry out the repair as soon as they can. Access is through a hatch in 99D.	Copy email provided.
2 nd February 2024	CS Roofing instructed to carry out roof repair	Copy email provided.
6 th February 2024	Follow up email from the Factor to CS Roofing, enquiring if they had been able to do the job.	Copy email provided.
12 th February 2024	The Factor instructed K Kean Roofing	Copy text provided.
14 th February 2024	The Homeowner sent an email to Robertsons Property Management asking if the Factor should be allowed access to the Property and states that the fact that the fans were disabled and water poured in through them in inclement weather indicates a problem on the	Copy email provided.

	roof and not water in the ducting as a result of the extraction fans and water being trapped.	
16 th February 2024	Email from Robertsons Property Management to the Factor advising that they still have water coming through the extractor fans since the inspection.	Copy email provided.
16 th February 2024	Email from Factor to Robertson Property Management advising that the roofer was hoping to get onto the roof that day and he was hopeful of sealing the extractor pipe with a replacement cap.	Copy email provided.
21 st February 2024	Email from Robertson Property Management to the Factor requesting an update.	Copy email provided.
21 st February 2024	Email from the Factor to Robertson Property Management advising that they were waiting for an update from the roofer.	Copy email provided.
22 nd February 2024	The roof repair was carried out	Copy invoice dated 22 nd February 2024 provided. Works included resealing 8 pipe flashings and fitting 3 missing vent caps.
22 nd February 2024	Invoice from K Kean Roofing for roof repair at 99 Seagate for £576.00	Copy invoice provided.
22 nd February 2024	Email from the Factor to Robertson Property Management advising that	Copy email provided.

	the roofer would be there today.	
29 th February 2024	Email from Robertson Property Management to the Factor asking if the roof had been repaired.	Copy email provided.
29 th February 2024	Email from the Factor to Robertson Property Management advising that the roof repair had been completed.	Copy email provided.

11.2 Findings in Fact.

The Tribunal makes the following findings in fact:

11.2.1 Robertson Property Management notified the Factor that there was water ingress through the ceiling of the ensuite of the Property on 7th December 2023.

11.2.2 The Factor instructed CS Roofing and Bauders to inspect the roof in December 2023.

11.2.3 The Factor did not notify the Homeowner that CS Roofing and Bauders had been instructed to inspect the roof in December 2023.

11.2.4 CS Roofing were instructed to carry out roof repair on 2nd February 2024.

11.2.5 The Factor did not notify the Homeowner that CS Roofing had been instructed to inspect the roof on 2nd February 2024.

11.2.6 The Factor instructed K Kean Roofing to carry out roof repair on 12th February 2024.

11.2.7 The Factor did not notify the Homeowner that K Kean Roofing had been instructed to inspect the roof on 12th February 2024.

11.2.8 The roof repair had been carried out by 22nd February 2024.

11.2.9 The value of the roof repair was £576.00.

11.2.10 The Factor treated the repair to the roof carried out by K Kean Roofing in February 2024 as a common repair as the cost has been included in the Factor's communal income and expenditure account for the period 1st December 2023 to 30th November 2024.

11.3 Section 6.4 of the Code of Conduct required the roof repair to be carried out in an appropriate timescale and homeowners to be 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.

The Factor's Written Statement of Services does not state how long it will take for repairs to be completed and it does not include a cost threshold below which job-specific progress reports are not required.

The water ingress was notified to the Factor on 7th December 2023 and the repair had been completed by 22nd February 2024. Section 6.4 of the 2021 Code of Conduct requires that repairs are done within appropriate timescales. From the evidence produced to the Tribunal the Homeowner and Robertson Property Management did not advise the Factor that the repair was an urgent repair, they did not advise the Factor of the extent of the water ingress and they did not advise the Factor that the water ingress was still ongoing between 7th December 2023 and February 2024. The Factor had instructed CS Roofing and Bauder to inspect the roof in December 2023. Robertson Property Management notified the Factor that the water ingress was ongoing on 16th February 2024. That emails states *'There was a small puddle of water in the main bathroom this morning, both fans have been disconnected and are no longer in use.'* That email does not state that the water ingress required an urgent repair. The repair was completed by 22nd February 2024. Consequently, due to these factors, the Tribunal find that the water ingress notified to the Factor on 7th December 2023 was completed by the Factor in an appropriate timescale.

From the evidence produced to the Tribunal the Factor did not advise either Mr Skelton or Robertson Property Management that the contractors had been instructed or the progress of the works between 7th December 2023 and 16th February 2024.

The Tribunal find that the Factor breached section 6.4 by not keeping Mr Skelton informed of the progress of the roof repair.

11.3 The Homeowner claims costs of £1258.65. The detail is as follows:

Items claimed	Cost
Replacement Fan £175.20 (invoice dated 11 th October 2023) (£175.20 removed from claim)	
(invoice dated 8 th Dec 2023)	£46.20
Elite Electrical dated 5 th February 2024 for disconnecting fans as full of water £46.20	£46.20
Rent reduction	£150
A gift voucher for tenant	£100
Invoice from RPM dated 22 nd March 2024 for Cleaning of mould removed from En-suite and main bathroom ceiling, collect dehumidifier from B and Q and deliver to the Property	£187.20
Invoice from B & Q dated 29 th February 2024 for dehumidifier	£128.25
Invoice from Thomas McCabe dated 14 th April 2024 for cleaning, repairs and painting (En suite, Bathroom, Ceiling in Bedroom and window in Bedroom) Cost	£350
Invoice from Elite Electrical dated 26 th July 2024 replacing faulty fans and SWF triple pole isolator switches in both bathrooms. Cost	£250.80
Total sums sought	£1258.65

The Tribunal has found that the Factor failed to keep the Homeowner informed of the progress of the works and the Tribunal has also found that the Factor did not fail to carry out the repair in an appropriate timescale. The Factor is only liable for costs incurred by the Homeowner that were a result of the Factor not informing him of the progress of the works. The Homeowner has not provided any evidence that the sums claimed were a result of the Factor not informing him of the progress of the works. In addition, the Factor is not liable for costs that do not relate to common Property. The Homeowner is solely responsible for costs that relate to the interior of the Property. Consequently, the Tribunal do not find that the Factor is liable to pay the Homeowner the sums sought by him.

However, the Tribunal acknowledge that the Homeowner suffered inconvenience as a result of the Factor not informing him of the progress of the works and they consider the sum of £200 to be reasonable.

12. Property Factor Enforcement Order.

In all of the circumstances narrated above, the Tribunal finds that the Factor has failed in its duty under section 17(1)(b) of the 2011 Act, to comply with section 6.4 of the 2021 Code of Conduct.

The Tribunal therefore determined to issue a Property Factor Enforcement Order.

Section 19 of the 2011 Act requires the Tribunal to give notice of any proposed Property Factor Enforcement Order to the Property Factor and allow parties an opportunity to make representations to the Tribunal.

The Tribunal proposes to make the following Order:

'The Factor must pay the homeowner £200 for the inconvenience he had suffered from their own funds and at no cost to the owners. The said sums to be paid within 28 days of the communication to the Factor of the Property Factor Enforcement Order'

13. 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.

SignedDate 16th April 2026

Chairperson