



Written Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 19 of the Property Factors (Scotland) Act 2011 (“the 2011 Act”)

Reference number: FTS/HPC/PF/25/4848

Re: Property at Flat 4/1, 204 Eldon Street, Greenock, PA16 7AT (“the Property”)

The Parties:

Mrs Margaret Halliday, Flat 4/1, 204 Eldon Street, Greenock, PA16 7AT (“the Homeowner”)

Ross and Liddell, 60 St Enoch Square, Glasgow, G1 4AW (“the Property Factor”)

Tribunal Members: Ruth O’Hare, Legal Member and Kingsley Bruce, Ordinary Member

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Property Factor has complied with the Section 14 duty in terms of the Act, specifically Section 6.6 of the Code of Conduct for Property Factors 2021 (“the Code”).

Background

- 1 This is an application under rule 43 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules”) and section 17 of the 2011 Act. The Homeowner sought a determination that the Property Factor had failed to comply with the Code.
- 2 The Homeowner stated in the application that the Property Factor had breached Section 6.6 of the Code. In summary, the Homeowner’s complaint was founded upon the Property Factor’s failure to deal with common roof repairs appropriately, and failure to instruct approved contractors which had invalidated a roofing guarantee.
- 3 The application was accepted as valid and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 2 September 2026. Notice of the CMD was given to the parties in accordance with Rule 17(2) of the Rules.

- 4 On 28 August 2026 the Property Factor submitted written representations in response to the application.

The CMD

- 5 The CMD took place on 2 September 2026 at 2pm. The Homeowner was in attendance. The Property Factor was represented by Ms Jennifer Johnston.
- 6 The tribunal explained the purpose of the CMD and proceeded to discuss the application with the parties. The following is a summary of the key elements of the parties' submissions.
- 7 The tribunal confirmed with parties that there appeared to be no prospect of the dispute being resolved informally between them. The Applicant confirmed that the roof had leaked again and repairs were awaited. The Applicant confirmed that she was seeking compensation from the Property Factor for the stress and inconvenience because of their mismanagement of the roof repairs.
- 8 The tribunal noted that the Homeowner had cited only one section of the Code in the application, namely section 6.6 which states "*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.*"
- 9 The Homeowner explained that the Property Factor had failed to take account a roofing membrane guarantee when instructing the roof repairs, which required an approved contractor to be instructed. They had just sent a contractor out to fix the issues. Although the Property Factor may have a range of options on repairs, they should have taken the guarantee into account. That was the reason why the Homeowner believes the Property Factor has failed to comply with section 6.6.
- 10 In response to questions from the tribunal, the Homeowner stated that she was unaware of what arrangements the Property Factor has in place for repairs. They had sent out the wrong contractor to repair the roof and in doing so had invalidated the guarantee. The options pursued by the Property Factor were unsuitable. They should have used an approved contractor. The Homeowner confirmed that she was only relying on the first sentence of section 6.6. The remainder of the paragraph was irrelevant in her view.
- 11 Ms Johnston referred to the Property Factor's Written Statement of Services which outlined the Property Factor's arrangements for dealing with repairs.

- 12 The parties confirmed they would be content for the tribunal to proceed to a decision on the basis of the written representations and the submissions from parties at the CMD.

Findings in fact

- 13 The Homeowner is the registered owner of Flat 4/1, 204 Eldon Street, Greenock, PA16 7AT.
- 14 The Property Factor is the appointed factor for the development to which the Homeowner's property forms part.
- 15 The Property Factor has a Written Statement of Services.
- 16 Section 9 of the Written Statement of Services contains the Property Factor's repair procedures, including the arrangements for considering options for repairs and recommending the input of professional advice, such as surveyors, architects and structural engineers.

Reasons for decision

- 17 The tribunal considered carefully all evidence and documentation before it in reaching its decision, whether referenced or not in this decision. The documents are incorporated herein and referred to in the tribunal's findings in fact. The tribunal considered it could proceed to a decision in the absence of a hearing as it had sufficient information to do so and both parties had confirmed their agreement with this.
- 18 Section 2 of the 2011 Act defines "property factor" for the purposes of the 2011 Act and the Code. The tribunal was satisfied that the Property Factor meets the definition of a property factor, having confirmed that they are a registered property factor. The Property Factor did not dispute this.
- 19 Section 17(2) of the 2011 Act requires a homeowner to notify the property factor in writing as to why the homeowner considers that the property factor has failed to comply with the Code prior to making an application to the tribunal. The tribunal determined based on the correspondence produced by the Homeowner that she had notified the Property Factor of her complaint prior to making this application. Again, the Property Factor did not seek to dispute this.
- 20 The tribunal carefully considered the section of the Code in the application that the Homeowner claims to have been breached by the Property Factor.

Section 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."

- 21 In considering this application the tribunal found no breach of section 6.6 of the Code. The tribunal accepted based on the Written Statement of Services that the Property Factor has arrangements in place for repairs, including seeking competitive estimates for major repairs and engaging professional advice where required, to ensure a range of options are considered. Section 6.6 places a general obligation on the Property Factor to have such arrangements in place. It appears to the tribunal that the Homeowner's complaint is more centred around how those arrangements were managed in her case, rather than a failure to have them at all.
- 22 The tribunal would note that there is nothing to prevent the Homeowner from submitting a new application to the Tribunal if she wishes to pursue this matter further. There may be other sections of the Code that are more relevant to the Homeowner's complaint, but insofar as the present application is concerned the tribunal found no breach of Section 6.6 of the Code.
- 23 The tribunal therefore determined that, in respect of Section 6.6 of the Code, the Property Factor has complied with the section 14 duty.
- 24 The decision of the tribunal was unanimous.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or determined.