



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

Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 19(1)(a) of the Property Factors (Scotland) Act 2011

Chamber Ref: FTS/HPC/PF/25/3406

Re: Property at 204 Rosemount Place, Part of 198-204 Rosemount Place, Aberdeen, AB25 2XQ (“the Property”)

Parties:

Mr Robert Rogers, 5 Bay Road, Wormit, Fife, DD6 8LU (Homeowner)

Newton Property Management, 87 Port Dundas Road, Glasgow, G4 0HF (Property Factor)

Tribunal Member:

**Melanie Barbour (Legal Member)
Donald Wooley (Ordinary Member)**

Decision

The Property Factor is found to have failed to comply with OSP 5, 11 and Section 7.1. The decision is unanimous.

BACKGROUND

1. By application dated 9 August 2025, the Homeowner (“Homeowner”) complained to the Tribunal that the Property Factor (“Property Factor”) was in breach of OSP 2, 4, 5, 6 and 7; WSS 1-b; Sections 6.6, 6.12 and 7.1 of the

Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors 2021 (*"The Code"*).

2. The Homeowner notified the Property Factor for the purposes of section 17 (3)(a) of the Act on 8 July 2025.
3. The application was accepted by the Chamber on 2 September 2025.
4. The application proceeded to case management discussion on 5 February 2026. The Tribunal issued a direction on that date.
5. The case management discussion was continued to 27 July 2026 and then again to 24 September 2026. In attendance were the Homeowner, Mr Rogers and Catherine Flanagan from the property Factor.
6. The Property Factor submitted the following documents:
 - a. A written response to the application with productions
 - b. 23 March 2026 in response to the Tribunal direction
 - c. Copy of the email instructing the surveyor.
 - d. Written submissions dated 24 August 2026
7. The Homeowner submitted the following documents:
 - a. 9 August 2025 Part 3 complaint
 - b. 5 February 2026 response to Tribunal direction
 - c. 14 July 2026 Part 4 complaint
 - d. Email of 28 August 2026 with additional documents attached
8. The parties were advised of the purposes of the case management discussion and that the application could be determined at the case management discussion if the Tribunal had sufficient information before it to do so.
9. Reference is made to the terms of the case management note dated 30 July 2026.

FINDINGS IN FACT

10. The Tribunal made the following findings in fact: -

- a. The property address is 204 Rosemount Place, Aberdeen, AB25 2XQ.
- b. The Homeowner is Robert Rogers.
- c. The Property Factor is Newton Property Management.
- d. There is a written statement of services for the development.
- e. The written statement of services sets out a complaints process to be followed.
- f. The Homeowner made an application to the Tribunal on 9 August 2025.
- g. The Homeowner notified the Property Factor for the purposes of section 17 (3)(a) of the Act on 8 July 2025.
- h. The Homeowner and Property Factor engaged in ongoing correspondence during the Homeowner's emails referring to stage 1, stage 2, and stage 3 complaints.
- i. The Property Factor did not advise the Homeowner that they were not dealing with the Homeowner's complaint as part of the three-stage complaint process, but were dealing with his correspondence as ongoing correspondence as part of a service issue he had raised regarding works to the building.
- j. The Homeowner had raised with the Property Factor that he wished the vent in the gable wall in the building to be repaired as part of the wider building repair works. The Property Factor was in communication with the Homeowner regarding the vent. The Property Factor was in communication with the surveyor and also the building contractor regarding the location and repair of the vent. The Property Factor had worked to ensure that the Homeowner's concern was properly investigated and the matter properly resolved.

DISCUSSION

11. The Homeowner set out two principal complaints in Part 1 and Part 2 of his application. Part 1 relates to a building survey report which had been carried out in August 2023. The Homeowner complained that three matters had not been included in the following documents: the survey, the specification and the contractors' quotation of around February 2024. The Homeowner considered that there were defects in these documents, with material matters not being included in them. Two of the missing matters were satisfactorily resolved as discussions took place; however, the issue of a "*pavement build-up against an air vent on the side of the property being a source of water ingress*" was not resolved by the time the Homeowner made his application to the Tribunal .
12. In Part 1, the Homeowner complained that he had sent numerous emails to the Property Factor raising the issue, but it had no effect. The Property Factor had not sorted the issue out. The surveyor insisted the vent was in the same area as a water gully and had therefore been included. The Homeowner said this was not correct and it had been missed from the survey and the subsequent contractor's quote. The Homeowner said he had been available to meet the surveyor on site regarding the location of the vent; however, the Property Factor had not set any such meeting up.
13. At Part 2, the Homeowner had complained about the lack of progress on this matter. The Homeowner was not satisfied that the Factor had dealt with his complaint properly, including that at stage 3 the Homeowner was receiving correspondence from the property manager and not a more senior member of staff. That the complaints process did not adhere to any time scales. The Homeowner accepted that after the application was made to the Tribunal that the vent work was subsequently included. The Homeowner considered that the subsequent inclusion was to do with the fact that he had complained to the Tribunal about the lack of progress.

14. The Property Factor had submitted a written response. The Property Factor, in short, confirmed that they had instructed suitably qualified professionals, namely a surveyor, to carry out a full building report. The building surveyor had subsequently prepared a specification of works, and quotes have been obtained from three different building contractors. The Property Factor asserted that they had liaised with the surveyor and contractor regarding the issues raised by the Homeowner in relation to the vent, and they had taken advice from these professionals. They had offered site meetings with the Homeowner and the surveyor in order that all parties were clear that they were referring to the same issue at the correct location. The Property Factor refuted the complaint issue. They advised that it was not a complaint; it was ongoing communication. They considered they had responded to the ongoing communication.

REASONS FOR DECISION

Overarching Standards of Practice: The following are the overarching standards of practice that property Factors should apply in carrying out their work:

OSP 2 • You must be honest, open, transparent and fair in your dealings with Homeowners.

15. The Homeowner advised that the Property Factor had not been honest. There was not one single Factor/reason but a trend. He said it was very hard to accept anything that the Property Factor said. In February 2024, there had been a survey carried out. Three items were missing from the original survey. The Homeowner had noted that the vent was not included and raised it with the Factor. The Homeowner claimed that there was constant deflection and refusal by the Factor to acknowledge that these items were missed. The Homeowner had sent photographs of the vent. The Factor had gone to the wrong building. The Property Factor had offered a site visit; however, the Homeowner advised

that he had told the surveyor that the gully and the vent were in the same area. The Homeowner had agreed to go to a meeting, but the Property Factor had not arranged it. He had spoken to the surveyor by telephone. The Homeowner claimed that the Property Factor was evasive in correspondence.

16. There was a discussion about the basis on which the survey was instructed. The Property Factor provided details about their instruction. The Homeowner did not consider that the survey had been done by an accredited surveyor. The survey report had not been signed off. He also raised concerns that the survey itself did not set out in detail the reasons for the survey having taken place. The Homeowner advised he had asked these questions of the Property Factor but never got a satisfactory response.

17. References were made to pages 19 and 20 of the application submission. The Homeowner claimed that the surveyor kept denying that the vent was not included in the specification of works. The Property Factor only resolved the matter after he had made his application to the Tribunal. The Homeowner advised that he did not attend a site meeting because, at that time, he stated he had lost confidence in the Property Factor, and he was worried about intimidation. He stated that he had agreed to attend a site meeting, but it did not go ahead as the Property Factor did not facilitate it. He complained that the surveyor did all he could to refuse to carry out the repair. He stated that the detail in Part 2 of his complaint demonstrated the breakdown in communication between the Homeowner and the Property Factor.

18. The Property Factor disagreed with this assessment. They had instructed appropriate professionals, namely the surveyor, to carry out the building survey. The surveyor had provided a scope of works, and they had obtained contractors' quotes. They had responded to the Homeowner several times to ensure that all matters were captured in the quote. They had tried to arrange a site visit with the Homeowner, but the Homeowner had not been accommodating about the site visit. She appreciated that the visit had not taken place. She referred to page 61 of the papers, where the Homeowner questioned why a site visit was required.

19. DECISION: The Tribunal does not find that there has been any breach of OSP

2. It requires that the Property Factor be open, honest and transparent in their dealings with Homeowners. The correspondence submitted by both parties shows that the issue of repair to the vent was raised with the Property Factor by the Homeowner. It also appears to show some misunderstanding as to whether or not the vent and the rainwater gully were in the same place and the actual location of the vent. However, it is clear that the Property Factor tried to clarify this matter on several occasions and suggested first a meeting between the owner and surveyor in September 2024 and then again in July and August 2025. That the Property Factor was relying on the expertise and knowledge of the surveyor was not unreasonable and does not show them to be acting dishonestly. It seems clear that a site visit would have resolved the matter easily, and it is not clear why the Homeowner would not meet on site with the Factor and the surveyor. We do not find that the Property Factor acted in a way that was not honest, open, transparent, or fair. On the contrary, we found that the Property Factor engaged with the Homeowner reasonably and did its best to resolve the Homeowner's concern fairly.

OSP 4 • You must not provide information that is deliberately or negligently misleading or false.

20. The Homeowner advised that, similar to OSP 2, there was a trend by the Property Factor to be deliberately misleading and false about the vent. In support of his position, the Homeowner referred to page 27 of his submission, which related to his email of 28 February 2025 to the Factor, complaining that they had not received a reply to their questions. The Homeowner claimed that the Property Factor had provided information which was misleading, as they advised that the vent was in the same area as the drainage channel.

21. The Property Factor advised that they had emailed the Homeowner on 25 June 2025 [page 40] of the application stating that they understood that the

Homeowner was suggesting that the area where the drainage channel was and the vent for rainwater were not in the same place; however, the surveyor advised them it was. They emailed the Homeowner in the following terms: *"However, to ensure we are all discussing the same area and to ensure everything is included in the scope of work I suggest we meet on site with Andy from Squires"*. They submitted that this was evidence which showed that they were putting forward a suggestion to meet on site to ensure that all parties were receiving the correct information and that supported that there was no breach of OSP 4.

22. DECISION: The Tribunal does not find any breach of OSP 4. The Homeowner did not direct us to any correspondence from the Factor which led to the Homeowner's email of 28 February 2025. The email of 28 February 2025 referred to the previous email correspondence of 24 September 2024. The Homeowner had lodged a letter from the Factor dated 6 February 2025 regarding the building survey and costs; he had annotated it to point out *"repair to side vent missing"*. There is also an email from the Factor lodged dated 18 June 2025 [page 37] regarding the vent and the meeting the Homeowner had with the surveyor, and the surveyor's response; and there is a further email of 25 June 2025 from the Factor again about the rainwater gully and the vent, the advice they had received from the surveyor, noting the Homeowner did not agree, and *"to ensure we are all discussing the same area and to ensure that everything is included in the scope of the work, I suggest we meet on site with Andy from Squires...."*

23. It is clear from the correspondence that the Property Factor had not been deliberately or negligently providing information which was misleading or false. The Factor had taken advice from the surveyor. The Factor had considered that the Homeowner had said that they did not agree with the surveyor and, to clarify matters, they proposed a site meeting. Their actions appear to the Tribunal to be sensible and reasonable in all the circumstances. We note that as at June 2025 there had been no site meeting with the Homeowner, only a telephone call in September 2024 with the surveyor and the Homeowner which had been

facilitated by the property Factor. We consider that the Factor had acted reasonably in trying to resolve the matter as far back as September 2024.

OSP 5 • You must apply your policies consistently and reasonably.

24. The Homeowner advised his complaint under OSP 5 related to his stage 3 complaint. At that stage, he would have expected to receive a response to the stage 3 complaint from somebody suitably senior within the organisation; however, he advised that at stage 3 he had received an e-mail from the property manager who had been dealing with the matter at stage 1. He considered that the policies undertaken by the Factor at this stage were not applied consistently or reasonably.
25. The Property Factor advised that there had been a misunderstanding. She understood that the associated director had contacted the property manager to ask for her response to the stage 3 complaint. The property manager had misunderstood what she required to do and had responded directly to the customer. The associate director was responding to the matter, and her responses were consistent. The Homeowner had suggested that he had been going round in circles with his complaints and he was unhappy with the way they had been handled. The Property Factor, at the case management discussion, accepted that the property manager should not have responded to the stage 3 complaint. She submitted this was a misunderstanding.
26. At the reconvened meeting on 24 September 2026, the Factor advised that the Homeowner's complaint had not, in fact, been dealt with as a stage 1 to 3 complaint because the Homeowner had been complaining about service issues, common repair works decisions regarding communal repairs and funding invoice and payment disputes and the ongoing management of common repair projects. The Homeowner's correspondence had in fact been treated as service inquiries, project-related correspondence, invoice disputes and challenges to common property decisions rather than formal complaints falling within the scope of the complaint procedure. The Property Factor had

responded to the Homeowner's concerns throughout the period in question but had not dealt with that correspondence through the complaints process. They considered that the issues raised by the Homeowner fell outside the scope of that procedure.

27.DECISION: The Tribunal considered the terms of the written statement of services. Appendix 1 does contain information in relation to how to make a complaint. At stage 3, a complaint would be escalated to the leadership team and the relevant manager would consider the stage 2 submission and any subsequent correspondence. If the Homeowner's complaint is a stage 1-3 complaint, then it does appear, in this particular case, that the written statement of services complaints procedure had not been followed by the Property Factor. The Factor had continued to correspond with the Homeowner regarding the matters that the Homeowner had raised. We have some sympathy for the Property Factor that they had been dealing with this matter as ongoing service issues. However, we also have some sympathy with the Homeowner, as his correspondence by email did refer to stage 1 escalating to stage 2 escalating to stage 3. It appears that at no point did the Property Factor ever confirm to the Homeowner that they were not dealing with this matter as a stage 3 complaint. We consider that OSP 5 requires a Property Factor to apply their policies consistently and reasonably. What the Property Factor failed to do in this case was advise the Homeowner how they were treating his correspondence. We find that there is a failure to apply their policies consistently and reasonably in this case, as the Homeowner believed he was dealing with a stage 1 to 3 complaints process and the Factor did not clarify that this was not the case. The Tribunal finds there has been a breach of OSP 5 because of the failure to clarify to the Homeowner how they were dealing with his complaint.

OSP 6 • 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.

28. The Homeowner advised that he considered that the Property Factor did not carry out their services using reasonable skill and care and in a timely way. He passed all the information about the vent onto Newton, and they had not acted upon it. The Homeowner advised that the complaints procedures did not work when he was raising matters with the Property Factor. The Property Factor could not get a handle on what he was complaining about. The Property Factor disbelieved what he was saying. The Homeowner advised that the vent has subsequently been included in the scope of works which is to be carried out, but this had not been the case until after he had made his application to the Housing Tribunal. He suggested that the correspondence showed a trend in the Factor not using reasonable skill and care. In addition, he indicated that he had asked the Factor to use float money to carry out the works to the vent and they had refused to do it. The Homeowner agreed that all monies had to be paid for before the works to be done could be commenced. The Homeowner accepted that he was not entitled to cherry-pick which pieces of work he required to be done from the float and that the Factor could not instruct works to go ahead until they were in receipt of all necessary funds. The Homeowner understood that but advised that was not what was happening as there had been emergency roof works carried out.

29. In the Property Factor's written response, there is reference to the Homeowner's email of 24 September 2024, which the Homeowner stated was not responded to by the Factor. The Property Factor said there had been no breach of OSP 6, as the email of 24 September 2024 had been sent in response to an email from the property manager on 19 September 2024 and did not require a response. The email of 19 September 2024 stated, *"Further to forwarding your queries to Andy from Squires, Andy has contacted me to advise that he will revise the quote as per your e-mail. Andy has also asked that I provide you with his mobile number and asks if you would contact him to arrange allowing him to view the issues within your property to ensure everything is captured. Andy can be contacted on XXX. Please let me know of anything is if there's anything further."*

30. The Homeowner subsequently responded on 24 September 2024 that *“he had spoken with Andy and thought that the damp to the front of the premises can be improved with the reinstatement of the drain gully. The issue with the pavement built up against the sidewall needs to be resolved. See attached photographs Andy requested”*. The Factor submitted that there was no query or question which required a response and there was no breach of this standard.

31. DECISION: OSP 6 requires that the Property Factor must carry out the services they provide using reasonable skill and care in a timely way, ensuring that their staff have the training and information they need to be effective. The email from the Homeowner of 24 September 2024 is ambiguous in its terms as to whether the vent was addressed with the surveyor. That the vent needs to be resolved is clear; whether a repair had been agreed between the Homeowner and surveyor is not clear. Given that the Homeowner had spoken directly to the surveyor, it is not clear why the vent was not raised then by the Homeowner.

32. The paragraph stating that the issue with the pavement built up against the side wall needs to be resolved suggests that this matter is outstanding; however the Factor arranged for the Homeowner to speak to the surveyor to resolve outstanding matters. This had happened. It would not be unreasonable for the Factor to assume that all outstanding matters the Homeowner had been raising with the Factor had been raised by the Homeowner with the surveyor. If they had not been discussed, the Homeowner should have made this clear in their email back to the Factor. We do not consider that their email to the Factor is clear. We do not find that there has been a breach of OSP 6. We consider that the Factor carried out the services using reasonable skill and care.

OSP 11 • You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure.

33. In respect of the Homeowner's complaint in relation to OSP 11, he complains about the way in which the Property Factor dealt with his complaint in terms of their written complaint procedure. This is also dealt with under OSP5 and Section 7.
34. The Homeowner advised that he was not happy about the way he had been dealt with during the stages of the complaint process. At stage 1, they did not acknowledge his complaint. He disputed that the Property Factor had responded to him on multiple occasions. It was the Homeowner's position that the complaint he had made had set out that there were significant defects in the building survey, he had told the Property Factor about this repeatedly, the surveyor did not appear to be suitably qualified, and his complaint had not been properly dealt with.
35. In their written response, the Property Factor said its stage 1 complaints procedure is informal and is responded to by the property manager. They refer to their written statement of services. In relation to the complaint that there had been no acknowledgement at stage 2, their complaint procedure does not include concerns about contractor work. The questions raised in the complaint fell into that category. The communication remains ongoing for this issue but not as a complaint. The Factor advised that this was an ongoing major work project, and that communication between the Factor and the applicant is still ongoing; all questions have been responded to multiple times.
36. In responding to the Homeowner's complaint that emails were not responded to: That there had been no reply to the Homeowner's email of 3rd of June; the Factor advised that the response was sent on 16th June and a further response on 18th June. That there was no reply from the associate director, the Factor advised that the response was posted on the 18th of June in relation to the complaint regarding the e-mail to the Factor agreeing to meet on the 30th of July. The Factor responded that on the 9th of July they had sent emails [see productions 18 to 22].

37. They submitted that there was no breach of OSP 11. The complaint was regarding ongoing concerns about major work projects. Staff had responded and arranged for the surveyor and applicant to have a discussion to discuss concerns. They had changed the scope of work in response to discussion with the applicant. The Factor had used the services of a qualified surveyor to do the inspection report and scope of works. They had communicated with the applicant
38. DECISION: The Tribunal finds that there has been a breach of OSP 11. The written statement of services appendix one deals with communication and complaints procedure. It provides that, from time to time, customers may be dissatisfied and seek to make a complaint against the company, its employees, internal procedures or contractors carrying out common repairs instructed on the Homeowner's behalf.
39. They set out what is not covered in their complaints procedures, which includes the contents of a deed of conditions, voting mechanisms, common property decisions, social issues such as anti-social behaviour, invoice queries, and everyday matters such as reporting a repair *or concern about contractors' work*. These should be reported to your local office in the usual manner.
40. The complaint that was being made by the Homeowner was that the Property Factor had not ensured that the repairs to the vent were included within a schedule of work which was to be carried out by a contractor. The Factor advises that this was a matter directed by the surveyor of the project.
41. The written statement of services confirms that everyday matters such as reporting concerns about contractors' works should be reported to your local office in the usual manner. The Homeowner's complaint had encapsulated several matters regarding the property Factors' instruction of the building survey leading to the specification of works. It is perhaps arguable whether or not those matters are included or not included in relation to the property Factor's

complaints procedure; however, what is clear is that the Factor did not respond to the Homeowner, advising the Homeowner that they accepted this was a complaint or that this did not fall within their complaints procedure. Given that the Homeowner had made it clear he was making a stage 1, stage 2 and laterally a stage 3 complaint, it should have been confirmed to him that they were not dealing with his complaint as a complaint. If it was not being dealt with as a complaint, then the Homeowner should at least be advised that that was the position taken by the Property Factor. The Property Factor failed to advise the Homeowner that they accepted or rejected that he was making a complaint to them. We consider that this failure to advise that they were not dealing with the complaints in line with their complaints handling procedures, as they were excluded matters, was a breach of OSP 11.

Section 1: Written Statement of Services

B. Services Provided

(4) the core services that the Property Factor will provide to Homeowners. This must include the target times for taking action in response to requests from Homeowners for both routine and emergency repairs and the frequency of property visits (if part of the core service);

(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.

42. DECISION: The Tribunal finds that there is no breach under this section as the written statement of services provides a note of the services that the Factor will provide to Homeowners.

D. Communication and Consultation

(13) how Homeowners can access information, documents and policies/procedures that they may need to understand the operation of the property Factor;

(14) procedures and timescales for responding to enquiries and communications received from Homeowners in writing and by telephone (including details of the property Factor's standard working hours);

(15) the property Factor's complaints handling procedure;

(16) the property Factor's privacy notice and their registration details with the Information Commissioner's Office's Data Protection Public Register.

43. The Homeowner complains that the failure to respond to his email of 24 September 2024 is a breach of this section of the code.

44. DECISION: We do not find a breach under this section. This section of the code deals with what must be included in a written statement of services. The written statement of services includes the property Factor's communication and complaints handling procedures.

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.

45. The Homeowner complained that there had been no recommendation or solution to repair the vent by the Factor. The Homeowner stated that whilst the Factor had arranged to have the survey carried out, they only addressed the issue of the vent once he had made his complaint to the Tribunal. He does not consider that they intended to find a solution to his complaint.
46. The Property Factor advised that they had utilised the services of a qualified surveyor to carry out a report, scope the works and do a tender for the required works at the development; this was to ensure all repairs would be included. They issued the scope of works and cost to Homeowners on the 6th of January 2025.
47. DECISION: The Tribunal does not find there's been any breach of section 6.6 of the code of conduct. The issue is the vent. This was not included in the original survey. It was raised by the Homeowner. There appears to have been some misunderstanding about the location of the vent. The Property Factor listened to that and organised for the surveyor to speak direct to the Homeowner, and after the matter remained outstanding, to arrange a site visit. We consider the Property Factor put in place arrangements to ensure that the repairs were considered. Further, the way they went about organising the building survey appears to be reasonable, having instructed a qualified surveyor, obtaining a schedule of works to be carried out and then obtaining 3 quotes. Their conduct appears to be in line with the duties required of them in terms of the code of conduct.

6.12 If requested by Homeowners, a Property Factor must continue to liaise with third parties, i.e. contractors, within the limits of their 'authority to act' (see section 1.5A or 1.6A) in order to remedy the defects in any inadequate work or service that they have organised on behalf of Homeowners. If appropriate to the works concerned, the Property Factor must advise the property owners if a collateral warranty is available from any third party agent or contractor, which can be instructed by the

Property Factor on behalf of Homeowners if they agree to this. A copy of the warranty must be made available if requested by a Homeowner.

48. The Homeowner complained that the Factor did not continue to liaise with the contractor to remedy the issue of the vent. It was only resolved after he had made his complaint to the Housing and Property Chamber. He advised that the builder had resolved the matter. The surveyor had not resolved the matter.
49. The Property Factor submits that they had liaised with the surveyor on multiple occasions to answer the applicant's queries. They arranged on-site meetings and telephone calls between the applicant and surveyor. They submitted that there was no breach of section 6.12.
50. DECISION: The Tribunal does not find a breach of 6.12. It appears to the Tribunal that the Property Factor acted reasonably. They had continued to liaise with the surveyor and the building contractor regarding the question of the outstanding repairs to the vent. Whilst it has been acknowledged that there appears to be a misunderstanding as to the location of the vent, it is clear the Property Factor continued to liaise with parties to try and resolve the issue. It appears to the Tribunal that the Factor acted reasonably in trying to remedy the outstanding issue which the Homeowner had raised.

7.1 Property Factor Complaints Handling Procedure

A Property Factor must have a written complaints handling procedure. The procedure should be applied consistently and reasonably. It is a requirement of section 1 of the Code: WSS that the Property Factor must provide Homeowners with a copy of its complaints handling procedure on request.

The procedure must include:

- **The series of steps through which a complaint must pass and maximum timescales for the progression of the complaint through these steps. Good practice is to have a 2 stage complaints process.**
- **The complaints process must, at some point, require the Homeowner to make their complaint in writing.**
- **Information on how a Homeowner can make an application to the First-tier Tribunal if their complaint remains unresolved when the process has concluded.**
- **How the Property Factor will manage complaints from Homeowners against contractors or other third parties used by the Property Factor to deliver services on their behalf.**
- **Where the Property Factor provides access to alternative dispute resolution services, information on this.**

51. In respect of the Homeowner's complaint in relation to 7.1, he complains about the way in which the Property Factor dealt with his complaint in terms of their written complaint procedure. This is also dealt with under OSP5 and OSP11. He did not consider that the procedure had been applied consistently and reasonably.

52. The Homeowner advised that he was not happy about the way he had been dealt with during the stages of the complaint process. At stage 1, they did not acknowledge his complaint. He disputed that the Property Factor had responded to him. He considered that it was not escalated to more senior members of the Property Factor's organisation. It was open-ended, and he had not gotten to the end of the three-stage process.

53. At the reconvened meeting on 24 September 2026, the Factor advised that the Homeowner's complaint had not, in fact, been dealt with as a stage 1 to 3 complaint because the Homeowner had been complaining about service issues, common repair works decisions regarding communal repairs and funding invoice and payment disputes and the ongoing management of common repair projects. The Homeowner's correspondence had in fact been

treated as service inquiries, project-related correspondence, invoice disputes and challenges to common property decisions rather than formal complaints falling within the scope of the complaint procedure. The Property Factor had responded to the Homeowner's concerns throughout the period in question but had not dealt with that correspondence through the complaints process. They considered that the issues raised by the Homeowner fell outside the scope of their complaints procedure. The Property Factor accepted that they should have advised the Homeowner that they were not dealing with the matter as part of the complaints process, and she accepted that it was never explained to the Homeowner how they were treating his correspondence to them. She advised that this was a failure on their part. She said she would raise this issue with the leadership team to address this issue going forward.

54. DECISION: As noted earlier, the Tribunal considered the terms of the written statement of services. Appendix 1 does contain information in relation to how to make a complaint. The Homeowner sent emails which referred to stage 1, stage 2 and stage 3. Even if the Property Factor did not consider these to be complaints covered by their complaints procedure, the Homeowner clearly did. The Factor should have confirmed their position to the Homeowner on this point, that his correspondence was not being treated as a complaint and the reasons for this. We consider that their failure to do so meant that they were not applying their procedure consistently and reasonably. We find that the Property Factor breached this section of the code.

55. In addition, the code of conduct at 7.1 states that the complaints procedure must include; "How the Property Factor will manage complaints from Homeowners against contractors and other third parties used by the Property Factor to deliver services on their behalf". The Factor states that excluded matters listed in their complaints procedure include "concerns about a contractor's works". We consider that this is a breach of the code of conduct as it is a requirement of the code that the complaints procedure deals with such matters.

COMPLAINT RESOLUTION SOUGHT

56. The Homeowner sought two outcomes first, that the repair to the vent was included in the scope of the work; and second, stage 3 of the complaint procedure to have a single point of contact and a close-out time for the final response.

DECISION

57. The Tribunal understands that the first part of the complaint, which was brought by the Homeowner, has been addressed and the vent is now included in the scope of works.

58. In terms of the second part of the resolution sought, the issue in this case appears to have been that the Property Factor had not treated the Homeowner's complaint as a stage 1-3 complaint. We consider that this issue needs to be addressed by the Property Factor. If they do not accept that a complaint from a Homeowner is a stage 1-3 complaint, then they have to ensure that the Homeowner is advised of this. There may be times when it is not clear if a service issue is raised or a complaint is being made; but as far as is reasonable, they should advise a homeowner how they are dealing with matters raised by them. In this present case, the Homeowner had typed stage 1, 2 and 3 complaint in his emails. That he wanted to make a stage 1-3 complaint was clear. We consider that the Property Factor should have clarified with him that they were not dealing with it as a stage 1-3 complaint. We consider that the Property Factor should ensure that their staff are trained to consider correspondence from homeowners and to clarify with homeowners how they are dealing with their concerns if it appears that the homeowner wished to raise a complaint, but it is not covered by the written statement of services.

59. We also consider that section 7.1 of the Code of Conduct requires the Property Factor to include in their written statement of services how the Property Factor

will manage complaints from Homeowners against contractors or other third parties used by the Property Factor to deliver services on their behalf. We consider that, in this case, the Property Factor's written statements of services requires to be updated to confirm how they will deal with such complaints.

60. We will issue a proposed Property Factor Enforcement Order.

61. Right of Appeal

62. 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.

28 September 2026

Legal Member/Chair

Date