

Housing and Property Chamber
First-tier Tribunal for Scotland



Reference number: FTS/HPC/PF/25/0077

Re: Property at Flat 9, 2 Granton Park Avenue North, Edinburgh, EH5 1GW (“the Property”)

The Parties:

Mr John Beshir, Flat 9, 2 Granton Park Avenue North, Edinburgh, EH5 1GW (“the Applicant”)

Residential Management Group Scotland, RMG House, Essex Road, Hoddesdon, Hertfordshire, EN11 0DR (“the Respondent”)

Tribunal Members:

Legal Member: Andrew McLaughlin

Ordinary Member: Helen Barclay

Background

[1] By Application in Form C2, the Applicant seeks a determination that the Respondent has failed to comply with The Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors 2021 (“*The Code*”).

[2] The Respondent has submitted comprehensive written representations denying the allegations.

[3] The Application alleges a breach of a single paragraph of the Code.

“6.4 Where a property factor arranges inspections and repairs this must be done in an appropriate timescale and homeowners informed of the progress of this work, including estimated timescales for completion, unless they have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required. Where work is cancelled, homeowners

should be made aware in a reasonable timescale and information given on next steps and what will happen to any money collected to fund the work."

[4] The Applicant's concern relates to repairs required to the vinyl flooring on the communal stairs which have not been carried out. The Respondent's position is that they are well aware of this and have asked the residents for funding but have not been paid in advance and therefore have been unable to instruct the works at their own cost. The Application suggests that the Respondent ought to instruct the repairs and then invoice residents.

The Hearing

[5] The Application called for a Hearing at 10 am on 4 June 2026 at George House, Edinburgh. The Applicant was personally present. Ms Julie- Bruce Sinclair and Mr Danny Gallagher appeared on behalf of the Respondent. Neither party had any preliminary matters to raise. The Tribunal began hearing evidence from all parties and allowed each party to cross examine the evidence given. At the conclusion of evidence each party had the right to make closing submissions.

[6] The Tribunal comments on the evidence heard as follows. The issue in question turns out to be rather straightforward and uncomplicated.

The Applicant's Position

[7] The Property is situated in a block of flats approximately 12 years old. The Applicant moved into the Property in November 2022. The Applicant's concern relates to repairs required to the vinyl flooring on the communal stairs in his building which have not been carried out. The Applicant suggested that the Respondent ought to go ahead and instruct the necessary repairs and then invoice the residents. The Applicant's position was that the title deeds demanded that the Respondent act in this manner and he drew the Tribunal's attention to Paragraph 4.3 of the burdens section of his own land certificate which was to the effect of confirming that each proprietor should be liable for relevant common charges including future costs.

The Respondent's position

[8] The Respondent's position is that they are aware of the issues and have asked the residents for funding but have not been paid in advance and therefore have been unable to instruct the works at their own cost. As of January of 2025, only 42 per cent of the residents had contributed their share. The situation to date has not much improved. The Respondent had a contractor take urgent steps to ensure the stairs were safe by taping

the vinyl down to ensure they were not a trip hazard. The Application suggests that the Respondent ought to instruct the repairs and then invoice residents. The Respondent's position is that this would be incompatible with the terms of their own Written Statement of Services ("WSS"). The works required clearly fall within the scope of "Major Works" within that document and make clear that the Respondent needs to be put in funds prior to any works being undertaken. It also states clearly that the Respondent needs to be put in funds for any works in excess of £1,000.00. The Respondent's position is that it would be improper to invoice residents for works which have not been carried out and which they cannot force the residents to take forward. The Respondent described the efforts they have made to send all the residents a letter explaining the position.

[9] Having heard from parties, the Tribunal made the following findings in fact.

1. *The Applicant is the proprietor of Flat 9, 2 Granton Park Avenue North, Edinburgh, EH5 1GW.*
2. *The Property is in a building factored by the Respondent.*
3. *The vinyl flooring in the building is in need of repair.*
4. *The Respondent has correctly classed the repairs as major works within the meaning of their WSS.*
5. *The Respondent has correctly communicated the facts of the situation to the residents.*
6. *A majority of the residents have declined to put the Respondent in funds such that would allow the works to proceed.*
7. *The Respondent has therefore been unable to instruct the necessary repairs.*

Decision

[10] The Tribunal could find no fault in the Respondent's actions. They had dealt with the situation well. The Tribunal understands the Applicant's frustration that the stairs in his building are being left in a state of disrepair. But that is not the Respondent's fault. The Respondent has similarly been left in a difficult position because of the actions of the majority of residents.

"6.4 Where a property factor arranges inspections and repairs this must be done in an appropriate timescale and homeowners informed of the progress of this work, including estimated timescales for completion, unless they have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required. Where work is cancelled, homeowners should be made aware in a reasonable timescale and information given on next steps and what will happen to any money collected to fund the work."

[11] The Tribunal could find no breach of the above paragraph of the Code. The Respondent appeared to have complied with all aspects of the wording of the paragraph.

[12] The Tribunal refused the Application and declined to make a Property Factor Enforcement Order.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Legal Member/Chair

2 July 2026
Date