



Decision of the Home Owner Housing Committee issued under the Home Owner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012

HOHP Ref: HOHP/PF/14/0059

The Parties

Ms Anne-Maree Dean, residing at 20 Orchard Street, Aberdeen, AB24 3DL (“the applicant”)

and

Watt and Co Property Management Ltd, a company incorporated under the Companies Act and having a place of business at 227 Rosemount Place, Aberdeen, AB25 2XS (“the respondent”)

Decision by the Home Owner Housing Panel in an application under Section 16 of the Property Factors (Scotland) Act 2011

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the respondent has:

- (a) complied with the property factor’s duties created by Section 17 of the Property Factors (Scotland) Act 2011 (“the 2011 Act”), and
- (b) complied with the code of conduct, as required by Section 14 of the 2011 Act,

determined that the respondent has breached sections 1, 2 and 7 of the code of conduct for properties factors & the respondent failed to carry out the property factor’s duties, however, in the particular circumstances of this case, the committee finds that there is no need for a Property Factor Enforcement Order.

Committee Members

Paul Doyle	Chairperson
Angus Anderson	Surveyor Member
Mike Scott	Housing Member

- 1 By application dated 7 April 2014, the applicant asked the Home Owner Housing Panel to decide whether or not the respondent had failed to

comply with the property factor's duties in terms of the 2011 Act and also fail to adhere to the code of conduct imposed by Section 14 of the 2011 Act.

- 2 The application by the applicant stated that the applicant considered the respondent has failed to comply with Sections 1.1(a), (b), (c) and (d), Sections 2.1 and 2.5, Section 3, Sections 6.1 and 6.4, Sections 7.1 and 7.2 of the code of conduct, and that the respondent failed to comply with the property factor's duties because of the manner in which the respondent instructed roofing works to the larger building of which the applicant's property forms part.
- 3 By minute of decision by the president of the Home Owner Housing Panel dated 19 January 2015, the application (formed of the documents lodged by the applicant in the period from 15 April 2014 to 15 January 2015) was referred to a Home Owner Housing Committee.
- 4 Following notice of referral to a Home Owner Housing Committee, the applicant provided further information in e-mails dated 2, 3, 13 and 21 February 2015 and made written representations dated 13 February 2015. The respondent made written representations dated 12 February 2015.
- 5 A hearing was held at the Credo Centre, 14-20 John Street, Aberdeen on 22 April 2015. All parties were timeously notified of the time, date and place of the hearing. The applicant was present (and was unrepresented). The respondent was represented by their director, Ross Watt, and was represented by their solicitor, Mr G McCallum.
- 6 The applicant answered questions from committee members and adopted the terms of a 13 page written submission which accompanied the application dated 7 April 2014 together with the applicant's written representations (2 pages) dated 13 February 2015. The applicant then answered questions from the respondent's solicitors. We then heard evidence from Mr Watt who answered questions from committee members. The committee then reserved their determination.

Findings in Fact

- 7 The committee finds the following facts to be established:
 - (a) Between 2007 and February 2015, the applicant was the owner of the east-most first floor flat at 20 Orchard Street, Aberdeen (title number ABN45052). 20 Orchard Street is a building containing six flatted dwellinghouses located on three floors (ground, first and second) each entering from a common passage and stair.

- (b) In or about July 2012, two of the applicant's neighbouring proprietors instructed building works on the roof of the larger property of which the applicant's property formed part. The applicant was not happy with the quality of work that was carried out. She spoke to the other proprietors of the flats entering from the common passage and stair at 20 Orchard Street aforesaid. None of them were interested in investigating the works that had been carried out nor in carrying out any remedial works.
- (c) In or about October 2012, the applicant became concerned about water ingress in her own property. In May 2013, the applicant contacted Messrs DM Hall Surveyors with a view to obtaining a building survey over the communal roof. One of the applicant's neighbours suggested that a property factor be appointed to manage any necessary repairs and, in July 2013, the respondent was appointed as property factor.
- (d) In August 2013, Messrs DM Hall prepared a report following inspection of the roof of the property. That report is one of the documents produced by the applicant in support of her application. The report suggested that certain works be carried out on the roof. At Section 4.4 of the report (on page 9 of the report) the author of the report recommended remedial works to gutters, and was critical of the installation of gutters carried out in July 2012. The report was distributed amongst her neighbours on the common passage and stair of 20 Orchard Street aforesaid.
- (e) The applicant discussed water ingress affecting her property with the author of the DM Hall survey report. On 9th September the surveyor replied by email suggesting the problem was caused by a problem with the gutter and adjacent overflow at the rear of the building. She then passed the surveyor's comments to the respondent by email on 26th September and again on 7th October.
- (f) The respondent sent copies of the DM Hall survey report of August 2013 with an invitation to provide a quote for the costs of carrying out the repairs. The respondent invited contractors to provide estimates for the costs of repairs by 4 October 2013.
- (g) By December 2013, the respondent had received three quotations for the cost of the works. On 11 December 2013, the respondent circulated those quotations amongst all of the proprietors of the flatted dwellinghouses at 20 Orchard Street, Aberdeen, asking the proprietors to nominate a preferred contractor by 7 January 2014.

- (h) The applicant was concerned that none of the quotes provided detailed specification addressing exactly the observations of the author of the DM Hall survey report of August 2013. On 5 January 2014, the applicant sent an e-mail to the respondent, detailing her concerns about the estimates which had been obtained. On 22 January 2014, the respondent replied to the applicant's e-mail of 5 January 2014, stating that one of the contractors would be asked to address the applicant's concerns and that all of the contractors had been issued with a copy of the surveyor's report. On 26 January 2014, the applicant acknowledged the respondent's e-mail and asked "*I take it you will also ask them to reroute the overflow pipe as recommended in the survey...*"
- (i) On 2 March 2014, the applicant e-mailed the respondent, stating "*I am still awaiting your response to the e-mail I sent a month ago*". On 6 March 2014, a property manager within the respondent's company e-mailed the applicant, acknowledging receipt of her e-mail. On 7 March 2014, the respondent's property manager e-mailed the applicant stating "*I have been in contact with AB Roofing, D & D Slating and Puffin to amend their quotations to include the gutters, downpipes and window. I have been chasing the amended quotations today and hope to have them early next week...*" On 8 March 2014, the applicant e-mailed Ross Watt, managing director of the respondents, stating that on two occasions, she had to wait at least a month for a reply to her questions and that six months have passed since the DM Hall survey had been obtained and stating *inter alia* "*this is a deeply unsatisfactory service, and this is the reason I am escalating my complaint to you*". 17 minutes later, the applicant received an e-mail from the respondent's property manager, acknowledging receipt of her e-mail and stating "*I would like to apologise if you feel that my response was not satisfactory. I have contacted all three contractors to expand their quotations because we have received votes from owners for D & D and Puffin and in the interest of fairness to those owners who have voted for Puffin, I would like to have all quotations amended...*"
- (j) On 11 March 2014, the managing director of the respondent company e-mailed the applicant, stating that her complaint had been passed to the respondent's complaints administrator who would respond by the end of that week. The complaints administrator/business development manager sent emails to the applicant on 12 March and 9 April requesting details of the complaint but there is no evidence of a response.

- (k) On 17 March 2014, the respondent wrote to all of the proprietors of 20 Orchard Street, Aberdeen, providing a breakdown of the amended quotations which had been received and explaining that a fourth amended quotation had not been received. On 1 April 2014, the respondent wrote to the proprietors of 20 Orchard Street, Aberdeen, confirming that "Puffin Services" had been selected by four of the proprietors as the desired contractor for the proposed roof works.
- (l) On 31 March 2014, the applicant e-mailed the respondent. She started her e-mail with the sentence "*Once again, I am complaining*". The applicant was concerned that she had only been allowed one week to consider revised quotations for the works to be carried out. The applicant made it clear that the majority of her co-proprietors wanted to appoint one contractor (Puffin) whereas she wanted to accept the quotation from another contractor (D & D). The applicant stated "*I am not willing to pay for work in advance...I want to see that the work has been done in accordance with the surveyor's recommendations and to a satisfactory standard before making payment.*"
- (m) On 1 April 2014, the respondent e-mailed the applicant noting her dissatisfaction and stating *inter alia* "*we have received four votes in favour of Puffin Slating which constitutes a simple majority and therefore a scheme division. Your vote does of course count but is the only one received for D & D Slating*"
- (n) On the evening of 7 April 2014, the applicant e-mailed the respondent indicating an intention to refer her concerns to the Home Owner Housing Panel and asking the respondent for a copy of the respondent's complaints procedure.
- (o) Until at least April 2014, there was a difference in the detail of the respondent's complaints procedure set out in their statement of services and separately, in their terms and conditions of appointment. When the applicant drew the conflicting statements of complaints procedure to the respondent, the respondent changed the wording of the documents to ensure the same complaints procedure was set out in each of their documents. The respondent wrote to the applicant on 19 June 2014, apologising for the discrepancy.
- (p) The applicant wrote to the respondent formally complaining on 12 May 2014, the letter was in terms of the application to the HOHP dated 7 April 2014. The respondent answered the formal complaint by way of a letter dated 16 May 2014. The applicant wrote to the

HOHP on 21 May 2014 intimating that she did not accept the response as addressing the complaints and expressing her disappointment that the repairs were still outstanding.

- (q) The respondent wrote to the applicant on 19 June stating *inter-alia* that they propose to continue with the selected contractor and would ensure the overflow pipe would be re-routed, sarking repairs would be attended to as necessary, leadwork at the ridge would be included, the gutters would be repaired and the contractor would be asked to revise the quote to include necessary chimney pot works with additional costs coming from the maintenance budget. The applicant responded by letter on 29 June rejecting the proposal, with further detailed explanation.
- (r) A downpipe on the outside and to the front of the building was loose between July 2013 and June 2014. In June 2014, when it was clear that common repairs to the roof and gutters would not soon be instructed, the respondent instructed the necessary repair to the downpipe.
- (s) On 4 July 2014 the respondent wrote to the applicant stating that in light of her concerns, they would be appointing a firm of architects (Cumming and Co) to manage the roof repairs and had furnished them with a copy of the DM Hall report of August 2013. On 31 July 2014, the respondent wrote to all of the proprietors of 20 Orchard Street, stating that a scope of works document prepared by the architects had been circulated to all prospective contractors.
- (t) Within the respondent's written submission, the architect confirmed by letter dated 4 February 2015 that they were appointed in August 2014 and sent the scope of works to five contractors on 4 September 2014 and that only one quote had been received by 1 October 2014. A further three contractors had been approached for quotations on 28 January 2015.
- (u) Since 27 March 2014, the respondent has had a mandate from a majority of proprietors to instruct Puffin Slating to carry out roofing repairs. Five out of six proprietors had placed funds with the respondent by 30 April 2014. The only proprietor who did not pay an equal share of the cost of works was the applicant. Because the respondent was not fully in funds, works were not instructed. The works have not yet been carried out.
- (v) In or about October 2014, the applicant marketed her property for sale. In preparation for the sale of her property, a single survey report was prepared by Messrs DM Hall. That simple survey report

contains no adverse comments and does not refer to either water ingress or damp penetration in the property previously owned by the applicant.

- (w) The applicant successfully sold her property on 20 February 2015. £1,125 was retained from the sale proceeds by the solicitors for the purchaser to take account of a share of costs of potential roof repairs at 20 Orchard Street.

Reasons for Decision

- 8 (a) The hearing in this case took place on the morning of 22 April 2015. It was a brief hearing because parties agreed that the detail of the case had already been reduced to writing and was before the committee in the significant amount of documentary evidence produced. After committee members were introduced to parties and the procedure explained, committee members spoke to Ms Dean who adopted the terms of her 13 page type-written submission which accompanied the application dated 7 April 2014. Ms Dean referred committee members to her written representations (2 pages) dated 13 February 2015. Ms Dean then answered questions put to her by the solicitor for the respondent. The committee then heard from Mr Watt (on behalf of the respondent) who adopted the terms of the written response dated 9 February 2015. Committee members then asked Ms Dean if she wanted to ask questions of Mr Watt. Ms Dean produced a letter from the solicitor she engaged to sell her property which contained a state for settlement following the sale of her property together with a further e-mail exchange as evidence that funds had been retained from the net free proceeds of sale of her property to pay for the share of roof repairs attributable to the flat that she had sold.
- (b) The hearing lasted less than half an hour. After the parties had left, committee members remained at the hearing venue for hours, considering the documentary evidence and discussing what was contained there. It is on the basis of a combination of the documentary evidence and the oral evidence led before the committee, that the committee makes the findings in facts set out at Paragraph 7 above.
- (c) In reality, there is no great dispute about the facts of this case. The source of the dispute between the parties is a roof repair which was carried out before the respondent was appointed as factor. The applicant could see fault in the works that were carried out and instructed her own survey (DM Hall, August 2013). The applicant places unquestioning reliance on DM Hall's report of August 2013 and, as a dispute developed between the applicant and the respondent, the applicant became convinced that a more comprehensive scheme of works was required than any of her neighbouring proprietors were prepared to sign up to. Even

though the source of the dispute between the parties can be traced back to August 2013, at the date of hearing - 20 months later - the roof repairs have not been carried out.

(d) The specific detail of the applicant's complaint is set out between pages 7 and 10 of the written submission attached to her application. The applicant complains that the respondent breached Sections 1, 2 and 7 of the code of conduct because they failed to follow their own statement of services in relation to communication and complaints.

(e) Section 1 of the code of conduct requires the respondent to provide each homeowner with a written statement of services. Section 7 of the code of conduct relates to complaints resolution and requires the respondent to provide the appellant with a copy of the respondent's in-house complaints procedure.

(f) In this case, it is not disputed that the respondent provided the applicant with a written statement of services. What has gone wrong is that the written statement of services sets out a complaints procedure which is different to two other key documents provided by the respondent to the applicant. The complaints procedure set out in the written statement of services departs from the complaints procedure set out in the respondent's terms and conditions and departs from the complaints procedure set out in their own (separate) document detailing their complaints procedure. It was not until after the applicant had made more than one attempt to explain to the respondent that she was not entering into correspondence any longer but was making a complaint that the respondent realised that they had given conflicting accounts of the mechanism for making complaints. When the respondent realised their mistake, they issued a document consolidating their complaints procedure. Their action in remedying the disparity in the different versions of the complaints procedure was a correct response, but in reality, by that time they had breached sections 1 & 7.1 of the code of conduct. The committee could not find evidence of a failure in respect of section 7.2 of the code. Communication was poor and there were conflicting versions of the complaints procedure, but once the respondent corrected their errors the complaints procedure was followed and the applicant was directed to the HOHP.

(g) Whilst the respondent acted correctly in identifying and correcting their error, the committee finds that their communication with the applicant was poor. On a number of occasions, there was a delay in responding to e-mails. The documentary evidence demonstrates to the committee that there was a brief period when the applicant's dissatisfaction must have spilled over to frustration because the respondent had attempted to take a pedantic argument about what constituted a complaint. The respondent's

action leaves the respondent open to criticism. The committee finds that at the start of the respondent's complaint, the respondent was in breach of the code of conduct because of the conflict in the written statement of services; however the committee also finds that at an early stage (and before the application was made to the Home Owner Housing Panel) the respondent rectified the error by issuing a consolidated version of the complaints procedure. Whilst the committee finds that there is merit in the applicant's complaint, the committee also finds that the respondent corrected their error - so that there is no need for a property factor enforcement order in relation to the historic breach of Sections 1 & 7 of the code of conduct.

(h) The chronology set out in paragraph 7 above indicates that the applicant received a report from DM Hall in August 2013 and discussed that report with the author of the report and with her neighbours. By December 2013, three quotes for the cost of works had been received. The plan was to nominate a preferred contractor by 7 January 2014. To that date; there had been no unreasonable delay in communicating with home owners and contractors leading to progress towards having the repairs carried out and the applicant had not raised a complaint at this time.

(i) It was only on 2 March 2014 that the applicant complained that she was awaiting a response "*...to the email I sent a month ago*". She received an acknowledgement within four days and a response one day later. There were times in the period of correspondence throughout March and April 2014 when she was responded to within minutes. It was on 12 May 2014 that the applicant wrote to the respondent making a formal complaint. That complaint was answered by letter dated 16 May 2014.

(j) Section 2.5 of the code of conduct requires response to enquiries and complaints "*...within prompt timescales*" and for response times to "*...be confirmed in the written statement*". The weight of reliable evidence placed before us indicates that the bulk of the numerous applicant's enquiries and complaints were responded to within prompt timescales and those timescales are confirmed in the written statement. There is no breach of Section 2.5 of the code of conduct.

(k) The applicant complains that the respondent provided false and misleading information and so is in breach of Section 2.1 of the code of conduct. The focus of the applicant's complaint relates to the period in early 2014 when the respondent was seeking quotations for roof repairs. The applicant was concerned that there was inadequate specification of works contained in each of the quotations and that the proposed works did not encompass every recommendation set out in DM Hall's report of August 2013. Most specifically, the applicant focuses on a letter of 17

March 2014 from the respondent. The committee consider carefully the terms of that letter; the committee consider each strand of evidence and cannot find that there is anything contained within that letter - nor within the correspondence produced before the committee discussing the quotations for works at the start of 2014 - which is either false or misleading.

(l) However, the committee also has the exchange of correspondence in relation to the appointment of an architect to supervise the works. In an exchange of e-mails in July 2014, the respondent states that they have appointed an architect to prepare a scope of works document. The respondent produces a letter from Cumming and Company (Architects) dated 4 February 2015 - which is one of the documents which found in the annex to the respondent's response to the submission adopted by Mr Watt as his evidence at the hearing before the committee. Cumming and Company are the architects instructed by the respondent to prepare the scope of works document. The weight of unchallenged evidence is that the respondent, realising the extent of the applicant's dissatisfaction and having failed to reach a point where roofing works could be instructed, responsibly instructed architects to attempt to make progress with a common repairs scheme. The problem for the respondent is that on 31 July 2014, the respondent specifically told the applicant that the architects had been instructed. The architects, in their letter of 4 February 2015 confirm that they have been instructed but explain that there were not instructed until August 2014. The difference between the respondent's account (that within the month of July, the architects had been instructed) and the architects' account (that they did not receive initial instructions until into the month of August 2014) can only lead the committee to the conclusion that false and misleading information had been passed to the applicant. In that sole respect, the committee finds that the respondent breaches Section 2.1 of the code of conduct.

(m) Section 3 of the code of conduct relates to financial obligations. The applicant complains that she (and her co-proprietors) was charged twice for two initial cleans by a cleaning company when only one initial clean took place; the applicant explains that she was not satisfied with that initial clean. The applicant complained to the respondent and, on 16 July 2014, the applicant was refunded. The committee takes the view that the respondent has not failed in their obligations in terms of Section 3 of the code of conduct. The committee find that the overcharging was an error which was corrected by a refund. It was not a deliberate act and was remedied timeously. Viewed realistically, the relationship between the applicant and the respondent has broken down significantly. The applicant has no confidence in the services of the respondent. The history of an incorrect charge being made and necessitating a request for a refund is little more than an adminicle of evidence of the applicant's dissatisfaction.

(n) The applicant complains that Section 6 of the code of conduct is breached. Section 6 of the code of conduct relates to the carrying out of repairs and maintenance. The applicant starts her complaint with the sentence "*I have reported common repairs and areas of concern. These have not been acted on.*" and goes on to discuss a dissatisfaction with the quotations obtained for roof repairs. The weight of evidence indicates that the respondent has not failed to carry out common repairs. The difficulty is that in a stair with six proprietors, only one proprietor (the applicant) wanted all of the repairs specified in DM Hall's report of August 2013 to be explicitly detailed in the quote to be certain that they would be included in the cost and carried out. The reality is that the applicant was out-voted, and, because the applicant was not prepared to accept the will of her co-proprietors, the works were not carried out. It is not true that the respondent refused to carry out works or that the respondent ignored a requirement for works. The weight of evidence indicates that the respondent sought quotations for the roof repairs, that the respondent sought amendments to those quotations and that the respondent attempted to mediate between proprietors with differing views.

(o) The applicant focuses on Section 6.1 - requiring estimates of timescales for completion - and Section 6.4 - relating to a planned programme of cyclical maintenance - of the code of conduct. The committee find that there is no merit in the application insofar as it relates to Section 6.1 and 6.4 of the code of conduct. It was impossible for the respondent to give a timescale for the works because the works were not commissioned. One of the reasons that the works were not commissioned was because the applicant was the only proprietor who refused to make an initial payment into a fund to instruct the common repairs.

(p) The committee therefore find that the applicant has established that the respondent has breached Sections 1, 2 and 7 of the code of conduct. The committee move on to consider the property factor's duties.

(q) On pages 9 and 10 of the applicant's type-written submission (which accompanied the application) the applicant sets out 13 bullet points summarising her belief that the respondent has failed to carry out the property factor's duties. The majority of those bullet points reiterate the applicant's complaints in relation to the code of conduct. As the committee finds that the applicant does not establish that Sections 3, 6 and 7 of the code of conduct are breached, by analogy, the committee finds that the applicant's complaints in relation to:

- quotes for roof repairs;
- instruction of roof repairs;
- investigation of repairs to the interior and exterior of the roof;

- communication; and
- concerns about the safety of the proposed scheme of works

are not established. However, the applicant's complaints in relation to the property factor's duties are more extensive.

(r) In her oral evidence, the applicant gave detail of water ingress and damp staining in her property. In his oral evidence, Mr Watt confirmed that he did not investigate the water ingress nor did he send tradesmen to examine the interior of the applicant's property, nor did he seek advice on the source of the damp and water ingress or the required remedy. The factor's own terms and conditions provides for a right of access to the property for such inspection. The question for the committee is whether or not such failures amount to a breach of the property factor's duties.

(s) When the committee takes a holistic view of every strand of evidence, the committee comes to the conclusion that the fractured relationship between the applicant and the respondent was caused by the respondent's lack of experience. The committee finds that the applicant overstates the inadequacies of the respondent, but that a less than perfect service was provided. Those failures are mitigated by the respondent's delayed realisation that it was out of its depth and the instruction to architects to prepare a scope of works, carry out investigations and make some progress towards common repairs. When it was clear that the problems caused by a defective downpipe and gutter (which may have been the source of damp in the applicant's property) would not be quickly remedied as part of an agreed common repair to the roof and rainwater goods (serving the larger property of which the applicant's former property forms part), the respondent instructed repairs to the downpipe to try to remedy a defect in the gutter. That is work which has been done but should have been done sooner.

(t) The weight of evidence indicates that in delaying to remedy a defective gutter and downpipe, and in failing to inspect the interior of the applicant's property when there was a complaint of water ingress possibly caused by a common part of the property, the respondent failed in the property factor's duties.

(u) The committee therefore finds that the respondent has breached Sections 1, 2 and 7 of the code of conduct and failed in the property factor's duties - but the committee also finds that the failures and breaches are historic.

(v) The first breach of the code of conduct relates to conflicting versions of a complaints procedure; the conflict is now resolved. There is now only one complaints procedure. The second breach to the code of

conduct relates to a statement that architects had been appointed, when in fact, architects had not been appointed until days (perhaps, weeks) later. There is no enduring effect of the breaches of the code of conduct.

(w) The breach in the property factor's duties relates to delays in carrying out works to common parts and a failure to inspect. The respondent produces letters from the co-proprietors who sing the praises of the respondent's work. The respondent has now acknowledged that it could not deal with the works required (and the differing needs of the proprietors) independently and has instructed architects to make progress with the works. The applicant has sold her property and has removed from the property. There is no continuing relationship between the applicant and the respondent.

(x) In the light of those mitigating factors, the committee considers whether or not any further remedy is necessary. At page 11 of the written submission attached to the application, the applicant sets out her preferred resolution under the heading "*what would help to resolve the problems*". The applicant, very sensibly, focuses there on making progress to the common repairs and instructing the works that the applicant believes are necessary.

(y) Because, in part, of the passage of time, the applicant no longer has an interest in those works. The weight of evidence indicates that the initial attempts to establish a common repairs scheme is at an end. Architects are now instructed and renewed efforts are being made to carry out necessary repairs. The applicant is no longer a proprietor of the property at 20 Orchard Street, Aberdeen. The current proprietors are the only ones with an interest in a common repairs scheme there. The current proprietors have no complaints about the respondent.

(z) The committee finds that although there were failings on the part of the respondent, those failings have, before the date of hearing, been remedied. The committee therefore finds that although there have been breaches of the code of conduct and a breach of the property factor's duties, there is no requirement for a property factor enforcement order.

Decision

10 In the unusual circumstances of this application, a property factor enforcement order is not necessary.

Appeals

11 The parties' attention is drawn to the terms of section 21 of the 2011 regarding their right to appeal and the time limit doing so. It provides:

"...(1) An appeal on a point of law only may be made by summary application to the Sheriff against a decision of the president of the Homeowner Housing Panel or a Homeowner Housing Committee.

(2) An appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made..."

Signed
Chairperson

✓

Date

17/6/2015