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

HOHP REF: HOHP/PF/16/0008

Property: Flat 12/7, Springfield Street, Edinburgh, EH3 9GG.

The Parties:-

Mr Walid Al-Khames, 26 Mortonhall Park Avenue, Edinburgh, EH17 8BP ("the homeowner")

Speirs Gumley, 194 Bath Street,Glasgow, G2 4LE ("the property factors")

Committee Members

Simone Sweeney (Chair) Helen Barclay (Housing Member)

Decision

The committee determines;

(i) That there has been no evidence produced to support any failure on the part of the property factors to comply with the property factors' duties created by Section 17 of the Act.

(ii) That the property factors are not in breach of Sections 2.1, 2.2, 3.3, 4.2, 4.8 or 5.8 of the Code of Conduct.

(iii) That no property factor enforcement order in terms of Section 19 (1) (b) of the Act will be issued.

(iv) This decision is unanimous.

Background

1. By application of 5th February 2016, as amended by letter of 27th October 2014, the homeowner applied to the Homeowner Housing Panel for a determination on whether or not the property factors had failed to: (i) comply with sections 2.1,2.2, 3.3, 4.2, 4.8 and 5.8 of the Code of Conduct ("the code") imposed by Section 14 of the Act. There was no specific

allegation by the homeowner that there had been any failure on the part of the property factors (ii) to carry out the property factor's duties in terms of Section 17 of the Act ("the Act") in the homeowners' complaint.

2. A committee of the Homeowner Housing Panel ("the committee") heard evidence from both parties at Riverside House, 502 Gorgie Road, Edinburgh on 27th May 2016. The committee had before it written submissions from each party, together with copy title deeds and copies of various pieces of correspondence, letters and emails and copy documents. The property factors were represented by Mr Ian Friel, Managing Director, Ms Louise Pollock, Senior property Inspector and Mr John Bryson, Credit control manager.

3. The homeowner began by explaining that he had identified several errors in the bills he had received from his factors. He had had to highlight these errors to the property factors. The homeowner didn't feel that he should have to do that given the charges levied by the property factors. He should be satisfied that his bills are correct. As a result he has lost faith in the property factors. The homeowner was asked by the chair to point to any examples he had within the papers to support this. The homeowner referred to a letter dated, 13th November 2015. The letter was from the property factors to the homeowner. It acknowledged that the property factors had requested payment for various things, erroneously. The homeowner referred to the second paragraph which read,

> *"I am disappointed to note that our internal procedures allowed a charge for legal expenses to be rendered to your account in premature fashion before the Sheriff's judgement was given. Please accept my apologies that this has happened and I have taken steps to change internal procedures so that this cannot happen again."*

The third paragraph of the letter read,

> *"In our letter of 16 October we explained that there was an error in the charge from McSence....This was human error in the coding of the charge. You emailed us on 21 May 2014 about this matter and a response was sent on 22 May 2014 acknowledging the billing error."*

The second page of the letter read,

"Again, there was a situation with incorrect allocation of a charge...A letter was sent out on 30 October 2014 to all owners apologizing for the error advising that the sum would be credited back on the November 2014 account."

The homeowner pointed to each of these examples of how he had brought errors in billing to the attention of the property factors and had he not highlighted them then the property factors would have taken money from the homeowners to which they had no entitlement. The homeowner identified a further error at paragraph 5 of the letter. This related to an invoice issued to the homeowner in respect of the charge for a roof inspection. In the letter, the property factors conceded a further mistake, stating,

"Again, this was charged incorrectly to all owners as explained in Louise Pollok's email of 28/01/15, copy enclosed."

The homeowner submitted that these examples were evidence of how the property factors attempted to mislead the homeowner in breach of section 2.1 of the code.

4. In respect of a breach of section 2.2 of the code, the homeowner pointed to papers submitted in support of his application which he believed showed that the property factors had communicated in a way which was abusive or intimidating or by which he felt threatened. He referred the committee to a letter which he had received from the property factors dated 29th January 2016. This letter referred to two separate demands for payment issued by sheriff officers instructed on behalf of the property factors. The letter read:

"I refer to the demands for payment issued on our behalf by Walker Love Recoveries and BPO Collections and would take this opportunity to offer our sincere apologies."

The homeowner submitted that the property factors had instructed two separate companies to recover the same debt from him. In doing so they had provided his personal contact details twice, without his permission. Moreover the debt referred to was a payment in dispute. The homeowner advised that a debt collector had called him twice at his home, the second call being made about a week after the property factors had sent the letter to him confirming that they had made an error. On the first occasion the homeowner explained that the payment was in dispute. The homeowner had found the experience distressing. He explained that the background to this situation arose when he had requested information from the property

factors about the debt, on 17th September 2015. This was not forthcoming. Rather, the factors had proceeded to serve a notice of potential liability on the homeowner. The property factors issued a letter to him on 19th January 2015 in which his letter/request was acknowledged. A notice of potential liability was registered on 25th January 2015. On 28th January 2015 the property factors provided the homeowner with the information he had requested. The homeowner could not understand why the information could not have been provided to him in September 2015. He had found the service of the notice threatening on the part of the property factors.

5. With regards to the allegation that the property factors had breached section 3.3 of the code, the homeowner pointed to evidence which he believed showed a failure on the part of the property factors to provide a detailed financial breakdown of charges made and a description of the activities and works carried out which are included within the charge. The homeowner cited the example of a request he had made for a copy of an invoice for a particular item. It was made on 19th January but a response was not forthcoming until 28th January. Not only was this too long but was the wrong information, in the homeowner's opinion. The homeowner conceded that he received invoices at regular intervals from the property factors and that these invoices showed the costs of the individual works upon which the charge was based. He maintained that these invoices failed to provide an adequate breakdown of the works and that he would prefer supporting documentation for each item charged. However the homeowner did concede that where more documentation is available it is provided to him by the property factors, on request.

6. The homeowner alleged that the property factors had breached section 4.2 by applying late payment charges to a disputed matter. The matter in dispute was identified by the homeowner to be the issues relating to the notice of potential liability. The sum involved was £300. It was alleged by the homeowner that, notwithstanding a warning by him last year that his intention was to refer his complaint to the HOHP, the property factors had gone ahead and applied late payment charges to his account. In his opinion, this went against section 4.2 of the code.

7. It was alleged by the homeowner that there had been a breach of section 4.8 of the code by the property factors by failing to take reasonable steps to resolve matters between the parties before taking legal action against the homeowner. It was submitted that the property factors had taken court action against the homeowner to recover the sum of £300. The action had been raised against the homeowner in Glasgow Sheriff court. The homeowner resides in Edinburgh and felt that this was done deliberately to cause him inconvenience in having to travel to Glasgow on each of the six occasions the case called before the court. This, together with the service of the notice of potential liability, did nothing to improve what was already a very strained relationship in the opinion of the homeowner. The homeowner submitted, further, that he had been keen to negotiate settlement with the property factors and had in fact offered them payment prior to the diet of proof on the strict understanding that the notice was withdrawn but the property factors refused the offer. Negotiations had been on-going for seven months. The homeowner expressed his frustration at having received what he considered a very poor service from the property factors. He had demanded further specification from the property factors as to what the £300 was for and advised them that he would make payment for the charges for which they could provide receipts but this was never forthcoming. The homeowner conceded that he himself had encouraged the property factors to raise legal proceedings when he advised them to, "Go to court," so exasperated was he at their refusal to remove the notice of potential liability.

8. Finally the homeowner submitted that the property factors had breached section 5.8 of the code by failing to inform homeowners of the frequency with which property revaluations would be undertaken for buildings insurance purposes and adjusting the frequency if instructed by a majority of homeowners. The homeowner alleged that the property factors had inflated the purchase price of his property for insurance purposes. He advised that he understood the insurance industry required a revaluation of a property every 5 years and alleged that the property factors took a 20% commission for every owner insured. In his opinion the deeds state that the responsibility for insurance rests with the property factors but he alleged that the property factors had told the homeowners that it was down to the homeowners to arrange property revaluations and would take no part of this without a majority of homeowners instructing them to do so. The homeowner submitted that no

information had been forthcoming from the property factors about how frequently the properties should be revalued since he purchased his property in 2002.

Submissions of the property factors

9. Mr Friel responded to the allegations of the homeowner on behalf of the property factors. With regards to section 2.1 of the code, he disagreed with the submissions of the homeowner and denied that the property factors had misled the homeowner. Mr Friel was of the opinion that there had been no evidence before the committee which showed that the property factors had been misleading. The letter to which the homeowner had referred listed errors made by Mr Friel's company. However the property factors had accepted their mistakes and rectified them.

10. With regards to section 2.2 of the code, again, Mr Friel submitted that the homeowner had failed to provide any evidence which showed that the property factors had communicated in a way which was abusive or intimidating or which threatened the homeowner. Mr Friel explained that he had reached the decision that it was best for all communications from his company to the homeowner to be in writing. He did not wish to run the risk of there being any misunderstanding on the part of the homeowner. Mr Friel referred to the letters from his company which were before the committee and invited the committee to accept that these were all written in a, "business like" fashion. The property factors denied any breach of section 2.2.

11. Mr Friel accepted that the homeowner had requested specific invoices upon receipt of his bill from the property factors. Mr Friel directed the committee to invoices from tradesmen which were within the committee's papers. (These consisted of an invoice dated 19th June 2014 from a company called Letfix for removal of padlocks at the cost of £229.20; and invoices dated 14th September and 26th October 2014 from Mike Greenan for the supply and fitting of lamps.) The copy invoices had been shared with the homeowner by email. It was Mr Friel's evidence that when requests are received from a homeowner for further specification of costs, it is the practice of his company to provide the information. It was his evidence that these invoices were industry standard and he failed to know what else a property factor could

be expected to provide in the circumstances to show evidence of the costs of the work. Mr Friel denied that the property factors had breached section 3.3 of the code.

12. With regards to section 4.2 of the code, Mr Friel denied that the property factors had applied interest or late payment charges to a disputed debt which had been accepted for investigation by the HOHP and referred to a committee. He denied that the property factors had raised court proceedings against the homeowner simply because he was intimating an intention to make a complaint to the HOHP. In any event the homeowner had been advising his intention to make a complaint for about 12 months prior to doing so. Mr Friel stated that he had communicated with the homeowner personally for some time and had made it clear throughout that he wished to avoid any court action or hearing before a committee and was hopeful that the parties could resolve their dispute. Mr Bryson explained to the committee at this time that a late payment charge had been applied to the homeowner's account but this had occurred around 4 weeks prior to the homeowner submitting an application to the HOHP.

13. It was denied by Mr Friel that the property factors had breached section 4.8 of the code. Rather it was his evidence that the property factors had made serious efforts to resolve matter with the homeowner prior to court action being taken. Mr Friel submitted that he had asked the homeowner what it was that he was seeking from the property factors to bring about a resolution to matters. Mr Friel directed the committee to the email exchanges between himself and the homeowner in support of this. The email of 12th January 2015 from the homeowner to Mr Friel read:

> *"I would like to make a proposal and would like you to give it some thought. I'm happy to settle my account in full providing the following conditions are met: 1. The management fees listed within invoice 1281430 are waived since it was the 5th error in 18 months and as compensation for my time and continuous effort in bringing these errors to your company's attention. 2. With regards to the management fee increase, I am personally willing to pay an increase in line with inflation and not the 5% previously levied. 3. There is an undertaking given by your company that the electric meter is read on a regular basis (at least once a year)? In financial terms,*

these are negligible but fair and reasonable in order to save us all a lengthy, protracted legal battle."

Mr Friel submitted that at this time he felt that parties were moving forward. He responded to the homeowner by email of 17th January 2015 in the following terms:

"Thank you for your email. 1. I am willing to agree this. A credit of £35.88 (£29.90 + VAT) will be applied to your account, leaving a balance of £465.11. 2. I am willing to agree this. All Owners fees will be reduced by 3%, or £0.90 per quarter the Feb 2015 account. As we bill quarterly in arrears the reduction takes effect from 29 Nov 2014. 3. I will not agree this as a contractual undertaking. It is the statutory obligation of the supplier to do at least once every 2 years. However, Louise Pollock has been taking periodic readings of the meters and she will continue to do so, at least once per annum, sending details of these to the supplier."

Mr Friel submitted that he had believed in good faith that parties had reached settlement and that the homeowner would now settle his account. However the homeowner failed to do so and began a separate email exchange with Louise Pollock, challenging the content of invoices from as far back as August 2014 which had not been raised in any of the communication with Mr Friel and were not, in his submission, part of the dispute. The response of Mr Friel was to send another email on 21st January 2015 requesting payment. The email was before the committee and read:

"Thank you for your email. This appears to be at odds with your previous agreement to settle your account, subject to my conceding the points you raised in your email of 12 January, which I duly did in my response of 17 Jan. Whilst I accept your right to query your account I am forming the view that the timing of these queries is a further attempt to frustrate the collection process. Your accounts are now significantly overdue and I have taken the decision that, should we not receive payment in full by close of business on Friday 23rd January, 2015, our credit control team will secure the debts due to us by registering a Notice of Potential Liability against your Title and then, if

required, to raise a formal small claims action for recovery of the debt. Serving a Notice of Potential Liability will incur charges of £90.00 incl VAT."

It was Mr Friel's evidence that the property factors had given the homeowner notice of an intention to bring legal action against him. He submitted that he had made it clear to the homeowner of the steps he would take if the agreement, which he believed had been made, was not honoured by the homeowner. Mr Friel advised that no payment was received on 23rd January 2015. A notice of potential liability was registered on 25th January 2015. In applying the notice, Mr Friel was recognising that the homeowner had had the opportunity to make payment but had chosen not to do so. On 28th January 2015, Mr Friel wrote to the homeowner in response to voicemail messages received from the homeowner. The email concluded with the following:

" … I do not wish matters to progress to the Small Claims Court, or indeed the Homeowner Housing Panel, but in this instance I do feel it might be best if a Sheriff makes a determination on whether our actions were reasonable…..I would like to make this final appeal to avoid this course of action by asking you to settle all costs due by you. Please let me know before close of business on Friday 30th January."

Mr Friel was happy to stand by his decision to pursue court action and to serve the notice. It was open to the homeowner to avoid the notice and to avoid court action by making the payment in line with the proposal he had made but he failed to do that. He had even been asked to do so on 28th January after the notice had been registered. Mr Friel advised the committee that he felt vindicated in his actions when the Sheriff had granted the property factors decree for payment.

14. Turning to the final part of the homeowner's complaint, Mr Friel denied any wrong doing on the part of the property factors as far as section 5.8 of the code was concerned. He explained that a valuation had been carried out in 2013.When a development is built, the insurance is

divested on the homeowner. Mr Friel referred to the relevant part of the deed of conditions which was before the committee. It read:

> *"The proprietor of each flat shall be bound to concur with the proprietors of the other flats in the same Block in keeping the flat and common subjects effeiring thereto constantly insured by Common Insurance Policies with a well established Insurance Company against all risks normally covered by a Comprehensive Householders Insurance Policy and covering without prejudice to the foregoing generality, the risks of property owners' and employers liability, fire, explosion, impact, lighting, storm or tempest, floor, bursting or overflowing of water pipes, tanks and apparatus, breaking of plate-glass, riot, civil commotion and malicious damage for full reinstatement value or against such other or additional risks as may from time to time be fixed at a meeting of the proprietors held as before provided for or as may be fixed by us and our successors until such meeting and the proprietors shall be liable inter se for payment of the annual premiums of the said Common Insurance Policies."*

Mr Friel submitted that the property factors interpreted this section of the deeds as meaning that the obligation for holding common insurance rested with the owners. In 2012 the homeowner raised a query with the property factors around insurance. He believed that he was over insured. He suggested that the property factors undertake a full revaluation of the property on behalf of the owners. The property factors did not believe that the deeds enabled them to do this but they wrote to the homeowners offering to carry out individual valuations of each property within the block. 25 of the 66 homeowners accepted the offer. The valuation confirmed the homeowner's suspicion, he was over insured. Mr Friel referred to the court action which the property factors had brought against the homeowner. During the course of the proceedings the Sheriff had made comments about the ways in which the property factors arranged insurance cover. Despite granting a decree in favour of the defenders, the presiding Sheriff had commented that the way in which the property factors arranged the common insurance policy was not in keeping with the terms of the Deed of Conditions. Having been made aware of the Sheriff's comments, the property factors reviewed their practice. They issued a letter to all owners at the block on 3rd February 2016 which read:

"Your Title Deed of Conditions makes no specific provision for insurance revaluations, and our view has been that the provision of our Written Statement applies. The Sheriff took the view, however, that it is within the control of the Factor, under the powers conferred to them under the deed, to instruct a revaluation of the property to determine the sum insured for the development….The BCIS index (Building Cost Information Service – RCIS) recommends that rebuilding costs are professionally checked at least every five years. As a consequence of the challenge raised by the homeowner, and the Sheriff's observations, we have no alternative other than to instruct a further valuation for the whole development and recharge the cost of this to the property owners as a common expense in accordance with the Deed of Condition….It is important to note that the valuation will determine the sums insured for respective blocks within the development, not individual flats."

Mr Friel submitted that, in this letter, the property factors showed what they intended to do and why they were doing it. The property factors responded to the Sheriff's comments by arranging to have the building revalued. The property factors had not intended for any of the homeowners to be over insured. The valuations were previously based on the home reports provided by the owners' solicitors. The figures were index linked and the insurance was based on the index linked figure.

Responses of the homeowner

15. The homeowner disagreed with the interpretation of the title deeds which had been made by the property factors. He drew to the attention of the committee a further section of the deeds which read: "the proprietors through the Property Managers shall also effect an insurance by a common policy in name of the Property Manager for behoof of the whole proprietors of the houses and flats against property owners liability arising from ownership of the subjects…" In his opinion the property factors had been wrong to suggest that responsibility for arranging insurance for the building rested with the homeowners.

16. When asked by the committee chair what he hoped to achieve from the hearing, the homeowner advised that he hoped to be vindicated by the committee finding the property factors to have breached the code. In addition, the homeowner wanted the notice of potential

liability removed by the property factors without any payment being incurred by him. Mr Bryson assisted the committee by explaining that the homeowner himself had to apply for removal of the notice. There would be a fee in the region of £60 for the notice to be removed and an additional administration fee of around £15.

Findings in fact

17. That the homeowner is the heritable proprietor of the property at, 26 Mortonhall Park Avenue, Edinburgh, EH17 8BP ("the property").

18. That the property factors are currently responsible for arranging and administering repair and maintenance of the common parts of the property.

19. That section 2.1 of the code places an obligation on the property factors to not provide information which is misleading or false.

20. That the letter of 13th November 2014 from the property factors to the homeowner identified a number of errors which had been made by the property factors in their service delivery and charges to homeowners.

21. That the property factors recognised the errors which had been made and rectified them.

22. That, in their letter of 13th November 2014, the property factors referred to having previously apologised to the homeowner for the various errors which had been identified.

23. That the errors had not been made intentionally by the property factors. Nor was there any evidence before the committee which showed that the property factors had deliberately misled the homeowner or knowingly provided information which was false.

24. That section 2.2 of the code places an obligation on the property factors not to communicate with homeowners in any way which is abusive or intimidating, or which threatens them (apart from reasonable indication that you may take legal action).

25. That it was a matter of agreement that there was a sum of money owing to the property factors which the homeowner was refusing to pay.

26. That the property factors instructed sheriff officers to recover the debt from the homeowner.

27. That, in error, the property factors instructed two separate firms of sheriff officers to recover the same debt from the homeowner.

28. That, Walker Love, sheriff officers, wrote to the homeowner on, 22nd January 2016.

29. That, BPO collections wrote to the homeowner on 25th January 2016.

30. That the property factors identified their mistake and issued a written apology to the homeowner under cover of letter of, 29th January 2016.

31. That the property factors had made a number of errors in their dealings with the homeowner but the emails and various pieces of correspondence before the committee was professional in its language and tone.

32. That there was no evidence of the property factors communicating with the homeowner in any way which the committee deemed to be abusive, intimidating, or threatening.

33. That there was no breach of section 2.2 of the code by the property factors.

34. That section 3.3 of the code places a duty on the property factors to provide homeowners in writing at least once a year a detailed financial breakdown of charges made and a description of the activities and works carried out which are charged for. In response to reasonable requests, you must also supply supporting documentation for inspection or copying.

35. That the evidence before the committee was that the property factors provided written invoices to homeowners at regular intervals with a breakdown of the costs of individual works. Upon request, specific invoices from tradesmen were produced to the homeowner.

36. That there was no evidence to support any breach of section 3.3 of the code by the property factors.

37. That section 4.2 of the code prohibits the property factors from applying interest or late payment charges to a disputed debt where a case is accepted for investigation by the homeowner housing panel and referred to a homeowner housing committee during the period that the committee is considering the case.

38. That the homeowner's application was received by the HOHP on 5th February 2016.

39. That, by minute of decision, dated 24th February 2016, a convener of the HOHP referred the application to a committee.

40. That the committee heard evidence from both parties on 27th May 2016.

41. That ,the evidence of Mr Bryson was that the property factors had applied a late payment charge to the account approximately 4 weeks prior to the date on which the application was submitted by the homeowner.

42. That the evidence before the committee revealed that a late payment charge had been applied to the homeowner's account by the property factors but this had been applied in advance of the homeowner submitting his application to the HOHP.

43. That there is no breach of section 4.2 by the property factors.

44. That section 4.8 of the code prohibits the property factors from taking legal action against a homeowner without taking reasonable steps to resolve the matter and without giving notice of the intention to do this.

45. That, by email of 12th January 2015, the homeowner made an offer of full payment to the property factors subject to 3 conditions.

46. That, by email of 17th January 2015, Mr Friel responded to the homeowner accepting 2 of the 3 conditions and offering assistance with the third.

47. That, in light of the terms of his response, Mr Friel believed that an agreement had been reached between the parties and that the homeowner would make payment.

48. That no payment was made by the homeowner.

49. That, by email of 21st January 2015, Mr Friel requested payment from the homeowner no later than 23rd January 2015, failing which, the property factors would register a Notice of Potential Liability against the homeowner's Title and then, if required, raise a formal small claims action in court for recovery of the debt.

50. That the content of the email of 21st January 2015 provided the homeowner with clear notice of the intentions of the property factors should payment not be forthcoming.

51. That a Notice of Potential Liability was registered against the homeowner's Title on 25th January 2015.

52. That it was reasonable for the homeowner to assume that the property factors would follow this by raising a formal small claims action in court for recovery of the debt in line with the content of the email of 21st January 2015.

53. That Mr Friel sent a further email to the homeowner on 28th January 2015 expressing his preference to not have to resolve matters before a small claims court or the HOHP.

54. That, by email of 28th January 2015, a further request for payment was made to the homeowner by Mr Friel to avoid any court action being taken.

55. That, there being no payment received, a small claims action for payment was raised against the homeowner at Glasgow Sheriff court.

56. That the property factors were granted a decree for payment.

57. That there is no evidence before the committee that the property factors took legal action against a homeowner without having first taken reasonable steps to resolve the matter and without giving notice of their intention to do this to the homeowner.

58. That there is no breach of section 4.8 of the code by the property factors.

59. That section 5.8 of the code places an obligation on the property factors to inform the homeowners of the frequency with which property revaluations will be undertaken for the purposes of buildings insurance, and adjust this frequency if instructed by the appropriate majority of homeowners in the group.

60. That the property factors had, until 2015, understood that the homeowners had responsibility for arranging the common insurance policy.

61. That the property factors now understood that the manner in which the common insurance policy had been arranged was not in accordance with the terms of the Deed of Conditions.

62. That the building had been completed in 2001.

63. That, the property factors did not arrange to have the property revalued until 2013.

64. That the property factors had identified that they had been mistaken to have adopted their earlier practice but they had now altered their practice and confirmed this with the homeowners, in writing.

65. That there was no evidence that the property factors had informed the homeowners of the frequency with which property revaluations would be undertaken for the purposes of buildings insurance.

66. That this was in breach of section 5.8 of the code.

67. That, notwithstanding this breach of the code, the committee does not intend to issue a Property Factors' Enforcement Order ("PFEO") in terms of Section 19 (1) (b) of the Act.

Reasons for decision

68. The homeowner revealed evidence of various errors on the part of the property factors in their operations. The property factors had recognised these and rectified them. The homeowner failed to show evidence of breaches by the property factors of sections 2.1,2.2, 3.3, 4.2 or 4.8 of the code.

69. In light of the property factors having now changed their practice to ensure that property revaluations are undertaken and that the homeowners are made aware of how frequently this will be done, the committee sees no reason to issue a PFEO. Had the committee issued an order, it would have requested that the property factors alter their practice to ensure

compliance with section 5.8 of the code. Given that the property factors have now done that, the committee sees no practical purpose to an order being made.

Appeals

70. The parties' attention is drawn to the terms of section 22 of the Act regarding the right to appeal and the time limits which apply. Section 22 provides that,

"(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."

.....Chair

AT GLASGOW ON 27th JUNE 2016