



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

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

Chamber reference number: FTS/HPC/PF/25/2632

Re: Property at 6j Tulloch Road, Perth PH1 2SN ("the Property")

The Parties:

Mr Paul Taylor ("the Applicant")

Caledonia Housing Association ("the Respondent")

Tribunal Members

Fiona Cook (Legal Member) and Donald Wooley (Ordinary Member)

Introduction

In this decision the Property Factors (Scotland) Act 2011 is referred to as "the 2011Act"; 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 2016 are referred to as "the Rules"

Background

1. The Applicant made an application to the Tribunal which was accepted by them on 28th August 2025.
2. In his Application dated 17th June 2025, the Applicant asked the Tribunal to decide that the Respondent had failed to comply with paragraph 1.1a, 1.1b and 1.2 of Section 1: Written Statement of Services; paragraphs 2.1, 2.5 and 2.6 of Section 2: Communications and Consultation; paragraphs 6.1, 6.4 and 6.6 of Section 6: Carrying Out Repairs and Maintenance and paragraph 7.2 and 7.6 of Section 7: Complaints Resolution of the Code of Conduct. They also asked the Tribunal to decide that there had been a failure to carry out the Property Factor's duties.

3. In addition to the casefile the Tribunal had received written representations by the Respondent.
4. The Case Management Discussion (CMD) took place by teleconference call on 5th February 2026. Both parties attended and the Respondent was represented by Mr Stuart Robertson and his colleague Ms Julie Watson. The Applicants wife attended as his supporter.
5. The Tribunal noted that the parties had engaged in a productive joint meeting on 30th January 2026 and that they intended to have further direct discussions although the Applicant expressed some doubt as to whether those discussions would result in the parties being able to resolve their differences.
6. That being the case, the Tribunal sought clarification from the Applicant as to what the outstanding issues are. The Tribunal explored these matters in some detail with the Applicant and asked him for more information about the issues set out in Part 7. of his C2 application which is the complaint details of the application.
7. It was noted that the application centres on the ongoing poor condition of the grass around the perimeter and below the projecting eaves of the property, which the Applicant considered to have been caused by the "structure of the property". In addition, it referred to the premature communication with the other owners at the property following his making an enquiry with the Respondent about the installation of an outside tap and also whether any remedial works to the grass would be considered a repair or an improvement.
8. There were further discussions regarding the Written Statement of Services and communication and consultation, particularly in relation to the Applicant's complaint to the Respondent from early April 2025 onwards.
9. It was noted that the Respondent's position was that they had upheld the Applicant's complaint in part during Stage 2 of their complaints procedure and denied any breach of the Code. They noted that the Applicant along with the other 11 homeowners in the block had a responsibility to pay for any repairs and/or improvements at the property notwithstanding that they had shared ownership of many of the properties including the Applicants (held on a 25% Applicant / 75% Respondent shared ownership.)

10. At the conclusion of the discussion the Tribunal explained that other than seeing the title deeds and deed of condition for the property, they had received sufficient information from both parties to decide and that a hearing was not required.
11. Both parties agreed to this approach, subject to the Applicant being able to provide further written representations to the Tribunal and the Tribunal therefore agreed to allow both parties an opportunity to provide further written representations, if they wish and for the Respondent to provide the Tribunal with a copy of the Title deeds and Deed of conditions for the property.
12. Following the CMD the Tribunal received an email communication from the Applicant in which he advised that he wished to amend the complaint and asked that the Tribunal "consider only alleged breaches of clauses 6.1 and 6.6 of the Code of Conduct".
13. The Tribunal agreed that the remaining parts of the Code and referred to by the Applicant in his original application were now not insisted upon and allowed them to be withdrawn. This decision reflects that request by the Applicant, and the Tribunal has recorded their decision only on those two paragraphs of the Code.
14. Following the CMD the Respondent sent the Tribunal a copy of the title deeds which they were able to consider prior to making their decision.

Findings in Fact

15. The Applicant is a one quarter pro-indiviso owner of the Property and the Respondent owns the remaining three quarters share of the Property which the Applicant rents from them. The Property is in Block 6 which comprises 12 flatted dwellinghouses. All 12 properties in the block are shared ownership properties.
16. The Applicant contacted the Respondent on 1st April 2025 regarding the possible installation of an outdoor tap as shrubs and grass were struggling to grow due to the overhang from the roof.
17. A factoring officer responded the following day and noted that while the Respondent had no objection to the installation of the tap this would need to be agreed with the neighbouring homeowners and tenants as the installation and maintenance would require to be their joint responsibility.
18. On 3rd April 2025 the Applicant contacted the Respondent further to enquire about the replacement of the grass at Block 6 and stating that he felt the condition of the

grass was unsatisfactory and not aesthetically pleasing. There was a suggestion that artificial grass might be considered.

19. On 4th April 2025 the Respondent sent a letter to all the owners of properties in Block 6 seeking their views on the possible removal of the grass and replaced with artificial grass.
20. On 11th April 2025 the Applicant expressed disappointment that the letters of 4th April 2025 had been issued without further discussions with him. The Respondent accepts that they did not discuss the approach to seeking the views of the other homeowners with the Applicant.
21. The Applicant considers the work to replace or improve the grassed area at Block 6 should be considered as a repair and that the Respondent has an obligation to repair the grassed area or to seek advice from a property maintenance professional to assess the condition of the area.
22. The Respondent considers the work to be additional, or improvement works that fall out with the core services they provide as the Property Factor for the Property.

Reasons for Decision

23. The Property Factors (Scotland) Act 2011 does not define what is considered a repair and what is considered an improvement but the distinction between the two is considered in the Housing (Scotland) Act 2006. In Scots property law a repair fixes something that is broken, damaged, or not working, while an improvement adds something new or replaces something that still works with a better, newer version.
24. The Respondents core services are set out in schedule 1 of their Written Statement of Services and while there are contracts for grounds maintenance the schedule does not go beyond this.
25. The Applicant had provided the Tribunal with photographs of the grassed area around Block 6. While the grassed area was clearly worn there was no evidence or suggestion that it was dangerous or presented a hazard. It was still possible for example for a homeowner to walk across the area. The Tribunal did not agree that any works to be done to the area could be classified as a repair and agreed that the suggested works by the Applicant would properly be classified as an improvement or as additional works out with the scope of the maintenance works contracted by the Respondent. The Applicant wants to replace the grassed area with a better, newer

version of what is currently there. The work is therefore properly to be classified as an improvement.

26. Section 6.1 of the Code states: -

“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.”

As the Tribunal did not accept that the grassed area required repair the Tribunal decided that there was no breach of this section of the Code.

27. Section 6.6 of the Code states: -

“A property factor must have arrangements in place to ensure that a range of options on repair are considered and, where appropriate, recommending the input of professional advice. The cost of the repair or maintenance must be balanced with other factors such as likely quality and longevity and the property factor must be able to demonstrate how and why they appointed contractors, including cases where they have decided not to carry out a competitive tendering exercise or use in-house staff. This information must be made available if requested by a homeowner. ”

As the Tribunal did not accept that the grassed area required repair the Tribunal decided that there was no breach of this section of the Code.

28. As the Tribunal decided that there was no breach of the Code, they do not propose to make a Property Factor Enforcement Order.

Appeals

A homeowner 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.

Fiona Cook

Legal Member and Chair

13th March 2026