Housing and Property Chamber
First-tier Tribunal for Scotland

First-tier Tribunal for Scotland (Housing and Property Chamber)

STATEMENT OF DECISION: in respect of an application under section 17 of the Property Factors (Scotland) Act 2011 ("the Act") and issued under the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended

Chamber Ref: FTS/HPC/PF/25/0001

Property address: 24 Forthview Walk, Tranent, East Lothian, EH33 1FE ("the Property")

The Parties

Mrs Ailsa Glass, 24 Forthview Walk, Tranent, East Lothian, EH33 1FE ("the Homeowner")

Hacking & Paterson, Verdant North Reception, 2 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ ("the Property Factor")

Tribunal Members

Ms H Forbes (Legal Member) and Mrs H Barclay (Ordinary Member)

Decision

The First-tier Tribunal (Housing and Property Chamber) ("the Tribunal") determined that the Factor has not failed to comply with the Section 14 duty in terms of the Act or failed to carry out their property factor duties.

The decision is unanimous.

Background

1. By application received on 3rd January 2025, the Homeowner applied to the Tribunal for a determination on whether the Factor had failed to comply with numerous paragraphs of the Code, and failed to carry out their property factor duties. Details of the alleged failures were outlined in the Homeowner's application and associated documents.

2. By decision dated 4th February 2025, a Convenor on behalf of the President of the Tribunal (Housing and Property Chamber) decided to refer the application to a Tribunal for a hearing.

3. The Homeowner lodged written representations and productions prior to the Case Management Discussion.

Case Management Discussion

4. A Case Management Discussion ("CMD") took place by telephone conference on 26th June 2025. The Homeowner was in attendance. The Property Factor was represented by Mrs Mhairi Epton, Associate Factoring Director.

5. The Tribunal required the Homeowner to lodge a summary document, to include case file page numbers where documents are referred to.

6. By email dated 17th July 2025, the Homeowner lodged the summary document with added page numbers.

7. By email dated 1st December 2025, the Property Factor lodged written representations and productions (PF 132 pages)

The Hearing

8. A hearing was convened on 15th December 2025 by telephone conference. The Homeowner was in attendance. The Property Factor was represented by Mrs Mhairi Epton, Associate Factoring Director.

9. The Homeowner explained that the Development, of which the Property forms part, is comprised of 73 properties. There were two incidents of concern. In 2022, fence repairs were carried out, and there were high, unexplained amounts showing on homeowner invoices. In 2024, there were similar issues in relation to one of three small playparks on the Development. The similarities between these issues showed a concerning pattern of behaviour.

10. The Homeowner noticed additional charges on the May 2022 invoice. A letter from the Property Factor dated 12th May 2022 (PF37) stated that homeowners had contacted the office to dispute a charge in that invoice. The Property Factor stated that costs for repairs to the fence were higher than expected, and that accounts had now been put in dispute. Homeowners were advised they could deduct the sum of £19.40 from their account. The Homeowner said she was not satisfied with the level of detail provided by the Property Factor. She was concerned that the contractor invoices were not being checked before payment, and that the homeowners had not been contacted in advance about the repair. The Homeowner said she understood there should be discussion in advance about proposed work. There is a section for proposed work on the client portal, but it is never populated. Invoices are issued retrospectively. The Property Factor should have noticed that the cost was excessive. Responding to questions from the Tribunal as to how the Property Factor would know that the cost was excessive, the Homeowner said

they should be experienced enough to know this and would have noticed if they had undertaken due diligence.

11. The Homeowner said there had been ongoing dialogue about this, and other issues arose during the discussion. There are two contractors for the estate, one for landscaping and grounds maintenance, and one for playpark maintenance. Homeowners have no visibility of what the contractors are contracted to do. Their invoices only have a brief description. The grounds maintenance contractors attend every month, but the Homeowner does not know what they do. The Homeowner said she has repeatedly asked for more information with no success.

12. Referring to the playpark repairs which were carried out in December 2023, the Homeowner said the invoice for May 2024 showed unexpected charges. This rang alarm bells and led her to believe the changes which the Property Factor promised to make in 2022 had not been implemented. It was not clear to the Homeowner that the playpark work was required, and it took a long time to get photographs of the works carried out. The Homeowner said she wants works to be carried out, but she dreads getting invoices because of these issues. The Homeowner said she wants a constructive relationship with the Property Factor, but homeowners have been let down on multiple occasions.

Paragraph 1.5 – The Homeowner's position

The WSS must make specific reference to any relevant legislation and must set out the following:

Paragraph 1.5A(3): *where applicable, a statement of any level of delegated authority, for example the financial thresholds for instructing works and the specific situations in which the property factor may decide to act without further consultation with homeowners*

13. The Homeowner said the Property Factor has provided conflicting information on delegated authority. CF67, a letter from the Property Factor dated 28th August 2024, states that the playground contractor has been given delegated authority to undertake repairs without specific instruction for risks identified in the course of their inspection. This is the only notification the Homeowner has received in this regard. No statement of delegated authority has been provided to homeowners. CF40, a letter dated 14th November 2024 from the Property Factor, states that there is no level of delegated authority set by collective homeowners.

Paragraph 1.5B(5) *the types of services and works which may be required in the overall maintenance of the land in addition to the core service, and which may therefore incur additional fees and charges (this may take the form of a 'menu' of services) and how these fees and charges are calculated and notified to homeowners.*

The WSS (CF86) states:

3.4 Beyond the Core Factoring Services, we are able to offer services at an additional cost, to be agreed with homeowners prior to commencement, including:

- *Assisting with items of maintenance, repair, decoration and so on considered to be of a substantial nature.*

- *Arranging property re-valuations for the purposes of buildings insurance.*

- *Arranging formal property inspections and surveys through consultants and providing assistance with technical issues arising from building defects.*

- *Assisting with and implementing planned maintenance schemes for common property.*

- *Assisting with grant applications to appropriate bodies for maintenance works.*

- *Liaising with homeowners and / or their solicitors at a change of ownership, including apportioning common charges.*

- *Liaising with third parties if the property factoring agreement is changed or terminated.*

3.5 Where a service is provided by us which will incur additional fees, over and above those included within the Core Factoring Services, we will consult you, your appointed representative, or, where necessary, the group of homeowners, in writing, for consent prior to incurring expenditure.

14. The Homeowner said the Property Factor does not explain how fees and charges are calculated. It is not clear what circumstances would trigger charges, or when and how invoices are shared. It is not clear where the complete menu of services is. The Homeowner said she fears what invoices are coming her way. The Code requires transparency, but the Property Factor is vague, and the portal is not used proactively.

    Paragraph 1.5C(6) *the management fee charged by the property factor, including any fee structure and also the property factor's policy for reviewing and increasing or decreasing this management fee.*

15. The Homeowner referred to CF86, the WSS which shows at paragraph 4.1 the management fee of £65 plus VAT for the core services set out at paragraph 3.1. The Homeowner said this is out of date. The quarterly fee is £21.25 plus VAT. If someone bought a house and was issued with the WSS, the fee would be inaccurate. It was the Homeowner's position that, if the Property Factor is going to specify an amount, it should be accurate. The Homeowner said there is no fee structure and no policy for reviewing the fee. The Homeowner said there has never been a decrease in management fees, even when issuing paperless bills must have reduced the Property Factor's costs.

Paragraph 1.5D(13): *how homeowners can access information, documents and policies/procedures that they may need to understand the operation of the property factor.*

16. The Homeowner referred to CF88 and paragraph 5.9 of the WSS which states that homeowners can access all information, documentation and policies/procedures relevant to the development or the services provided by the Property Factor, by visiting the web portal or by contacting the factoring team. The Tribunal did not allow the Homeowner to go further with this point as this section covers the content of the WSS, rather than issues with the portal.

Paragraph 1.5 – The Property Factor's position

Paragraph 1.5A(3)

17. Mrs Epton said the collective homeowners have not set a level of delegated authority. Mrs Epton referred to PF15 and paragraph 2.1 of the WSS which states that the Property Factor derives delegated authority from custom and practice. Under paragraph 2.5, the Property Factor consults with homeowners where appropriate. There have only been two repairs carried out, and, in neither case, was it felt appropriate to consult with homeowners. The playpark contractor has been given delegated authority up to the sum of £1000 for repairs where risk is identified. There have been no repairs of that magnitude. Asked by the Tribunal whether there was a distinction to be drawn between the delegated authority given to the playpark contractor and delegated authority from homeowners to the Property Factor, Mrs Epton said there was. The WSS is between the Property Factor and homeowners.

Paragraph 1.5B(5)

18. Mrs Epton referred to PF17 and paragraphs 3.4 and 3.5 of the WSS. Mrs Epton said homeowners do not always pick up on the difference between core services and additional services. There have been no charges within the Development for additional services. Mrs Epton said it was unfortunate that the Homeowner has been unwilling to meet in person to discuss matters.

Paragraph 1.5C(6)

19. Mrs Epton referred to paragraphs 4.1 and 4.2 of the WSS and said this explains the management fee and meets the requirements of the Code. Although the Homeowner states that the management fee in the WSS is out of date, and that a new buyer being provided with the WSS would not get the correct fee, that is incorrect. Whenever a WSS is issued to a new buyer, the management fee is updated. The November accounts remind homeowners that the management fee is renewed annually. The increase in the management fee is not significant.

Paragraph 1.5D(13)

20. Mrs Epton referred to paragraph 5.9 (PF19 & 20) of the WSS, where the portal is mentioned. This fulfils the requirements of the Code.

Section 2 - The Homeowner's position

Paragraph 2.1

Good communication is the foundation for building a positive relationship with homeowners, leading to fewer misunderstandings and disputes and promoting mutual respect. It is the homeowners' responsibility to make sure the common parts of their building are maintained to a good standard. They therefore need to be consulted appropriately in decision making and have access to the information that they need to understand the operation of the property factor, what to expect and whether the property factor has met its obligations.

21. The Homeowner referred to CF142 and a letter dated 1st June 2022 from the Property Factor, where it was stated that no work would be carried out unless three quotes had been obtained and homeowners had agreed to the work. In 2025, homeowners were told that this information was incorrect and should not have been issued.

22. The Homeowner said the portal is poor and that the last news on the portal is November 2022. The Homeowner said it would be a good resource if used properly. The Property Factor has told the Homeowner that the portal is regularly reviewed. The Homeowner asked to see the process followed to review the portal, and the Property Factor said there is no process. The Homeowner submitted that both statements cannot be true. The Homeowner referred to HO18/18, which shows a statement of account from the portal. The Homeowner referred to HO11/18, which shows a list of five documents available on the portal, stating that is all that is available. The Homeowner said communication could be improved, and that homeowners just want to be kept informed.

Paragraph 2.3

The WSS must set out how homeowners can access information, documents and policies/procedures. Information and documents can be made available in a digital format, for example on a website, a web portal, app or by email attachment. In order to meet a range of needs, property factors must provide a paper copy of documentation in response to any reasonable request by a homeowner.

23. The Homeowner reiterated that the portal is not well maintained. The Homeowner referred to CF40, a letter dated 14th November 2024 from the Property Factor where it is stated that no formal process for the portal exists. The Property Factor refers to regular review in the letter, but there cannot be review if no process exists. The Homeowner said contractor contracts

requested remain outstanding, as is the process around setting the management fee. The Homeowner said that homeowners cannot request documents if they don't know that they are available.

Paragraph 2.4

Where information or documents must be made available to a homeowner by the property factor under the Code on request, the property factor must consider the request and make the information available unless there is good reason not to.

24. The Homeowner referred to her complaint to the Property Factor set out at CF118 whereby she asked why all contract and invoice information relating to insurance, landscaping and playpark contracts was not available on the portal. The Homeowner said she would expect to see this documentation on the portal, but there had been no response to her request. The Property Factor had said that all documentation had been provided, but that was not correct. In a letter of 4th October 2024 (CF49), the Property Factor had stated that they were unaware of any request for tendering documentation. By email dated 10th October 2024 (CF45), the Homeowner had responded by making a formal complaint. Asked why she had not responded to the Property Factor's letter by requesting the documents, the Homeowner said it was a waste of time going through it all again. The Homeowner referred to the Property Factor's final response dated 14th November 2024 (CF40), stating that the documentation was not addressed in that letter. The Homeowner said she believes the Property Factor does not want her to see the documentation. She has complained that contractors come for five minutes each month, and charge £230. She would like to see the documentation to understand what the contractor is doing. The Homeowner referred to HO15/18 which shows the invoice from the landscaper but provides no detail. The Homeowner said she believes there is a schedule of works, but it has not been provided to her.

Paragraph 2.6

A property factor must have a procedure to consult with all homeowners and seek homeowners' consent, in accordance with the provisions of the deed of condition or provisions of the agreed contract service, before providing work or services which will incur charges or fees in addition to those relating to the core service. Exceptions to this are where there is an agreed level of delegated authority, in writing with homeowners, to incur costs up to an agreed threshold or to act without seeking further approval in certain situations (such as in emergencies). This written procedure must be made available if requested by a homeowner.

25. The Homeowner referred to CF142 and the letter dated 1st June 2022 which stated that three quotes would be sought for future work. The Homeowner referred to CF81 which was an invoice dated 7th May 2024. The Homeowner said this was the first time homeowners became aware of repairs carried out to a gate dated 21st December 2023. It was the Homeowner's position that homeowners should have been aware of this issue and the need for a repair.

It was only when complaints were made that the Property Factor began to respond individually to homeowners. The Homeowner said there is no transparency around core services, and this makes it difficult for homeowners to know what they are being charged for.

Paragraph 2.7

A property factor should respond to enquiries and complaints received orally and/or in writing within the timescales confirmed in their WSS. Overall a property factor should aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep the homeowner(s) informed if they are not able to respond within the agreed timescale.

26. The Homeowner said the timescales were generally met by the Property Factor but they failed to provide full and substantive responses. This did not fulfil the duty to deal with enquiries and complaints 'as fully as possible'.

27. The Homeowner referred to her complaint at CF106-124. An email sent on 17th May 2022 was not acknowledged or dealt with. This impacted upon her being chased for payment. The Homeowner said she has to follow up on everything. The Homeowner referred to CF98, which was a letter from the Property Factor dated 28th July 2022, where they conceded that matters could have been handled better and that conflicting or incorrect information had been provided.

Section 2 – The Property Factor's position

Paragraph 2.1

28. Mrs Epton referred to PF38, which was the letter dated 1st June 2022 stating that three quotes would be sought before work was carried out. Mrs Epton said this should not have been issued. She had not been aware of it at the time. Mrs Epton said it is unlikely any work would go ahead if three quotes had to be sought together with the agreement of homeowners, in a development of 73 properties. There is an obligation to keep the playpark maintained for safety reasons, which is why there is a level of delegated authority in that respect. There has never been any indication that homeowners wish every repair to be authorised. Mrs Epton said that, upon becoming aware of the letter of 1st June 2022, the Property Factor issued a letter dated 4th November 2025 (PF41). The Property Factor apologised for this error and applied a credit to the Homeowner of £150. This was partially in respect of the error in the letter and because two reminders were issued when sums were in dispute.

Paragraph 2.3

29. Mrs Epton referred to paragraph 5.9 of the WSS (PF19), where it is stated that all information, documentation and policies can be accessed on the document portal. Mrs Epton said the document section on the portal (PF34) is sparse, but that is all the work that is carried out for the development. Some

documents have been archived. PF35 shows the statement of account with a dropdown menu. PF36 shows the detail when an invoice is clicked upon.

30. Mrs Epton said there is no formal process for review of the portal, but the property team regularly review the information available to clients. Just because there is no formal process, it does not mean matters are not considered. Mrs Epton said she was not sure what other information the Homeowner would wish to see. Mrs Epton said there has never been any proposed work that would require input from homeowners in this development. Mrs Epton said there had been very little communication from homeowners in the last six months. The Property Factor is not receiving a high number of complaints. The majority of invoices are available to homeowners. If they don’t pull through on the portal, homeowners can request the invoices. Mrs Epton said they would not provide a copy of the contract with the contractor as it covers multiple developments. If a specification of works was requested, the Property Factor could provide that. Responding to questions from the Tribunal as to why the Property Factor had not taken it upon themselves to ask for a specification of works, given the Homeowner’s requests for more information, Mrs Epton said perhaps they should have done that.

Paragraph 2.4

31. Mrs Epton said all the information is on the portal. The Property Factor believes that, where information is available, it has been provided. Mrs Epton referred to PF106, a letter dated 4th October 2024, where the Property Factor had asked the Homeowner to provide further information on documents that should be made available. Mrs Epton said she did not believe the Homeowner came back with any details of documentation.

32. Mrs Epton referred to PF110, a letter dated 14th November 2024, responding to the Homeowner’s complaint, where core services were explained. Mrs Epton said the Property Factor tried to be consistent in their letters, which explained why answers were sometimes similar. Mrs Epton said there had been a lot of discussion about ground maintenance but she was not sure that it fell within this paragraph, and she was not aware of the Homeowner raising this previously.

33. Mrs Epton referred to PF130 which was a plan showing areas of maintenance at the periphery of the development. It was her position that it would be difficult for anyone to sit in their house and see all five locations where work is carried out. If the contractor was not maintaining the areas, this would be reported to the Property Factor. The Homeowner has not raised any concerns about the work being carried out. The Property Factor and the contractor would be happy to do a walk around the areas to talk the Homeowner through the maintenance that is being carried out.

Paragraph 2.6

34. Mrs Epton said the Property Factor understood this paragraph refers to additional fees, but there are no additional services at this development. The core services are listed at section 3 of the WSS (PF15&16). That is the entirety of the work carried out. The Property Factor's website shows additional works outwith core services (PF32). None of these services are provided at the development.

Paragraph 2.7

35. Mrs Epton referred to PF63, a letter dated 28th July 2022. The Property Factor had apologised to the Homeowner if they had given the impression that they do not take financial matters seriously. The Property Factor had mentioned a credit of £50 and explained the process in respect of a recent fence repair. Mrs Epton said the Property Factor had processed the contractor's invoice when they should not have, as it did not match the contractor's quotation. That is what was meant in the letter by some aspects of the matter not having been handled as expected. It was accepted that some letters could have been worded better, and the letter of 1st June 2022 should never have been sent. The Property Factor dealt with this by crediting the Homeowner with the management fee, as they had fallen short. They thought the matter had been resolved.

36. With respect to the alleged failure to explain 'as fully as possible' Mrs Epton said the Homeowner just asked the same question over and over, but this did not mean she would get a different answer.

37. Mrs Epton referred to the Homeowner claiming that the Property Factor had mandated electronic invoicing, but this was not the case. Many homeowners have requested to opt out, and they receive paper copies.

38. The Property Factor believes they have been acting in line with the Code and the WSS.

Response from Homeowner

39. The Homeowner said the Property Factor had failed to make clear in their letter of 19th April 2023 (CF91) that homeowners could opt out of electronic invoices. The Homeowner referred to CF165 and an email dated 3rd July 2017 where she had asked to continue with paper billing.

40. The Homeowner said she had not challenged the work that the grounds maintenance contractor is carrying out because she does not know what they are meant to be doing. A schedule of works is required.

Section 3 – The Homeowner's position

Paragraph 3.1

While transparency is important in the full range of services provided by a property factor, it is essential for building trust in financial matters. Homeowners should be confident that they know what they are being asked to pay for, how the charges were calculated and that no improper payment requests are included on any financial statements/bills. If a property factor does not charge for services, the sections on finance and debt recovery do not apply.

41. The Homeowner referred to an email from the Property Factor dated 14th June 2022. The paragraph was not met because the invoice should have been picked up. More due diligence was required, as the quote and invoice from the contractor did not match. This raised concern for a lot of homeowners. If this was an isolated incident, it might be understandable, but the lack of processes around this has not helped. Responding to questions from the Tribunal, Mrs Epton said the original invoice was at PF136. The amount due on that invoice was £1180 plus VAT. The invoice was reduced to £936 including VAT.

Paragraph 3.2

The overriding objectives of this section are to ensure property factors:

- *protect homeowners' funds;*
- *provide clarity and transparency for homeowners in all accounting procedures undertaken by the property factor;*
- *make a clear distinction between homeowners' funds, for example a sinking or reserve fund, payment for works in advance or a float or deposit and a property factor's own funds and fee income.*

42. The Homeowner said there is no consultation in advance. The Homeowner referred to CF46, a letter from the Property Factor dated 4th October 2022. At CF50 it was stated that the playpark inspection charges had increased by 4%, which meant an increase of 4 pence or 16 pence per year to each homeowner. The cost set out was not accurate. The actual cost was 6%. The difference in the figures was not great, but it was the fact that inaccurate information had been given that was unacceptable. The Homeowner worked out the sum herself from the invoice provided.

43. The Homeowner said that both contracts for the playpark and landscaping had been there since the Property Factor was appointed. There does not seem to be much transparency around how the contractors were appointed. The Homeowner said she would have expected a mechanism for reviewing and processing this, so she would know there was value for money. It feels strange not to have a process. Transparency is lacking.

Paragraph 3.4

A property factor must provide to homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial statement showing a breakdown of charges made and a detailed description of the activities and works carried out which are charged for.

44. The Homeowner said she does not receive an annual statement. She receives quarterly invoices. They are itemised but not specific. There are charges shown, but there is no detailed description. The Homeowner referred to HO15/18, which was a landscaping invoice, with little detail. The Homeowner said the management fee is ambiguous, and it is difficult to tell if work is being carried out or not.

Section 3 – The Property Factor's position

Paragraph 3.1

45. Mrs Epton said the Property Factor agrees that transparency is important and has apologised in the past. The Property Factor believes they have been transparent. They have investigated matters fully. They have met the requirements of the terms of service between the parties. There has been frequent reference to the cost of repair being high, but this is subjective. The Property Factor is not a contractor. They would not want to speculate on what is a high cost. The Property Factor accepts that they should have picked up the discrepancy between the quote and the invoice, but they are not in the business of commenting on invoices.

Paragraph 3.2

46. Mrs Epton said that, with shared ownership, it is always possible that some repairs will be carried out without some homeowners being aware. There is no requirement to provide advance notification of every repair or charge. Obtaining several quotes increases the time and costs involved. The Property Factor has authority to carry out repairs. Where larger items are involved, the Property Factor communicates in advance, but where minor or safety repairs are involved, they do not. The Property Factor does not have three playpark contractors on its books. PF43 explains that the playpark maintenance charge was reduced. PF105/106, which is the Property Factor's response to the Homeowner's complaint, shows the multiple queries contained within the complaint. Mrs Epton said she had provided a rounded figure to homeowners. Invoices always show the correct sum, and they are available on the portal. The complaint response was five pages. The intention was to provide an illustration that costs have not increased annually. The letter sent to the Homeowner does not constitute an accounting process; therefore the Code has not been breached.

Paragraph 3.4

47. The Property Factor issues common charge invoices quarterly. Mrs Epton referred to PF120 and PF36 for examples. The expenditure is detailed. Invoices can be downloaded. The Property Factor believes this meets the requirements of the Code. Responding to questions from the Tribunal as to whether there was a detailed description on the invoices, Mrs Epton said there was. The detail shows garden and grounds maintenance and playpark inspection. There are no complex repairs. The Property Factor is not told what

is carried out on each visit. If a homeowner raised a query, the Property Factor would ask the contractor for further information.

48. Mrs Epton said she was not aware that paragraph 3.4 required a breakdown of the management fee. The Terms of Service in the WSS on PF24/25I lists the factoring services.

Further procedure

49. At this point, the hearing was brought to an end for the day.

50. By email dated 20th May 2026, the Property Factor intimated that the representative for the forthcoming hearing would be Mr Gordon Buchanan.

51. By email dated 26th May 2026, the Homeowner lodged productions.

The Hearing

52. A continued hearing took place by telephone conference on 3rd June 2026. The Homeowner was in attendance. Mr Gordon Buchanan represented the Property Factor.

Paragraph 4.4

A property factor must have a clear written procedure for debt recovery which outlines a series of steps which the property factor will follow. This procedure must be consistently and reasonably applied. This procedure must clearly set out how the property factor will deal with disputed debts and how, and at what stage, debts will be charged to other homeowners in the group if they are jointly liable for such costs.

Paragraph 4.6

A property factor must have systems in place to ensure the monitoring of payments due from homeowners and that payment information held on these systems is updated and maintained on a regular basis. A property factor must also issue timely written reminders to inform a homeowner of any amounts they owe.

The Homeowner's position

53. The Homeowner said the Property Factor has a procedure for debt recovery, but it is not applied consistently and reasonably. The Homeowner informed the Property Factor that items within her account were disputed in 2022. In June 2022 (CF140), the Homeowner received an invoice for a sum that was in dispute. In December 2024 (CF37), the Homeowner received a red statement of account marked 'Final Notice' for a disputed sum. Again, the Property Factor had been informed that the sum was in dispute. The Homeowner's position was that these documents should not have been issued when the Property Factor was aware that the sums were in dispute. No other demands

for the payments had been received other than the original invoices. The Homeowner informed the Property Factor (CF36) that the final notice was unnecessary and bullying. The Property Factor has said this was human error, but the Homeowner is aggrieved that this has now happened twice. The Homeowner said she now pays all invoices, whether in dispute or not, because the red notice has made her fearful of being subjected to legal action.

The Property Factor's position

54. Mr Buchanan said the Property Factor does not dispute these errors. As previously explained to the Homeowner, this was due to human error. The Property Factor has apologised (CF162). There is now training and guidance for staff. The Property Factor will apologise and correct such issues as they arise.

Paragraph 5.11

On request, a property factor must provide homeowners with clear details of the costs of public liability insurance, how their share of the cost was calculated, and the terms of the policy and the name of the company providing insurance cover.

55. At this point, it became apparent that this alleged failure was not included within the application form. The Homeowner confirmed that this was introduced in her written representations of 30th May 2025. The Tribunal indicated it would hear the evidence and reserve judgement on whether to allow inclusion of this paragraph and others under property factor duties that were not included within the application.

56. It then transpired that there is no public liability insurance for the Development, and this paragraph was not applicable.

Paragraph 6.4

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 position

57. The Homeowner said the Property Factor does not give progress updates in respect of repairs. This was acknowledged by the Property Factor in July 2022 (CF99), and an undertaking was made to improve matters. No changes were made. The first homeowners know of repairs is when they are charged.

Paragraph 6.6

A property factor must have arrangements in place to ensure that a range of options on repair are considered and, where appropriate, recommending the input of professional advice. The cost of the repair or maintenance must be balanced with other factors such as likely quality and longevity and the property factor must be able to demonstrate how and why they appointed contractors, including cases where they have decided not to carry out a competitive tendering exercise or use in-house staff. This information must be made available if requested by a homeowner.

58. The Homeowner said the Property Factor failed to provide sufficient information. No schedule of maintenance has been provided. The Homeowner said she is unable to assess whether charges are reasonable. The Homeowner had to ask for a timeline in respect of the fence repairs and it was a long time before this was provided. The Homeowner referred to a repair order in respect of the fence (CF103), pointing out that there was no reference to the cost. Although the repair was marked 'Urgent – 2 days', and dated 3rd February 2022, it was not carried out until April.

59. The Homeowner referred to an undated quote in respect of the repair of storm damage to the fence (CF105). The Homeowner claimed the Property Factor did not scrutinise the reasonableness of the quote, which was higher than expected. The Homeowner said homeowners should be told in advance of costs, so they are not blindsided by unreasonable invoices.

The Property Factor's position

60. Mr Buchanan said they will only tell homeowners in advance if this is the procedure agreed by homeowners. This would involve increased resources and a higher management fee. Mr Buchanan said the team could have communicated more, but he felt the communication was reasonable in the circumstances for a sum of £19.40 per homeowner. The rest of the Development accepted the work and the cost.

61. Mr Buchanan said the Property Factor does not oversee the work of contractors. There is no agreed threshold above which homeowners must be made aware of work to be carried out. The Property Factor would not abuse this position and spend indiscriminately. There is a float of £100 per property. If funding was required in advance, the Property Factor would consider matters, but this was increase costs to the homeowners and repairs may take longer to be carried out.

Paragraph 6.9

If applicable, documentation relating to any tendering or selection process (excluding any commercially sensitive information) must be made available if requested by a homeowner.

The Homeowner's position

62. The Homeowner said she had requested information as to why the Property Factor had failed to follow their processes in obtaining quotes and seeking approval, as well as a full breakdown of an invoice in June 2022. The Homeowner said the Property Factor had confirmed they do not have processes for tendering in respect of contractors.

The Property Factor's position

63. Mr Buchanan said the work orders show that the work was instructed. There was no cost assessment. There was communication between the Property Factor and the Homeowner, and it was handled reasonably.

64. The Homeowner responded that the communication took place after the fact, and only because requests were made.

Paragraph 7.4

A property factor must retain (in either electronic or paper format) all correspondence relating to a homeowner's complaint for a period of at least 3 years from the date of the receipt of the first complaint.

The Homeowner's position

65. The Homeowner said there are outstanding requests that have not been addressed, and it may be the case that the Property Factor has not kept correspondence. Responding to questions from the Tribunal, the Homeowner said she did not know if correspondence had been retained.

The Property Factor's position

66. Mr Buchanan referred to the Property Factor's written representations, where it was stated that complaint correspondence is retained in line with the requirements of the Code.

Overarching Standards of Practice

OSP1

You must conduct your business in a way that complies with all relevant legislation.

The Homeowner's position

67. The Homeowner submitted that the Property Factor had not complied with the Code, therefore, there was a failure to comply with the 2011 Act.

The Property Factor's position

68. Mr Buchanan agreed that if there was a failure to comply with the Code, this paragraph would apply.

OSP2

You must be honest, open, transparent and fair in your dealings with homeowners.

The Homeowner's position

69. The Homeowner said the Property Factor did not display the degree of transparency homeowners were entitled to expect. The Homeowner was required to make complaints and asked for those to be escalated, culminating in the Tribunal application.

The Property Factor's position

70. Mr Buchanan said it was accepted that the Property Factor could have handled matters better. Communication had become strained, but the Property Factor had tried to be honest, open, transparent and fair.

OSP3

You must provide information in a clear and easily accessible way.

The Homeowner's position

71. The Homeowner referred to her written representations, where it was stated that information provided is limited, documentation is difficult to secure, and some remains outstanding. The Property Factor is reactive rather than proactive. The portal is not used in a beneficial way. Responses to complaints lack substance, and communication is confusing.

The Property Factor's position

72. Mr Buchanan said he did not consider that the allegations fulfilled the requirements for a failure to comply with the Code.

OSP4 You must not provide information that is deliberately or negligently misleading or false.

The Homeowner's position

73. The Homeowner said the Property Factor had not provided accurate figures in respect of playpark sums. This was expanded upon in the Homeowner's written representations which referred to an inaccurate date, an increase

quoted as 4% rather than 4.82%, and a misleading cost in respect of the increased amount per property.

The Property Factor's position

74. Mr Buchanan referred to the written representations where it was stated that the percentage of increase had been provided as a general illustration only, and it was not the Property Factor's intention to present misleading or false information.

OSP5

You must apply your policies consistently and reasonably.

The Homeowner's position

75. The Homeowner said the debt recovery procedure had not been applied consistently and reasonably. Responding to questions from the Tribunal regarding the matter stated in the written representations referring to the Property Factor's proposal to offer a more geographical approach, the Homeowner said she agreed that things should be kept local if possible, but nothing had happened following the news article.

The Property Factor's position

76. Mr Buchanan said the debt recovery procedure was not raised as part of the Homeowner's complaint, so it should not be considered under this paragraph. In respect of the geographical reorganisation, Mr Buchanan referred to the written representations where it was stated this was not intended to disrupt existing homeowner/contractor relationships where these were operating satisfactorily. Homeowners can suggest a change in contractors if they wish.

OSP6

You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective.

The Homeowner's position

77. The Homeowner said that repairs are taking longer to carry out and complaints are taking longer to deal with. There is a lack of information provided to homeowners. It was noted that the Homeowner's written representations state that there are no written processes in relation to the use of the portal. The Homeowner believes this is a missed opportunity. There is an inconsistency in responding to homeowner complaints.

The Property Factor's position

78. Mr Buchanan referred to the written representations where it was stated that the portal is often more suited to developments with a lower level of ongoing non-routine repairs and maintenance. The Property Factor accepts that there have been opportunities where information could have been made available, and an update on the services currently in place was issued on 4th November 2025.

OSP9

You must maintain appropriate records of your dealings with homeowners. This is particularly important if you need to demonstrate how you have met the Code's requirements.

The Homeowner's position

79. The Homeowner said records are not accurate. Sums have had to be disputed. There are unresolved complaints and matters not recognised. There have been inaccurate statements. The Homeowner said she did not know if the Property Factor had maintained records or not.

The Property Factor's position

80. Mr Buchanan said there appeared to be a mismatch of expectations, rather than evidence of any breach.

OSP12

You must not communicate with homeowners in any way that is abusive, intimidating or threatening.

The Homeowner's position

81. The Homeowner said the red final notice received was threatening. It was noted that the written representations referred to aggressive debt recovery for known disputed amounts.

The Property Factor's position

82. Mr Buchanan referred to the written representations where it was stated that this was a result of human error, for which the Property Factor had apologised. The Property Factor does not consider the notices to be abusive, intimidating or threatening. They contain standard debt recovery terminology.

Property Factor Duties

WSS 2.5

Where we consider that consultation with the group of homeowners is necessary or that written approval of homeowners is appropriate prior to instructing common works and services, we will consult in writing with all homeowners in the group seeking their views and / or instructions.

The Homeowner's position

83. The Homeowner said that homeowners should have been aware of the cost for fence repairs in advance. The Property Factor had promised to put in place a procedure of obtaining three quotes for all work, but this had been rescinded.

The Property Factor's position

84. Mr Buchanan said the Property Factor has, where it was considered appropriate, consulted with homeowners prior to placing instruction. (PF39)

WSS 3.1

We act as property factor and offer the following Core Factoring Services to the group of homeowners relative to the land / property which the group share in common ownership and /or responsibility (common property) …

The Homeowner's position

85. The Homeowner said there is a lack of transparency over how contractors are appointed. Responses and documentation are generic and unspecific. The Property Factor increases the management fee with no explanation. They say it is a low-maintenance estate, but it is not clear what the homeowners are paying for. There seems to be a lot that the Property Factor doesn't do for their hefty fee. The services provided are not as described. The fee has now risen to £95 per year.

The Property Factor's position

86. Mr Buchanan said the Property Factor believes their fees are commensurate with the work carried out. The fees are set out at paragraph 4.1 of the WSS. Homeowners have access to the Property Factor team. There has been lots of communication, and all services are available to customers. The Property Factor does not believe they are obliged to justify how the annual management fee is calculated in respect of the services listed in 3.1.

WSS 3.5

Where a service is provided by us which will incur additional fees, over and above those included within the Core Factoring Services, we will consult you, your appointed representative, or, where necessary, the group of homeowners, in writing, for consent prior to incurring expenditure.

The Homeowner's position

87. The Homeowner said it was not clear what falls into the category of additional services.

The Property Factor's position

88. Mr Buchanan referred to the written representations where it was stated that no additional services have been proposed or provided by the Property Factor, and no additional fees have been incurred.

WSS 4.1

Regulation/standard of practice wording
The annual management fee is: £65.00 plus VAT
 This fee covers all administration relative to the services indicated at 3.1

The Homeowner's position

89. The Homeowner said this was about the accuracy of the fee. It was noted that the written representations refer to repeated requests for information about the management fee, which is out of date.

The Property Factor's position

90. Mr Buchanan referred to the written representations which states:
The annual management fee is: £65.00 plus VAT. This fee covers all administration relative to the services indicated at 3.1. The latest Terms of Service document was issued on 23 August 2023 and confirms the management fee chargeable at that time, the flat rate fee structure, and our policy for reviewing the fee. We consider this satisfies the requirements of the Code of Conduct. The Code of Conduct, section 1.2, requires a Property Factor to provide a copy of their Written Statement to homeowners at the earliest opportunity following a substantial change to its terms. We do not consider that an increase to the management fee, the circumstances of same being outlined within the Terms of Service, to be a substantial change to its terms. While the management fee included within the 2023 document is now out of date following an annual review, we do not consider this to be a breach of the Code.

WSS 4.10

We issue common charges accounts Quarterly Accounts are mailed (emailed or by post) to the property address (or an alternative forwarding address upon written request). Accounts include a detailed financial breakdown of charges and a description of the common works and services charged for. If requested, we will make available to you supporting invoices or any other appropriate documentation for inspection or copying. A reasonable charge may be imposed for this service.

The Homeowner's position

91. The Homeowner said this had been covered previously. It was noted that the written representations referred to insufficient information within invoices.

The Property Factor's position

92. Mr Buchanan referred to the written representations which state: We issue common charge invoices to our homeowner clients on a quarterly basis with each of these detailing all expenditure incurred of behalf of the homeowners over the previous 3 months. Each itemised entry on the invoice corresponds to an invoice received from a third-party contractor, and details the dates of repair, tradesman's names, a brief description of the repair, the total cost and each homeowners' share. Where homeowners wish to review the contractor's invoice, this is available to download through the online portal, or upon request from our office.

WSS 4.14

We have a clear procedure for debt recovery. This procedure can be found at www.hackingandpaterson.co.uk and is also available upon request in hard copy. This procedure outlines a series of steps which we will take on behalf of the group of homeowners.

The Homeowner's position

93. The Homeowner said she was aware there is a procedure, but it was not applied correctly when she was issued with debt correspondence for disputed items.

The Property Factor's position

94. Mr Buchanan said this had been covered under the Code. He referred to the written representations, which state: Our Debt Recovery Procedure can be viewed on our website. Where human errors have occurred, such as in June 2022 and December 2024 we have apologised for this.

WSS 5.7

We will communicate with you in a polite, courteous and professional manner. We will not communicate with you in a way which is misleading, false, abusive, intimidating or threatening. Our staff are instructed not to deal with abusive or intimidating communications either by telephone or in writing from any homeowner.

The Homeowner's position

95. The Homeowner said as well as receiving the red notice, the Property Factor had been dismissive in their communication. She did not feel that they were dealing with the complaint effectively.

The Property Factor's position

96. Mr Buchanan referred to the written representations which state: While we appreciate that the Applicant is frustrated and dissatisfied with the service provided, we do not consider our communication to have been in any way abusive, intimidating or threatening in content or intent, nor has it been our intention to provide misleading or false information. That being said, we have conceded that, on occasion, most notably in 2022, some of our correspondence with both the Applicant individually and the collective homeowners has fallen short of what we would have expected. We have apologised for this within our letter of 28 July 2022 and applied a small credit in 2022 by way of apology.

WSS 5.9

You can access all information, documentation and policies / procedures relevant to your development, or which are applicable to the services HPMS provide, by visiting your My H&P App or Web Portal, or alternatively by contacting your Factoring Team. Details on how to access both are provided in our introductory letter and at www.hackingandpaterson.co.uk

The Homeowner's position

97. The Homeowner said that she was frustrated because the portal was good, but underutilised. There would not have been complaints if documents had been put on the portal.

The Property Factor's position

98. Mr Buchanan said the information was available, but acknowledged that the Property Factor could have done better. It was noted the written representations stated: The My H&P Portal is often more suited to developments with regular reactive maintenance updates, as opposed to Bankton View with a lower level of non-routine repairs and ongoing maintenance. We have acknowledged that there have been missed opportunities to make information available and, with this in mind, an update on the services currently in place was issued on 04 November 2025. We attach sample screenshots illustrating the information that can be accessed via the My H&P Portal.

Remedy sought

99. The Homeowner said the sum of £140.25 remained in dispute. She had paid this sum. The Homeowner confirmed the Property Factor made a payment to her of £150.

100. Mr Buchanan said the payment had been made as a goodwill gesture. Mr Buchanan said the Property Factor is sorry and does not like to be in dispute with homeowners. Mr Buchanan said the Property Factor would be happy to remove £140 from the complaint.

Summing up

101. The Homeowner said she was grateful to everyone for their time. There were a few recurring themes, such as:

(i) Transparency – important information was not readily available, adding to time taken in resolving matters.

(ii) Administration and record keeping – There were disputed sums. While the Homeowner appreciated the Property Factor had acknowledged their error, this had happened twice and had knocked her confidence. Legitimate concerns had been raised.

(iii) Communication and responsiveness – The Property Factor was not working in a collegiate way. Persistence was required in communication and enquiries. Landscaping information is still outstanding and this is frustrating. The homeowners cannot challenge things if they don't have the full information.

(iv) Accountability – the Property Factor has the power to engage contractors and make decisions affecting homeowners. Homeowners should know more about this and what services are included in the management fee, which was £25 per annum in 2005, and has now risen to £95.

102. The Homeowner said the evidence demonstrates the above. The Homeowner had to challenge the Property Factor before matters were resolved. Responding to questions from the Tribunal, the Homeowner said the charges for homeowners are landscaping, playparks and insurance. There is no homeowners' committee.

103. Mr Buchanan said the Property Factor was sorry to have taken up the Homeowner's time, and he hoped matters could move forward more constructively in the future.

Findings in Fact

104.

i. The Homeowner is the proprietor of the Property.

ii. The Property Factor provides factoring services to the Development of which the Property forms part.

iii. The Property Factor has delegated authority to a playpark contractor to undertake playpark repairs at the Development without specific instruction from the Property Factor.

iv. In 2022, repairs were carried out to a section of fence within the Development. The repairs were quoted and invoiced at the cost of £1180 plus VAT. Homeowners became aware of the cost when issued with their May 2022 invoice.

v. The Homeowner informed the Property Factor that she was not comfortable settling her account in full and that she was withholding the sum of £19.40 in respect of the fence repairs, as well as the management fee and VAT.

vi. Following repeated representations from the Property Factor regarding the cost of the repair, the contractor reduced the cost of the repair.

vii. By letter dated 1st June 2022, the Property Factor informed the Homeowner that three quotes would be sought and consultation carried out with homeowners in future prior to instructing any works at the Development.

viii. On or around 6th June 2022, the Homeowner was issued with a reminder statement in respect of the disputed sums.

ix. On or around 9th June 2022, the Homeowner made a complaint to the Property Factor.

x. By email dated 14th June 2022, the Property Factor apologised to the Homeowner for issuing an invoice in respect of disputed sums and confirmed the sum of £36.80 was in dispute.

xi. On or around 19th June 2022, the Homeowner made a formal complaint to the Property Factor.

xii. By letter dated 28th July 2022, the Property Factor responded to the Homeowner's complaint.

xiii. By letter dated 11th August 2024, the Homeowner informed the Property Factor of complaints, stating that it was a follow-up to the formal complaint raised in July 2022.

xiv. By letter dated 15th September 2024, the Homeowner issued the Property Factor with her formal complaint.

xv. By letter dated 4th October 2024, the Property Factor addressed the Homeowner's complaint.

xvi. By letter to the Property Factor dated 31st October 2024, the Homeowner requested a final response to her complaint.

xvii. A final response to the complaint was issued by the Property Factor on 14th November 2024.

xviii. By letter dated 26th November 2024, the Homeowner informed the Property Factor that she was escalating her complaint to the Tribunal, and asked the Property Factor to continue to hold the sum of £64.42 and any further invoices in dispute until the matter was resolved.

xix. The Homeowner was issued with a statement of accounts dated 4th December 2024, purporting to be a final notice, in respect of disputed sums.

xx. By email dated 6th December 2024, the Property Factor informed the Homeowner that the final notice had been generated automatically and issued in error, apologising for the error.

Determination and Reasons for Decision

105. The Tribunal decided it would consider the additional paragraphs that had been introduced by the Homeowner in her representations of 30th May 2025, as some of the additional paragraphs had been notified to the Property Factor as part of the Homeowner's complaint dated 15th September 2024. Furthermore, the Property Factor had not objected to the additional paragraphs and had responded to them in their written representations.

Paragraph 1.5A(3)

106. The Tribunal did not find that there had been a failure to comply with this sub-paragraph. There is no level of delegated authority set by homeowners within the Development. The matter of whether the Property Factor delegates authority to a contractor does not fall within this sub-paragraph.

Paragraph 1.5B(5)

107. The Tribunal did not find that there had been a failure to comply with this sub-paragraph. The WSS meets the requirements of the Code. The additional services are set out in the WSS, and it is stated that the fees and charges are to be agreed with homeowners before additional services are carried out.

Paragraph 1.5C(6)

108. The Tribunal did not find that there had been a failure to comply with this sub-paragraph. The WSS meets the requirements of the Code. It states the management fee at the time of compiling the WSS. The Property Factor cannot be expected to issue a new WSS each time the management fee changes. This is not a significant change to the WSS. The WSS sets out the procedure for review of the fee.

Paragraph 2.1

109. The Tribunal did not find that the Property Factor had failed to comply with this paragraph of the Code. The Tribunal considered the letter sent on 1st June 2022, informing homeowners that three quotes would be obtained before work was carried out, was sent in error. The Property Factor issued an apology for the error when it came to light.

110. The Tribunal did not consider that the use of the portal fell within this paragraph. It is considered elsewhere within the decision.

Paragraph 2.3

111. The Tribunal did not find that there had been a failure to comply with this paragraph. The WSS sets out how homeowners can access the required information and documents.

Paragraph 2.4

112. The Tribunal did not find that there had been a failure to comply with this paragraph. The Homeowner was asked by the Property Factor in a letter of 4th October 2024 to provide further information on the documents that should be made available. The Homeowner's evidence was that she proceeded to a complaint rather than waste her time requesting documentation again. The Homeowner appeared to be requesting tendering documentation that was not available.

Paragraph 2.6

113. The Tribunal did not find that there had been a failure to comply with this paragraph. The paragraph refers to additional fees other than the core services. There are no additional services provided at the Development. The Code does not require this procedure to be written.

Paragraph 2.7

114. The Tribunal did not find that there had been a failure to comply with this paragraph**.** The Tribunal noted reference to one email sent on 17th May 2022 that was not acknowledged or dealt with. The Tribunal did not consider that a failure to acknowledge one email was sufficient to make a finding of failure, particularly when the Homeowner stated in evidence that the timescales were generally met by the Property Factor. The Tribunal did not find that the Property Factor failed to deal with enquiries and complaints as fully as possible. It appeared to the Tribunal that this was a case where the Homeowner did not like the responses received, rather than the Property Factor failing to comply with the Code.

Paragraph 3.1

115. The Tribunal did not find that there had been a failure to comply with this paragraph. The invoices set out what work has been charged for. In the example given, the contractor issued an invoice which was later questioned by homeowners. The contractor then reduced the invoice. This was not an improper payment request.

Paragraph 3.2

116. The Tribunal did not find that there had been a failure to comply with this paragraph. The incorrect percentage quoted by the Homeowner was minimal. Re-tendering or how the contractors were appointed is not relevant for this paragraph.

Paragraph 3.4

117. The Tribunal did not find that there had been a failure to comply with this paragraph. The Property Factor provides a detailed financial statement to homeowners quarterly. The Tribunal accepted the evidence on behalf of the Property Factor that there are no complex repairs at the Development that would necessitate further detail.

Paragraph 4.4

118. The Tribunal did not find that there had been a failure to comply with this paragraph. The Property Factor has a clear written procedure for debt recovery. The Tribunal did not find that the Property Factor's error in sending out statements on two occasions, two years apart, was a failure to consistently and reasonably apply the policy. The Tribunal considered this to be human error on two occasions, with a significant period in between times during which the Homeowner was not invoiced for the disputed amounts.

Paragraph 4.6

119. The Tribunal did not find that there had been a failure to comply with this paragraph. The Property Factor has systems in place to ensure the monitoring of payments. As above, human error occurred on two occasions over two years apart.

Paragraph 5.11

120. This was not considered by the Tribunal as the Property Factor does not have public liability insurance for this Development.

Paragraph 6.4

121. The Tribunal did not find that there had been a failure to comply with this paragraph. The Homeowner's complaint was that the Property Factor failed to keep homeowners up to date with repairs, and that they had undertaken to do so in their letter of July 2022. The Tribunal noted that the Property Factor stated in their letter that they would endeavour to advise homeowners in advance of placing instruction for ad-hoc maintenance and repairs, but they also stated that they would be happy to deviate from their current practices if that was the decision of collective homeowners. They stated that they would consider each maintenance item and progress matters accordingly. The homeowners do not appear to have collectively requested a change to the current procedure.

Paragraph 6.6

122. The Tribunal did not find that there had been a failure to comply with this paragraph. The relevance to this paragraph of a schedule of maintenance or written procedures, as stated by the Homeowner, was not clear to the Tribunal. The Tribunal accepted the evidence of the Property Factor that the matter of the cost for the fence repair was subjective, and not necessarily something that the Property Factor should have picked up. When this was brought to their attention, the Property Factor addressed the matter, with a positive outcome for the homeowners.

Paragraph 6.9

123. The Tribunal did not find that there had been a failure to comply with this paragraph. There was no tendering or selection process, therefore this paragraph did not apply.

Paragraph 7.4

124. The Tribunal did not find that there had been a failure to comply with this paragraph. There was no evidence to substantiate the Homeowner's claim that the Property Factor had not retained correspondence for the required period.

OSP1

125. The Tribunal did not find that there had been a failure to comply with this paragraph.

OSP2

126. The Tribunal did not find that there had been a failure to comply with this paragraph. The fact that the Homeowner had to make complaints which had to be escalated does not necessarily mean that the Property Factor was

not honest, open, transparent and fair in their dealings with the Homeowner. The Tribunal did not find that there was a lack of documentation, proactively or reactively, a lack of business processes, inaccurate costings or a lack of tendering repairs, as alleged by the Homeowner.

OSP3

127. The Tribunal did not find that there had been a failure to comply with this paragraph. Information provided by the Property Factor is provided in a clear and easily accessible way. Clear quarterly invoices are provided. Some documentation is available on the portal. The Tribunal did not consider the response to complaints to lack substance.

OSP4

128. The Tribunal did not find that there had been a failure to comply with this paragraph. The inaccuracy in the figures quoted by the Homeowner was minimal. The Tribunal accepted that the Property Factor had provided the figures as a general illustration.

OSP5

129. The Tribunal did not find that there had been a failure to comply with this paragraph. The debt recovery procedure was applied consistently and reasonably. The Tribunal accepted the evidence of the Property Factor that the proposal to offer a more geographical approach was not intended to disrupt existing arrangements, and that homeowners can suggest a change in contractor.

OSP6

130. The Tribunal did not find that there had been a failure to comply with this paragraph. There was no evidence before the Tribunal that the Property Factor is taking longer to deal with complaints. The Tribunal considered that there does not require to be a written process for the portal in order for the Property Factor to attend to the portal.

OSP9

131. The Tribunal did not find that there had been a failure to comply with this paragraph. There was no evidence that the Property Factor is not maintaining appropriate records.

OSP12

132. The Tribunal did not find that there had been a failure to comply with this paragraph. While the Tribunal appreciates it may be unpleasant to receive a red final notice, particularly when the sums involved were in dispute, this does not constitute abusive, intimidating or threatening communication.

Property Factor Duties

WSS 2.5

133. The Tribunal did not find that there had been a failure to carry out property factor duties. The Property Factor has consulted with homeowners when it considers it to be necessary, in line with the WSS.

WSS 3.1

134. The Tribunal did not find that there had been a failure to carry out property factor duties. The Homeowner’s complaints in this regard had already been considered under the Code.

WSS 3.5

135. The Tribunal did not find that there had been a failure to carry out property factor duties. There have been no services provided which incur additional fees.

WSS 4.1

136. The Tribunal did not find that there had been a failure to carry out property factor duties. A change to the management fee is not a substantial change to the terms of the WSS.

WSS 4.10

137. The Tribunal did not find that there had been a failure to carry out property factor duties. This was already considered under the Code.

WSS 4.14

138. The Tribunal did not find that there had been a failure to carry out property factor duties. This was already considered under the Code.

WSS 5.7

139. The Tribunal did not find that there had been a failure to carry out property factor duties. This was already considered, in part, under the Code. The Tribunal did not consider that the Property Factor was impolite or dismissive in their communications.

WSS 5.9

140. The Tribunal did not find that there had been a failure to carry out property factor duties. While the portal could be used more effectively, the paragraph within the WSS allows for documentation to be provided by the portal or by contacting the Property Factor.

Observations

141. The Tribunal observed that the Property Factor has apologised for some of the errors highlighted in the application, and has applied goodwill credits to the Homeowner in the past. The Tribunal considered that the Property Factor has properly dealt with issues as they have arisen.

142. The Tribunal observed that communication may be improved between the Property Factor and homeowners if there was a homeowners' committee.

143. The Tribunal observed that it would be helpful if the Property Factor was to issue homeowners with a specification of works for the play park and ground maintenance contractors.

144. The Tribunal noted that the Property Factor stated they would be happy to do a walk around the common areas to talk the Homeowner through the maintenance that is being carried out. It may be helpful for the Homeowner to take up this offer.

145. The Tribunal observed that the application was somewhat repetitive, with the Homeowner alleging the same issues under several paragraphs of the Code. There was also something of a mismatch between the allegations and the specific Code paragraphs. This led to an overly lengthy process with two days of evidence.

Decision

146. The Tribunal determined that the Factor has not failed to comply with the Section 14 duty in terms of the Act or failed to carry out their property factor duties.

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.

Legal Member and Chairperson

6th July 2026