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

Decision on Homeowner's application: Property Factors (Scotland) Act 2011 Section 19(1)(a)

Chamber Ref: FTS/HPC/PF/21/0425 FTS/HPC/PF/21/0379 FTS/HPC/PF/21/0403 FTS/HPC/PF/21/0398 FTS/HPC/PF/21/0424 FTS/HPC/PF/21/0510

The Properties:

37B Garry Drive, Foxbar, Paisley, PA2 9BX
37A Garry Drive, Foxbar, Paisley, PA2 9BX
41D Garry Drive, Foxbar, Paisley, PA2 9BX
35E Garry Drive, Foxbar, Paisley, PA2 9BX
37D Garry Drive, Foxbar, Paisley, PA2 9BX
35D Garry Drive, Foxbar, Paisley, PA2 9BX

("The Properties")

The Parties:-

Michelle Devoy, residing at 37B Garry Drive, Foxbar, Paisley, PA2 9BX
Diane Burgess, residing at 37A Garry Drive, Foxbar, Paisley, PA2 9BX
Helen Coulter, residing at 41D Garry Drive, Foxbar, Paisley, PA2 9BX
Elbarsri Simari, residing at 35E Garry Drive, Foxbar, Paisley, PA2 9BX
Catherine Urquhart, residing at 37D Garry Drive, Foxbar, Paisley, PA2 9BX
Irina Delibozova residing at 35D Garry Drive, Foxbar, Paisley, PA2 9BX

("the Applicants")

Miller Property Management Ltd, a company incorporated under the Companies Acts and having a place of business at Suite 2/2, Waverley House, Caird Park, Hamilton, ML3 0QA

("The Factor")

Tribunal Members:
Graham Harding (Legal Member)
Robert Buchan (Ordinary Member)

DECISION

The Factor has failed to carry out its property factor's duties.

The Factor has failed to comply with its duties under section 14(5) of the 2011 Act in that it did not comply with sections 3.3, 3.5a, 4.1, 4.4, 4.6, 4.7 and 6.4 of the Code

The decision is unanimous

Introduction

In this decision the Property Factors (Scotland) Act 2011 is referred to as "the 2011 Act"; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors is referred to as "the Code"; and the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 are referred to as “the Rules”

Background

1. Following the decision of a differently constituted Tribunal dated 23 August 2021 the parties sought a review which was granted.

2. A hearing assigned for 28 October 2021 was treated as a Case Management Discussion and adjourned to a hearing on another date with the Tribunal issuing directions to the parties.

3. A hearing assigned for 13 January 2022 was again treated as a Case Management Discussion as the Factor had not fully complied with the Tribunal’s previous direction. It was however established that the Applicants were no longer insisting in their complaints in respect of the alleged breaches of Sections 1, 3.1, 6.3, 6.7, 6.8, 7.1 of the Code.

Hearing

4. A hearing was held by teleconference on 4 April 2022. The Applicants were represented by Ms Devoy. Mrs Urquhart and Ms Coulter were also in attendance. The Factor was represented by Mr Harry Miller.

5. By way of a preliminary matter the Tribunal noted that the Factor had only lodged submissions in compliance with the directions on 1 April 2022 and that the Tribunal had not yet had sight of these and neither had Ms Devoy. After some discussion the submissions were circulated and there was a short adjournment to consider them. After the adjournment Ms Devoy confirmed that she wished to proceed with the hearing. The Tribunal noted that the Factor had not addressed the issue of time bar in his submission.

6. Mr Miller referred the Tribunal to the House of Lords case of Watson against Woolwich Building Society 1992 SC HL 21 as authority for his argument that the existing owners were liable for the debt of another owner in respect of sums due to a factor.

7. There then followed discussion with regards to the debt incurred by Mrs Urquhart who gave evidence to the effect that following her separation from her husband she got into debt and had felt hounded. She said that she had only become aware of the decree against her when Sheriff Officers served papers on her after it had been granted. For the Factor, Mr Miller said a Notice of Potential Liability had been registered on the property on 24 March 2017 and subsequently renewed on 17 March 2020. He disputed that the first

Mrs Urquhart would have been aware of the proceedings would have been after decree had been granted.

8. Mrs Urquhart disputed that her Debt Arrangement Scheme had been revoked and said that she was still making payments towards it. There was also discussion as to what amount she should pay to the Factor each month as an amount of £60.00 had been included in the form submitted when applying to be admitted to the scheme.

9. Ms Devoy raised the issue of owners being billed with a forward insurance charge and that Mrs Urquhart's bill was different from her neighbours. Mr Miller responded by saying that the DAS administrator had last paid the factor anything on 25 February 2020 and if Mrs Urquhart had been paying into the scheme, then payments would have commenced again. The reason Mrs Urquhart was charged differently was because of the amount she had said she was paying to the Factor each month when she applied to enter the Debt Arrangement Scheme and the Factor had been told to charge this amount by the scheme administrator. For her part Mrs Urquhart said she had said she was paying £70.00 per month only so that the administrator could understand how much she could afford and keep her monthly bills up to date.

10. Mr Miller went on to say that his firm had been helping out the owners of the four blocks in the development by billing them six months in arrears. He said he tried to put in a budget that would allow people to pay up but because of the current case things had gone the other way and his company was funding more debt.

11. The Tribunal queried when the debt in question was incurred by Mrs Burgess and was advised that it ran from 2013 -2015. She entered the DAS scheme in 2016 and then through that scheme was sequestrated on 8 February 2017. Mr Miller explained that because Mrs Burgess had been sequestrated while in DAS the Factor had been unable to pursue Mrs Burgess independently but had submitted a claim to her trustee.

12. Mr Miller submitted the Factor had not breached data protection regulations as Mrs Burgess' sequestration was in the public domain and Ms Urquhart had signed a mandate agreeing that information could be released and referred the Tribunal to a copy of the mandate submitted.

13. For the Applicants, Ms Devoy queried why the Factor had allowed three years debt to accrue before taking any action. Mr Miller responded by saying it was only economic to take court action against an owner once a reasonable amount of debt had accrued given the cost of instructing solicitors to pursue a debt. Ms Devoy submitted that more steps could have been taken to use phone calls letters or debt collectors but instead chose to instruct Sheriff Officers. Mr Miller went on to explain that the Factor had a system in place and that it used external solicitors to deal with debt collection. As a company the Factor did not instruct anyone itself. Mr Miller indicated that going forward the Factor would go over its core services and would initiate debt collection procedures against all owners who were in debt.

Section 2.2 of the Code

14. Ms Devoy referred to Mrs Urquhart's earlier evidence and submitted that she had felt that the Factor was not hearing what she had said. There was miscommunication. The Factor's staff talk at someone rather than listen leaving them feeling stressed. Ms Devoy went on to say that in her personal experience the Factor had not been helpful and the same had been Mr Coulter's experience with regards to the forward billing issue. She said that communication with the Factor was hard work.

15. For the Factor Mr Miller submitted that his company received a lot of praise from owners. The four blocks owed £11000.00. No other factor would have been as hospitable as his company had been but it would be happy to terminate the agreement with the owners. With regards to the issues with Mrs Urquhart, Mr Miller said that she had not understood and had been talking over him but that he had tried to explain that the amount she had to pay each month had been set by the DAS administrator but that Mrs Urquhart had refused to accept this.

16. The Tribunal attempted to contact the witness, Mr Coulter but he was unavailable. Mrs Coulter explained that her husband had contacted the Factor when a charge of £195.00 had been added to their bill. She said her husband had spoken to Scott Miller who had been unable to explain but had started laughing and when asked why had said that someone in the office had told a joke. She said that her husband had become quite frustrated as he was not getting anywhere and had ended the call. In response to a query from the Tribunal as to whether Mr Coulter had found the call intimidating Mrs Coulter said that Mr Miller had been talking over him.

17. For the Factor Mr Miller disputed that the conversation would have happened as it was not how the company conducted its business. Mr Miller did accept however that the terminology used in the billing was perhaps not accurate. For her part Ms Devoy said that the invoice referred to "forward billing" and was not really explained. She said people needed to understand what they were being asked to pay for. There was also no need for owners to explain what had triggered a meeting to consider terminating the Factor's services.

Section 2.4 of the Code

18. Ms Devoy confirmed the owners were no longer insisting in their complaint.

Section 2.5 of the Code

19. Ms Devoy confirmed the owners were no longer insisting in their complaint.

Section 3.3 of the Code

20. Ms Devoy explained that the backing pages to the Factor's bills were not always clear as to what work had been done. She submitted that the billing system was not robust enough. What the owners wanted was clear billing that could be understood. As an example, Ms Devoy referred to invoices in May 2020 which included £195 for "2020/21 Budget per statement. This was promptly removed when it was challenged. Mr Miller said that this was only an estimate of the charges to come in the year ahead but the sum was included in the total and in the remittance slip.

21. For the Factor Mr Miller said that the statements produced provide all the details of the work carried out. The Factor only carried out work that was necessary and done at the owners' request.

22. Ms Devoy submitted that the Factor ought to let owners know when work was being done and that was not happening. Mr Miller said that if the Factor had to phone round all the owners when a light bulb was being changed then there would have to be a charge for that. Ms Devoy suggested a simple email would suffice.

Section 3.5A of the Code

23. With regards to Applicants floats Mr Miller confirmed that only 8 owners had paid a float and that these funds were held in the Factor's Client Account. The Client account was in deficit due to the owners not keeping their accounts in credit. Mr Miller explained that the Factor no longer asked new owners to pay a float.

Section 4.1 of the Code

24. Ms Devoy submitted that when the debts on the development first arose the Factor should have taken steps to follow its debt collection procedures instead of waiting three years. The Factor should have made the other owners aware of the issue.

25. For the Factor, Mr Miller said his company had tried to help the owners who had debt and had monitored repayment proposals but in future would go back to proper procedures.

26. Ms Devoy reiterated that there should have been proper communication with owners and that there was a need for transparent communication.

Section 4.2 of the Code

27. Ms Devoy confirmed the owners were no longer insisting in their complaint.

Section 4.4 of the Code

28. Mr Miller said that he had not thought he needed to tell the other owners that they would be affected if one or more homeowner did not fulfil their obligations

as he did not think it appropriate to do so at the time and thought that the DAS or Decree would have settled the matters.

Section 4.5 of the Code

29. Ms Devoy said that she had spoken to Ms Burgess and Ms Urquhart and said that they had just received standard letters from the Factor regarding their debt. Six standard reminder letters were sent over a three year period She said she would have expected them to have received overdue letters and that what had been sent was not sufficiently robust.

30. For the Factor Mr Miller accepted that the company had been trying to help these owners but in future would use standard procedures.

Section 4.6 of the Code

31. Mr Miller accepted that with hindsight the Factor should have informed the owners of the issues that had arisen and the implications for them. Mr Miller explained that in 90% of the cases, the property is sold and this settles the debt.

Section 4.7 of the Code

32. Mr Miller explained that the only reason the unpaid charges became an issue was because the Factor believed their contract was being terminated and at the time it was thought it was doing the right thing. In response to a query from the Tribunal as to how long the other owners would have been kept unaware of any debt issue Mr Miller said it was an ongoing scenario and he had already been in contact with the DAS administrator and had taken the decision to notify the owners in June 2021. Mr Miller said he took that course of action based on previous knowledge.

Section 4.9 of the Code

33. Ms Devoy confirmed the owners were no longer insisting in their complaint.

Section 6.1 of the Code

34. Mr Miller submitted that there was a procedure in place to allow owners to notify the Factor of matters requiring attention and this was not disputed. Mr Miller submitted that the delegated authority was £100 per property but that he had previously agreed to reduce this to £50.00. but in any event even the £50.00 threshold had not been exceeded.

Section 6.4 of the Code

35. Ms Devoy submitted that there were never periodic inspections carried out. For the Factor Mr Miller disputed this and explained inspections were carried

out but that the owners had been lucky that no major works had been required but that in future the Factor would provide a report.

Section 6.9 of the Code

36. Ms Devoy referred the Tribunal to the issue raised in the written submissions where the owners of numbers 35 and 37 had been charged for a repair but water was still coming from a drain. She also referred to an issue with the door entry system in which Mrs Urquhart had been advised that her handset could not be replaced but she had it fixed independently.

37. For the Factor Mr Miller disputed the drainage issue and also said that the electrician had attended to repair the door entry system and carried out a repair. Ms Devoy said that the electrician had not spoken to her. Mr Miller subsequently provided the electricians invoice for the repair.

Property Factor's Duties

38. Ms Devoy submitted that the owners were not satisfied that the Factor was doing everything that they said they were doing on their invoices and they were not happy with the debt situation as that had not been properly managed. She said that originally the owners' intention had been to terminate the contract with the Factor but now they wished to move forward but they do not want to pay the apportioned debt and they want more clarity and transparency.

39. Mr Miller advised that the apportioned debt amounted to £189.00 per flat. Some people had paid. He said that the Factor had done everything it could for the owners of the development and had tried to help those in debt. The Factor had only brought the debt issue to the attention of the owners when it appeared the contract was being terminated. He had tried to set up a budget but the owners were not prepared to pay up. He gave the owners 10 months to pay but now his company was owed £11000.00.

40. Mr Miller went on to say that in 2020 he was the only person in the company working due to the Covid pandemic and trying to keep everything going meant things took longer than expected but he never shouted or talked over anyone and neither did his staff. He did not accept what had been said about Scott Miller. The Factor was happy to terminate the contract if that was the decision of the owners.

The Tribunal make the following findings in fact:

41. The Applicant's own one property each within the larger properties at 35, 37 and 41 Garry Drive, Paisley. The common parts of their properties and number 39 are managed by the property factor. There are 24 flats in total in the development.

42. The First Applicant purchased her property in 2005. The Second Applicant purchased her property in 2004. The Third Applicant purchased her property in 2016. The Fourth Applicant purchased his property in 2006. The Fifth applicant purchased her property in 2006. The Sixth applicant purchased her property in 2017.

43. The Second Applicant, Mrs Burgess, accrued debt to the Factor between 2013 and 2017. She entered a Debt Arrangement Scheme and was subsequently sequestrated. Her debt to the Factor amounted to £1534.35. The Factor has received an interim payment from her trustee of £100.06. It is not known if any further dividend will be paid.

44. The Fifth applicant, Ms Urquhart, accrued debt to the Factor including interest and judicial expenses amounting to £2106.83 for the period to 2017. Following the Factor obtaining a decree against her Ms Urquhart entered a Debt Arrangement Scheme and the Factor received 17 payments of £25.10 from the DAS administrator up until January 2020 when payments stopped.

45. The Factor charged Ms Urquhart a higher amount than other owners on its quarterly invoices to reflect the estimate of monthly factoring charges provided by her when completing her DAS application.

46. The Factor did not keep owners appraised of any debt issues affecting the development until it was thought that the Factor's services was being terminated in 2020.

47. In 2020, each of the Applicants were sent invoices with an additional charge bearing to be an apportioned pro rata share of the sums outstanding by the second and fifth applicants and disclosed their identity. In addition, a charge was made for future services. When the Applicants complained about the charge for future services, the property factor credited each account and removed the charge for future services.

48. There is tension between the parties as a result of the ongoing issues.

49. The Applicants considered terminating their contract with the Factor. The Factor indicates willingness to bring their commercial relationship to an end, but only once all outstanding accounts are paid.

50. Since the Applicants raised queries about their invoices in 2020, many of the owners have refused to settle invoices, so that arrears developed on their accounts with the Factor. By the time of the hearing, there were outstanding charges for all of the properties in blocks 35 to 41 Garry Drive, Paisley, totalling £11000.00.

51. The Factor has provided each homeowner with a written statement of services. There is provision within this for the Factor to undertake work up to £100.00 per flat under its delegated authority. By agreement this has now been reduced to £50.00 per flat.

52. Although the titles provide for owners providing the Factor with a float at the time of purchase of a property only eight owners had floats and the Factor no longer insisted on a float being paid.

53. The burdens set out in the disposition by Modern Housing (Glasgow) Ltd to Stephen Wotherspoon and Laura Hindle registered on 9 June 2005 apply to each of the properties in blocks 35 to 41 Garry Drive, Paisley. The second burden in that disposition provides for the appointment and remuneration of the property factor. That clause provides that within one month of a demand for a payment due to the factor, the property factor is entitled to sue and recover in his own name. The same clause also provides that, in the event of failure to recover payment of … the expenses of any action, the remaining proprietors shall be bound pro rata… to reimburse the factor… for any payment of expenses that may have been paid by him or them

Reasons for Decision

Section 2.2 of the Code

54. The Tribunal did not consider that any of the written communications from the Factor submitted by the parties were abusive, intimidating or threatening. The Tribunal accepted that Ms Urquhart may well have felt hounded by the Factor when being pressed to make payment of the debt due by her but that in the Tribunal's view fell some way short of abuse or intimidation and the Factor was within its rights to issue notice of Court action. The Tribunal did not doubt the veracity of Mrs Coulter's account of the telephone conversation her husband had with Mr Scott Miller and this indicated a poor standard of service on the part of the Factor when dealing with an owner's legitimate concern but again fell short of being abusive or intimidating or threatening. The Tribunal was therefore satisfied that the Factor was not in breach of this section of the Code but did consider that the Factor could improve its training of staff in how to handle owners' concerns and providing clear explanations that owners can understand.

Section 3.3 of the Code

55. The overriding objectives of Section 3 are protection of Applicants' funds; clarity and transparency in all accounting procedures and the ability to make a clear distinction between Applicants' funds and a property factor's funds. For reasons that are not entirely clear the Factor decided not to continue to insist on owners providing a float despite this being a title condition. As owners are billed in arrears the Factor funds the development's outgoings until they are recovered from the owners. The Factor did provide owners with regular invoices together with a separate explanation of the charges incurred, nevertheless owners were at times left unsure as to how and when works had been instructed. The Tribunal considered that there were at times a lack of clarity and transparency in some of the information provided to owners such as the example noted in paragraph 20 above the Factor was therefore in breach of this section of the Code.

Section 3.5a of the Code

56. Mr Miller took the view that the owners' floats were the Factor's money and was kept in the company's client account and not in a separate account and the client account was in deficit. The Code allows for Applicants' floats to be kept either in a single account for all homeowner clients or in separate accounts for each homeowner or group of Applicants. It appears to the Tribunal that the Factor has used the owners' floats to offset the overall debt of the development. That is a breach of the Code as it may be that an owner's share of the amount due to the Factor will be less than the amount of the float.

Section 4.1 of the Code

57. The Tribunal was satisfied from the written and oral evidence that although the Factor had a clear written procedure for debt recovery it had not been followed when pursuing the debts due by Ms Burgess and Ms Urquhart. The Code requires the Factor to apply its procedures clearly, consistently and reasonably. The Tribunal accepted that raising court action against a debtor for small amounts may not be cost effective but the use of other debt collection methods would have been open to the Factor. The Tribunal was satisfied that the Factor was in breach of this section of the Code.

Section 4.4 of the Code

58. The Factor failed to inform other Applicants in block 37 Garry Drive of the debt being accrued by Ms Burgess and Ms Urquhart over a prolonged period. Whilst it would not have been appropriate for the Factor to have named the debtors it was in accordance with the Code to explain to the other owners how either service delivery or charges could be affected if the non-paying owners did not make payment. There was therefore a breach of this section of the Code.

Section 4.5 of the Code

59. The Tribunal was satisfied that the Factor monitored the payments that were due by Applicants and it did appear that standard reminders were issued to debtors but that no stronger debt collection techniques were attempted for a significant number of years until in both cases a substantial debt had arisen. Whilst the Tribunal did not consider this to be good practice it was just satisfied it did not amount to a breach of the Code.

Section 4.6 of the Code

60. Mr Miller accepted that with hindsight he should have kept owners informed of any debt recovery problems subject to the limitations of data protection legislation. The Tribunal was therefore satisfied that the Factor was in breach of this section of the Code.

Section 4.7 of the Code

61. The Tribunal was not satisfied that the Factor had taken all reasonable steps open to it to recover unpaid charges prior to charging the remaining Applicants in that the Factor should have intervened at an earlier stage before the non-paying owners' debts reached the levels they did and the Factor should have made the other owners aware of the issues at a much earlier stage. There was therefore a breach of this section of the Code.

Section 6.1 of the Code

62. The Tribunal was satisfied that the Factor did have in place procedures for Applicants to notify it of matters requiring repair. There was no evidence to suggest that any work instructed by the Factor was in excess of the previous agreed cost threshold of £100.00 per property and the Factor has agreed to reduce the threshold to £50.00 going forward to assist the owners. The Tribunal does not consider the Factor has breached this section of the Code.

Section 6.4 of the Code

63. The Tribunal was not satisfied that the Factor did in fact carry out periodic property inspections and preferred the Applicants' evidence in this regard. The Tribunal found that the Factor was in breach of this section of the Code.

Section 6.9 of the Code

64. Although there was conflicting evidence from the parties with regards to the standard of the work done by the Factor's contractors the Tribunal did not consider that the Factor was in breach of this section of the Code. It appeared that the Factor's electrician had carried out some repairs to the door entry system but had not replaced one owner's handset and this had then been purchased by the owner independently. The Tribunal had insufficient evidence with regards to the leaking drain to allow it reach a firm conclusion.

Property Factor's Duties

65. The Tribunal acknowledged the Applicants concerns with regards to the Factor's management of the development and was in no doubt that it had breached several sections of the Code but did not consider that alone was sufficient to support a finding that the Factor had failed to carry out its property factor's duties.

66. There are however a number of further issues to consider some of which were raised earlier in these proceedings both by a previous Tribunal and by this Tribunal at a Case Management Discussion. The Factor seeks to rely on the terms of Clause SECOND of the burdens clauses in the disposition by Modern Housing (Glasgow) Limited to Diane Burgess and her executors and assignees registered 11 February 2004 in which the property factor is entitled to sue and recover in his own name unpaid fees and charges due by an owner. The same clause also provides that, in the event of failure to recover payment of … the expenses of any action, the remaining proprietors shall be bound pro rata… to reimburse the factor… for any payment of expenses that

may have been paid by him or them. The Tribunal noted that some of the debt due by Ms Urquhart and Ms Burgess is for charges incurred in excess of five years ago. Any claim for payment by the Factor against the other owners in the block for debts that are more than five years old will be time barred under s.6(1) of the Prescription & Limitation (Scotland) Act 1973, which says:

"If, after the appropriate date, an obligation to which this section applies has subsisted for a continuous period of five years (a) without any relevant claim having been made in relation to the obligation, and (b) without the subsistence of the obligation having been relevantly acknowledged, then as from the expiration of that period the obligation shall be extinguished"

The Factor cannot recover debt from the other owners that is more than five years old. Whilst the case of Watson against Woolwich Building Society might support the Factor's argument that a debt due by a non-paying owner does not pass to that owner's successor in title (although it could if a Notice of Potential Liability is registered on the title) but to the remaining owners in the block that does not circumvent the problem the Factor has with time bar.

67. Whilst the Factor consistently claimed that he "was only trying to help", his unbusinesslike approach to what seems to have been the most basic or straightforward of factoring cases has resulted in a financial mess and debt of his own doing.

68. The Factor disclosed the names and address of the non-paying owners to the remaining owners when it thought its services were going to be terminated but before a decision in favour of termination by a majority of owners had been taken. It is well settled that a Factor has the right and indeed the obligation to advise owners of the names, addresses and the amount owed by defaulting owners on termination of their services. This is in order that owners can take steps to pursue debtors for charges they have had to pay the outgoing factor at termination. However, to do so in advance of its services being terminated is in the view of the Tribunal likely to be a breach of the General Data Protection Regulations ("GDPR") and would merit a referral to the Information Commissioner's Office ("ICO"). The Factor has not made any such referral. It is the view of the Tribunal that the Factor should refer itself to the ICO for a determination.

69. The Factor is billing Ms Urquhart at a higher rate than the actual quarterly cost to reflect the amount she said she had to pay for factoring charges when applying for admission to the Debt Arrangement Scheme. The Tribunal was not persuaded that the Factor was obliged by the DAS administrator to charge this additional sum and in any event, it would appear that Ms Urquhart's entry to the scheme was revoked. Whilst the Tribunal would agree that the Factor should seek to reach an agreement with Ms Urquhart to reduce the debt through increased quarterly payments it should not be by unilaterally imposing an additional charge.

70. After taking these issues into account the Tribunal considers that the Factor has failed to perform its property factor's duties by attempting to recover debt that is time barred from owners and by potentially breaching GDPR.

Decision

71. The Tribunal being satisfied that the Factor has breached Sections 3.3, 3.5a, 4.1, 4.4, 4.6, 4.7 and 6.4 of the Code and has also failed to carry out its property factor's duties is satisfied that it is appropriate to make a Property Factor Enforcement Order.

72. The decision of the Tribunal is unanimous.

Proposed Property Factor Enforcement Order

The Tribunal proposes to make a property factor enforcement order ("PFEO"). The terms of the proposed PFEO are set out in the attached Section 19(2) (a) Notice.

Appeals

An Applicant or property factor 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.

Graham Harding Legal Member 22 April 2022 Date