



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under section 17 of the Property Factors (Scotland) Act 2011 (“the 2011 Act”)

Reference number: FTS/HPC/PF/24/4653

Re: Property at Flat B5, 69 Kent Road, Glasgow, G3 7EG (“the Property”)

The Parties:

Miss Elizabeth Todd, Flat B5, 69 Kent Road, Glasgow, G3 7EG (“the Applicant”)

Newton Property Management limited, 87 Port Dundas Road, Glasgow, G4 0HF (“the Respondent”)

Tribunal Members: Ruth O’Hare, Legal Member and Carol Jones, Ordinary Member

Decision

The First-tier Tribunal for Scotland (“the Tribunal”) determined that the Respondent has failed to comply with Sections 2.1, 2.4, 2.7, 6.1, 6.4, 6.6, 6.12 and 7.1 of the Code of Conduct for Property Factors 2021.

The Tribunal therefore proposes to make a property factor enforcement order.

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 Applicant sought a determination that the Respondent had failed to comply with the Code of Conduct for Property Factors 2021 (“the Code”). In particular, the Applicant stated that the Respondent had failed to comply with sections 2.1, 2.4, 2.7, 6.1, 6.4, 6.6, 6.12 and 7.1 of the Code. The Applicant’s claim was primarily founded upon allegations of delays and mismanagement by the Respondent regarding works required to remedy damp affecting the building to which her property forms part.
2. The application was accepted and referred to a tribunal for determination. A case management discussion (“CMD”) was scheduled to take place on 25 June

2025 by teleconference. The tribunal gave notice of the CMD to the parties in accordance with Rule 17(2) of the Rules.

3. On 30 May 2025 the Tribunal received written representations from the Respondent in response to the application. The Tribunal also received further written representations from the Applicant on 24 May 2025 and 17 June 2025.

The CMD

4. The CMD took place on 25 June 2025 by teleconference. The Applicant joined the call and was accompanied by her partner as a supporter. The Respondent was represented by Ms Catherine Flanagan.
5. The tribunal discussed the alleged breaches of the Code of Conduct with the parties. Ms Flanagan confirmed that the Respondent accepted a breach of section 2.1 prior to 9 May 2024 but disputed that they were in breach of section 2.1 after that date or any other sections of the Code at any time as detailed in the application.
6. The tribunal noted the disputes between the parties and determined to refer the application to an evidential hearing as there were issues that could not be resolved at the CMD. A CMD Note and Direction were issued to parties requiring them to submit details of witnesses, documentary evidence, and legal authorities no later than fourteen days prior to the hearing.
7. A hearing was scheduled to take place on 12 December 2025. Shortly prior to the hearing, the tribunal received a request for postponement from the Respondent due to several staff members falling ill with flu. The tribunal agreed to grant the request, and the hearing was rescheduled to take place on 9 March 2026.
8. In response to the Direction the Tribunal received written representations from the Applicant on 24 November 2025, 1 March 2026 and 5 March 2026, and written representations from the Respondent on 3 March 2026.

The Hearing

9. The hearing took place on 9 March 2026 at Glasgow Tribunals Centre. The Applicant attended along with her partner, Mr. Scott Morrison. Ms. Flanagan represented the Respondent, participating in a video conference because she was unable to attend in person.
10. The tribunal had the following documents before it: -
 - (i) The application form dated 29 September 2024 and supporting documents including notice to the Respondent under section 17(3) of the 2011 Act, timeline of events, the Respondent's written statement of services, emails between the parties including the Applicant's first and second stage complaints, minutes of meetings, stonework survey, tender analysis report and management meeting action points.

- (ii) The Respondent's written representations dated 30 May 2025 including submissions in response to the application, weekly update document, timeline of events, correspondence from the Respondent to homeowners, survey reports and photographs, and minutes of meetings.
 - (iii) The Applicant's written representations dated 24 May 2025 including written submissions, emails between the parties, copy correspondence, minutes of meetings, updated timeline, photographs and screenshots of messages.
 - (iv) The Applicant's written representations dated 17 June 2025 including written submission and emails between the parties.
 - (v) The Applicant's written representations dated 24 November 2025 including a summary and timeline of events since the CMD, emails between the parties, correspondence from the Respondent to the Applicant, quotation for internal repairs, and photographs.
 - (vi) The Applicant's written representations dated 1 March 2026 including witness statement.
 - (vii) The Respondent's written representations dated 3 March 2026 including project team minutes.
 - (viii) The Applicant's written representations dated 5 March 2026 including emails between the Applicant and GCM Ltd.
11. The tribunal noted that both parties had submitted written representations after the deadline provided for in the Direction, however the representations were not particularly extensive therefore the tribunal determined to consider them.
12. The tribunal heard evidence from both the Applicant, Mr Morrison and Ms Flanagan. Both parties were given the opportunity to cross-examine the other. The following is a summary of the key elements of the evidence and not a verbatim account.
13. The Applicant spoke to the timeline of events that took place after she first reported damp in October 2022, and the delays caused by the Respondent's failure to take prompt action in response, with reference to the correspondence produced. The remedial repairs were not completed until October 2025. The Respondent had failed to keep her and other homeowners updated and there was a significant lack of communication on the issue which had to be escalated to senior management. The Applicant spoke to the lack of transparency and confusion around the planned works, and the Respondent's communications on the issue to owners which did not make clear the urgent nature of the issue. She highlighted the Respondent's failure to adequately manage the external contractors and ensure the works were properly scoped and specified. The Applicant had made formal complaints to the Respondent which were not dealt

with in accordance with the timescales set out in their complaints process. The stage 1 response had been issued the day after the stated deadline and the stage 2 response did not address the queries the Applicant had raised in her complaint. The Respondent had refused to provide the Applicant with key documents on request, including their instructions to external contractors. The Applicant referred to inconsistencies in the Respondent's approach to managing the repairs, an example being that another homeowner had received front funding for the works which was not offered to the Applicant. The Applicant spoke to the extent of the internal repairs required to her property which were significant due to the deterioration caused by the delays in carrying out the external repairs.

14. Mr Morrison spoke to the impact of the damp on the Applicant in terms of her mental health and her enjoyment of the property. He had witnessed the mould worsening over time. He had attended meetings with the Applicant and Respondent, including a meeting on 9 May 2024. He had communicated with the Respondent on the Applicant's behalf when it became too difficult for her to do so because of emotional distress. He referred to the comments he made to the property manager regarding the lack of clarity in their requests for funding and their refusal to amend the communications.
15. Ms Flanagan agreed that communication with the Applicant had been poor until the matter was escalated to a meeting with senior management which took place on 9 May 2024. She spoke to the weekly updates that had been provided to the Applicant following that meeting, of which around 90% were issued on time. She explained the Respondent's relationship with external contractors, which had been problematic in this case, however that was out with the Respondent's control. The Respondent has managed the development since 2003 and there have been significant repairs issues over that period. However there had been a lack of appetite from the owners to get work done. Ms Flanagan spoke to the actions that the Respondent had taken to address the damp and the breakdown in communication between the Respondent and the external contractor, however she was unable to detail the specific nature of the communications that had taken place as these would have been dealt with by the property manager and the Respondent's technical director.
16. Ms Flanagan accepted that some of the communications issued by the Respondent to owners in the building requesting funds for the works may not have been clear because they were automated. She explained that the works required to the Applicant's property could not be front-funded due to the cost which could not be borne by the Respondent. The Respondent had done everything they could to encourage payment from owners. Ms Flanagan explained that she was not involved in the day-to-day management of the building. Her knowledge of events had come from discussions with the property managers. She had been to the development and had attended meetings where the building was discussed. She first became fully aware of the issues with the Applicant's property when she attended the meeting on 9 May 2024. She confirmed that she would be happy to issue an apology to the Applicant for the distress the situation had caused her.

17. The tribunal invited parties to make closing submissions. The Applicant explained that she is not someone who generally complains, but her life had been significantly affected in this case. She believed this to be a systemic issue within the Respondent's organisation, pointing to recent damage that had arisen and had not yet been repaired. The progressive nature of the damp had caused significant deterioration to the condition of her property. She had to purchase a dehumidifier and faced increased heating bills. She had been robbed of a safe living environment, and her mental health had been affected. The Applicant was visibly emotional at points during her submissions. She sought an apology from the Respondent and compensation.
18. Ms Flanagan declined to make closing submissions on behalf of the Respondent.
19. Towards the end of the hearing, the Legal Member advised that she believed whilst in private practice as a solicitor she may have acted on behalf of a housing association who employed Ms Flanagan and may have taken direct instructions from Ms Flanagan. Ms Flanagan did not recall this. The Legal Member advised that she could identify no conflict as she had left that role approximately 15 years ago but wished to make a statement for the sake of transparency.

Findings in fact

20. The Applicant is the owner of the property at Flat B5, 69 Kent Road, Glasgow. The Respondent is the appointed property factor for the building to which the Applicant's property forms part. The Respondent has factored the building since 2003.
21. The Applicant's property is at basement level in the lower section of the building over two elevations.
22. On 10 October 2022 the Applicant reported damp within her property to the Respondent. On 27 October 2022 the Respondent obtained a quote from an external contractor to resolve the damp.
23. On 28 October 2022 the Respondent received a report from the owner of Flat B2, 79 Kent Road, who was also affected by damp within her basement property.
24. On 8 November 2022 the Respondent obtained an updated quote from an external contractor for an extended scope of works to the entire lower building. The external contractor advised that it would be beneficial to obtain a surveyor's report.
25. On 21 December 2022 the Respondent wrote to the owners of the building recommending a preferred contractor to carry out a stonework survey. The Respondent advised owners that it would instruct the contractor to proceed unless a majority objection was received by 30 December 2022.

26. On 4 January 2023 the Respondent instructed the contractor to proceed with the survey.
27. On 25 January 2023 the Respondent received the survey report from the contractor which recommended a detailed schedule of work and tender analysis report. The Respondent wrote to the owners on 26 January 2023 with a copy of the report.
28. On 2 February 2023 the Respondent instructed the contractor to proceed with a detailed schedule of work and tender exercise.
29. Between January 2023 and July 2023, the Respondent did not provide updates to the Applicant on progress with the work.
30. On 19 July 2023 the Respondent received the tender analysis report from the contractor.
31. On 25 August 2023 the Respondent issued the tender analysis report to owners.
32. A meeting between the owners of the building, members of the Respondent's staff and a representative from the contractor took place on 10 October 2023. The Applicant attended the meeting. The owners raised concerns that a full building survey had been produced, at greater cost to the owners, rather than a report focusing on the specific areas of damp, and much of the proposed work was therefore irrelevant. The contractor's representative advised that he would attend the building to assess the basement properties and provide recommendations for phased works for remedial stonework repairs.
33. On 14 and 15 December 2023 the contractor attended Flats B2 and B5.
34. On 21 December 2023 the Respondent received a further report from the contractor following their inspection of Flats B2 and B5.
35. On 18 January 2024 the Respondent circulated a copy of the report to the owners. The report confirmed that the cause of the damp was the external stonework. The Applicant subsequently requested a meeting with the property manager to discuss the plans to address the damp.
36. On 15 February 2024 the Applicant and the owner of Flat B2 met with the new property manager to discuss the damp. The property manager advised that they would need to seek competitive quotes based on the contractor's reports.
37. On 5 April 2024 the Applicant emailed the Respondent requesting that her complaints be escalated to senior management.

38. On 24 April 2024 the Applicant made a formal complaint to the Respondent under stage 1 of the Respondent's complaints procedure.
39. After repeated requests from the Applicant, the Respondent's technical director and Ms Flanagan met with the Applicant, the owner of Flat B2 and the Applicant's partner, Mr Morrison on 9 May 2024. The Respondent's staff admitted there had been a breakdown in their relationship with the external contractor and they would need to start the process again. The Respondent's technical director had no knowledge of the Applicant's complaint or the chronology to date. The Respondent's technical director agreed to liaise with the new contractor to clarify the scope of the survey. Following a request by the Applicant, Ms Flanagan agreed to send both her and the owner of Flat B2 a weekly update on progress with the repairs. It was agreed that updates would be sent each Wednesday.
40. The Applicant did not receive a weekly update on seven occasions.
41. On 31 May 2024 the Applicant received a response to her stage 1 complaint from the Respondent.
42. In terms of the Respondent's complaints procedure contained within their Written Statement of Services, a response to a stage 1 complaint should be issued within 7 days unless this timescale cannot be adhered to in which case the Respondent will provide a target date for a full response. At the meeting on 9 May 2024, the Applicant was advised by the Respondent that she would receive a response to her complaint within three weeks.
43. The Applicant requested sight of the communications between the Respondent and the contractor who carried out the first survey which was not provided by the Respondent.
44. On 12 June 2024 a second contractor attended the Applicant's property to carry out a survey.
45. The Respondent refunded the cost of the first survey report to the homeowners.
46. On 19 June 2024 the Applicant submitted a formal complaint under stage 2 of the Respondent's complaints procedure to the Respondent.
47. On 28 June 2024 the Respondent received the survey report from the second contractor in respect of Flats B2 and B5.
48. On 4 July 2024 the Applicant received a response to her stage 2 complaint from the Respondent's head of property management. The response did not address the specific aspects of the Applicant's complaint. The response offered to waive the next quarter's management fee in the sum of £79.08. The Applicant refused to accept the offer.

49. On 28 July 2024 the Applicant notified the Respondent of her intention to make an application to the First-tier Tribunal.
50. On 19 August 2024 the Respondent wrote to owners with a quote for the first phase of the external works, namely a scope of works and tender analysis report. The Respondent offered to contribute 25% of the costs of the work, in the sum of £23.75 per owner.
51. On 5 September 2024 the Respondent's property manager advised the Applicant by email that a scope of work and tender could be instructed for her property, pending further information regarding Flat B2.
52. On 11 September 2024 the Respondent's property manager advised the Applicant by email that the contractor would be instructed to proceed with the scope of works and tender.
53. On 18 September 2024 the Respondent instructed the contractor to proceed with the scope of work and tender.
54. On 19 November 2024 the Respondent received the tenders from the contractor.
55. A meeting of the owners and the Respondent was due to take place on 18 December 2024. The Respondent cancelled the meeting, stating that the contractor was unable to attend. The Respondent's property manager advised the Applicant that they would confirm the rescheduled date for the meeting by 23 December 2024. The Applicant received confirmation of the rescheduled date from the Respondent on 31 December 2024.
56. The owners meeting took place on 8 January 2025. The owners were given notice of the meeting on 3 January 2025. 7 out of 20 owners attended, including the Applicant. The Applicant was advised at the meeting that the work required to the other affected property would be front funded by the Respondent, but that it was not possible to do the same for her property.
57. The Respondent emailed a recording of the meeting to the owners of the development as a WeTransfer link within a PDF attachment. The link expired after 7 days. The Applicant asked the Respondent's property manager to resend the recording of the meeting to the owners. There is no evidence that the Respondent did so.
58. On 27 January 2025 the Respondent wrote to owners by email requesting funds for the remedial work required to the Applicant's property. The letter was sent as a pdf to an email. The email did not sufficiently highlight the request for funding, nor the nature of the works.
59. On 13 February 2025 the Respondent advised the Applicant in the weekly update that a second letter requesting funds had been sent to owners.

60. On 20 February 2025 the Respondent sent a second letter to owners requesting funds for the remedial works. The letter was sent as a pdf to an email. The email did not highlight the request for funding, nor the nature of the works.
61. On 24 February 2025 the Applicant emailed other owners in the building to explain how the damp was affecting her and to stress the need for the work to be completed.
62. On 27 February 2025 the Applicant delivered a letter to owners explaining the context within which the funds were being sought.
63. At the beginning of March, the Respondent sent a further reminder to owners requesting funds for the work.
64. On 13 March 2025 the Applicant sent a message to the WhatsApp group for the owners of the building encouraging owners to pay funds. Some owners expressed confusion and frustration to the Applicant regarding a lack of clarity around the Respondent's communications.
65. On 17 March 2025, the Applicant's partner, Mr Morrison, spoke with the Respondent's property manager to highlight the confusion expressed by other owners. Mr Morrison followed up with an email in which he made suggestions to improve the clarity of the Respondent's communications on the fundings for the remedial works.
66. On 25 March 2025 the Applicant held a meeting with some of the other owners in the building to discuss the necessity of the remedial works and request for funding.
67. On 27 March 2025 the Respondent's property manager responded to Mr Morrison advising that they could not make the suggested amendments to their communications.
68. On 1 April 2025 the Applicant met with the Respondent's property manager, Ms Flanagan, the owner of Flat B2 and Mr Morrison to discuss progress with the works.
69. On 10 April 2025 the Respondent sent a further reminder to the owners requesting funds for the works.
70. By 15 May 2025, the Respondent had received sufficient funds to allow the works to proceed, with assistance from the Glasgow City Council "Missing Shares" scheme.
71. On 17 July 2025 the contractor commenced the external remedial works to the building. The works were completed on or around 22 August 2025.

72. The internal works to the Applicant's property were completed in October 2025.
73. Between October 2022 and October 2025 there was a substantial volume of email and other communication between the parties in relation to the damp affecting the Applicant's property. There were periods during which the Applicant had to chase the Respondent for updates on the remedial works. There were repeated occasions when the Respondent failed to provide clear, consistent and timely responses to the Applicant's queries.
74. Between October 2022 and October 2025 there were five different property managers for the building.
75. The condition of the Applicant's property deteriorated significantly due to the delays in carrying out the external repairs. The damp within the Applicant's property was caused by defects in the external stonework.
76. The Respondent did not always provide the Applicant with access to the information she required to understand their operations, what to expect and whether the Respondent had met their obligations.
77. The Respondent did not always make information available to the Applicant on request.
78. The Respondent did not always deal with the Applicant's enquiries and complaints as quickly and fully as possible.
79. The Respondent did not help prevent further damage or deterioration to the Applicant's property by seeking to make prompt repairs to a good standard.
80. The Respondent did not always keep the Applicant informed of the progress of the remedial works to address the damp.
81. The Respondent did not sufficiently liaise with the contractor who carried out the first survey report to address the defects in the report to a reasonable standard.
82. The Respondent did not apply their complaints procedure reasonably in dealing with the Applicant's stage 2 complaint.

Reasons for decision

83. The tribunal considered carefully all the documents submitted by the parties, whether referenced in this decision or not, the oral evidence and the submissions from the parties in reaching its decision on the application.
84. It should be said that the tribunal found the Applicant's evidence to be particularly compelling in this case. It was clear from her presentation during the hearing that she had been greatly affected by the delays in addressing the damp within her property. She was clear and consistent in her evidence

throughout the hearing, and the tribunal found her to be wholly credible, as reflected in its findings in fact.

85. Ms Flanagan was the Respondent's only witness. She had only latterly become involved in the matter as the Respondent's customer relations manager and as such she was unable to speak to much of the details of what had transpired between the parties. The tribunal noted that she had not had direct involvement in the day-to-day management of the building and as such the tribunal found her evidence to be less persuasive.
86. For the avoidance of doubt, the tribunal was restricted to consideration of the damp issues which were the subject of the application. Whilst the Applicant had referred to recent repairs that had arisen and what she perceives to be the same pattern of Code breaches as in this case, the tribunal could not consider these matters as part of the present application.
87. The tribunal considered the relevant provisions of the 2011 Act.
88. 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 Respondent meets the definition of a property factor, having confirmed that they are a registered property factor. The Respondent did not dispute this.
89. Section 17(2) of the 2011 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 Applicant that she had notified the Respondent of her complaint prior to making this application. Again, the Respondent did not seek to dispute this.
90. The tribunal went on to consider the sections of the Code which the Respondent is alleged to have breached.

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.

91. The Respondent does not dispute they were in breach of section 2.1 up until the meeting between the parties on 9 May 2024 in terms of the failure to provide the Applicant with information regarding the repairs. In terms of what happened thereafter, the tribunal accepted that the Respondent had generally adhered to the weekly updates to the Applicant that they committed to at the meeting. However, the Applicant's timeline highlights examples where she continued to seek information from the Respondent's property managers and

did not receive a satisfactory response. There was no evidence from the property managers to counter this. The tribunal agreed with the Applicant that the rotation of property managers had clearly compounded the issue, with new managers coming in who did not have full knowledge of the circumstances of the damp affecting the Applicant's property. The tribunal also found the Respondent's approach to ingathering funds to be wholly unsatisfactory in terms of the lack of clarity in their communications as to what the funds were specifically required for which would likely have hindered the process. They appeared to adopt a rigid position when Mr Morrison suggested how this could be improved, and the Applicant herself had to go to great lengths to communicate the issues to the owners due to the lack of clear information from the Respondent. The tribunal therefore found the Respondent to be in breach of section 2.1 of the Code.

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.

92. The tribunal accepted that the Applicant had requested documents from the Respondent which they had either refused, or delayed, in providing, such as the instructions to the contractor who carried out the first survey and the communications that had followed thereafter. There appears to be no reasonable explanation as to why this information could not be provided by the Respondent. It was not, in the view of the tribunal, information that could be considered commercially sensitive and it was a reasonable request from the Applicant, given her concerns about the comments from the contractor at the meeting on 10 October 2023. She was entitled to information that she needed to understand whether the Respondents were meeting their obligations in progressing the repairs. The tribunal therefore found the Respondent to be in breach of section 2.4.

Section 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.

93. The Respondent's written statement of services states their aim to respond to phone calls by the following working day, emails within five working days and letters within 21 days. The tribunal found, based on the Applicant's timeline, that there had been occasions where those deadlines were missed and calls weren't returned. Again, there was no oral evidence from the property manager to contradict the Applicant's evidence. The tribunal therefore found the Respondent in breach of section 2.7 of the Code.

6.1 - This section of the Code covers the use of both in-house staff and external contractors by property factors. While it is homeowners' responsibility, and good practice, to keep their property well maintained, a property factor can help

to prevent further damage or deterioration by seeking to make prompt repairs to a good standard.

94. The Respondent had set out the steps they had taken to address the damp since it was first reported by the Applicant in 2022. They referred to historic issues which pre-dated the Applicant's ownership, citing a lack of appetite from owners to progress repairs to the stonework of the building. The tribunal gave little weight to this. Once they became aware of the damp within the Applicant's property, and the property at Flat 2B, they had a duty in terms of this section of the Code to progress the required repairs promptly, and to a good standard. It was not satisfactorily explained by the Respondent why it had taken three years for the works to be completed, and what discussions had taken place with external contractors over that period. Whilst the Respondent had repeatedly stated that these were circumstances out with their control, they had not properly evidenced what actions they had taken, what communications had taken place with the contractors, and why such lengthy delays had arisen during the process. It was the view of the tribunal that the Respondent has failed to demonstrate that they were efficiently managing the external contractors and that sufficient priority was given to this particular issue. The tribunal accepted based on the Applicant's evidence, which included photographs of the property and an opinion from an external contractor, that the delays in carrying out the repairs led to a deterioration in the condition of her property. Accordingly, the tribunal determined that the Respondent had not helped to prevent further damage or deterioration by seeking to make prompt repairs to a good standard and found the Respondent in breach of Section 6.1 of the Code.

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.

95. The tribunal was satisfied based on the evidence before it that the Respondent had failed to arrange inspections and repairs within an appropriate timescale insofar as the damp affecting the Applicant's property and had failed to keep the Applicant informed and updated as to the progress of the repair works and reasons for delays. The Respondent had conceded the length of time it had taken for the repairs to be completed but had failed to demonstrate that this was wholly due to circumstances out with their control. The Respondent had also accepted the failures in communication with the Applicant which pre-dated the meeting on 9 May 2024, which included a period of 6 months between January and July 2023, during which no updates were provided to the Respondent. The tribunal therefore found the Respondent in breach of this section of the Code.

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.

96. The tribunal was not satisfied on the balance of probabilities that the Respondent has proper arrangements in place to ensure that a range of options on repair are considered based on how they dealt with the matters in this case. There appeared to have been a great deal of confusion and uncertainty as to what exactly the first contractors were being appointed to do, which subsequently led to delays and reassessment of the scope of the work required. It is not evident that a range of options were considered at that stage, as the tribunal would have expected, such as whether the full building should be surveyed, or whether any survey should be limited to the properties affected. The tribunal therefore determined that the Respondent had failed to demonstrate they have adequate arrangements in place and as such found them in breach of section 6.6 of the Code.

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.

97. With reference to the matters referred to in respect of section 6.1, above, the tribunal considered that the Respondent was also in breach of Section 6.12 of the Code in that they had failed to demonstrate the extent to which they had liaised with the contractor following the issues that had arisen with the first survey which was evidently not fit for purpose.

7.1 - 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.

98. The tribunal considered the Respondent's handling of the Applicant's stage 1 and stage 2 complaints. In terms of the delay in issuing the stage 1 response, the tribunal considered this to be nominal, being only one day after the agreed timescale, and found this insufficient to amount to a breach of the Code. However, regarding the stage 2 response, the tribunal found this to be wholly unsatisfactory. The tribunal would have expected a more comprehensive response addressing the specific issues raised by the Applicant in her complaint. The shortness of the response suggests a lack of any real investigation into the Applicant's concerns, and the tribunal took the view that the complaint was not dealt with reasonably. The tribunal therefore found the Respondent in breach of section 7.1 of the Code.
99. The tribunal accordingly found the Respondent in breach of sections 2.1, 2.4, 2.7, 6.1, 6.4, 6.6, 6.12 and 7.1 of the Code for the above reasons.
100. The tribunal went on to consider whether to make a property factor enforcement order under section 19(1) of the 2011 Act which is at the discretion of the tribunal.

Proposed Property Factor Enforcement Order ("PFEO")

101. The Applicant states in her application that she is seeking an apology from the Respondent, compensation and a refund of her management fees.
102. The tribunal noted that Ms Flanagan had stated during the hearing that the Respondent would be willing to issue an apology to the Applicant, which the tribunal considers to be an appropriate remedy in this case.
103. The tribunal considered the request for compensation and a refund of the management fees. Regarding the latter, the tribunal cannot determine whether charges levelled by a factor are due. The tribunal has no jurisdiction to adjudicate on commercial liability for factoring charges and is therefore unable to require a refund of management fees as part of a proposed PFEO.
104. The tribunal can however award compensation where it finds a factor in breach of the Code. The tribunal considered that a high award is justified in this case. The ongoing damp in the property has clearly had a significant impact on the Applicant, as reflected in her evidence and submissions at the hearing. It has significantly impacted her enjoyment of the property. She has been put to the inconvenience and stress of constantly chasing the Respondent for updates over the course of a three year period. Furthermore, the tribunal accepted that had the repairs been carried out at an earlier stage, it would have prevented further deterioration in the condition of the Applicant's property. The tribunal noted that the Respondent had offered the Applicant a payment of £79.08 to resolve her stage 2 complaint. The tribunal was in agreement with the Applicant that this was wholly inadequate, given the background circumstances. The tribunal considered that a financial award of £1500 was appropriate here to compensate the Applicant for the time and effort she has spent to resolve the

issues, the inconvenience, anxiety and stress, and the prolonged length of time during which she was unable to have proper enjoyment of her home, all of which she has experienced as a direct consequence of the Respondent's breaches of the Code.

105. Section 19(2)(a) of the Property Factors (Scotland) Act 2011 requires the tribunal to give notice of any proposed Property Factor Enforcement Order to the Respondent and allow parties an opportunity to make representations to the tribunal.
106. The tribunal therefore proposes to make a PFEO dealing with the apology and the above compensation award. The terms of the proposed PFEO are set out in the attached notice under section 19(2)(a) of the 2011 Act.

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.



Ruth O'Hare Legal Member

26 May 2026

Housing and Property Chamber
First-tier Tribunal for Scotland



Notice of Proposal of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 19(2)(a) of the Property Factors (Scotland) Act 2011 ("the 2011 Act")

Reference number: FTS/HPC/PF/24/4653

Re: Property at Flat B5, 69 Kent Road, Glasgow, G3 7EG ("the Property")

The Parties:

Miss Elizabeth Todd, Flat B5, 69 Kent Road, Glasgow, G3 7EG ("the Applicant")

Newton Property Management limited, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Tribunal Members: Ruth O'Hare, Legal Member and Carol Jones, Ordinary Member

NOTICE TO THE PARTIES

This document should be read in conjunction with the First-tier Tribunal's decision of the same date.

The First-tier Tribunal proposes to make the following Property Factor Enforcement Order ("PFEO"):

"(1) In respect of its breaches of the Code, and the stress and inconvenience caused to the Applicant, the Respondent must pay to the Applicant the sum of £1500 from its own funds into the Applicant's bank account within 28 days of intimation of the final PFEO. For the avoidance of doubt, the sum should be paid in full to the Applicant and not offset against any outstanding factoring charges

(2) That the Respondent must provide the Applicant with a formal written apology in respect of its breaches of the Code, within 28 days of intimation of the final PFEO.

Section 19 of the 2011 Act provides as follows:

"(2) In any case where the First-tier Tribunal proposes to make a property factor

enforcement order, it must before doing so— (a)give notice of the proposal to the property factor, and (b)allow the parties an opportunity to make representations to it.

(3) If the First-tier Tribunal is satisfied, after taking account of any representations made under subsection (2)(b), that the property factor has failed to carry out the property factor's duties or, as the case may be, to comply with the section 14 duty, the First-tier Tribunal must make a property factor enforcement order."

The intimation of the First-tier Tribunal's Decision and this proposed PFEO to the parties should be taken as notice for the purposes of section 19(2)(a) and parties are hereby given notice that they should ensure that any written representations which they wish to make under section 19(2)(b) reach the First-tier Tribunal by no later than 14 days after the date that the Decision and this proposed PFEO is sent to them by the First-tier Tribunal. If no representations are received within that timescale, then the First-tier Tribunal is likely to proceed to make a property factor enforcement order without seeking further representations from the parties.

Failure to comply with a PFEO may have serious consequences and constitute an offence.

Ruth O'Hare Legal Member

26 May 2026