Housing and Property Chamber
First-tier Tribunal for Scotland

Decision of the First-tier Tribunal for Scotland Housing and Property Chamber issued under Section 19(1) of the Property Factors (Scotland) Act 2011 ("the Act") and The First-Tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016, in an application made to the Tribunal under Section 17 of the Act

Chamber reference: FTS/HPC/PF/17/0329

Re: Flat 33, Falcon House, 91 Morningside Road, Edinburgh EH10 4AY ('the property')

The Parties:

Mrs Ethel Thomson, residing at Flat 33, Falcon House, 91 Morningside Road, Edinburgh EH10 4AY ('the homeowner');

and

Places for People Scotland, incorporated in Scotland (Company registration Number 278428) and having its Registered Office at 1 Hay Avenue, Edinburgh EH16 4RW ("the property factor')

Tribunal members:

George Clark (Legal Member) and Mary Lyden (Ordinary Member)

Decision by the Housing and Property Chamber of the First-tier Tribunal for Scotland in an application under section 17 of the Property Factors (Scotland) Act 2011('the Act')

The Tribunal has jurisdiction to deal with the application.

The property factors have failed to comply with their duties under Section 14 of the Property Factors (Scotland) Act 2011 ("the Act") in that they have failed to comply with Section 6.6 of the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors.

The Tribunal proposes making a Property Factor Enforcement Order in respect of the failure by the property factors to comply with their duties under Section 14 of the Act.

The Decision is unanimous.

Introduction:

In this decision, the Property Factors (Scotland) Act 2011 is referred to as "the Act"; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors as "the Code of Conduct" or "the Code"; the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations as "the 2016 Regulations"; and the Housing and Property Chamber of the First-tier Tribunal for Scotland as "the Tribunal".

The property factors became a Registered Property Factor on 12 November 2012 and their duty under Section 14(5) of the 2011 Act to comply with the Code arises from that date.

The Tribunal had available to it and gave consideration to the application by the homeowner received on 24 August 2017 with supporting papers and the property factors' response, with productions, attached to an e-mail from their solicitors, Addleshaw Goddard LLP, dated 16 October 2017.

Summary of Written Representations:

The following is a summary of the content of the homeowner's application to the Tribunal:-

The Code of Conduct states that "Property Factors are responsible for ensuring that they conduct their business in a manner that complies with the relevant legislation in addition to the Act and the Code. In particular this covers duties imposed by legislation relating to...health and safety...and equalities". The homeowner's concern related to fire safety within the building in light of the recent tragic fire at Grenfell Tower in London.

A report prepared for the property factors by a consultant had included proposals for the replacement of the Fire Safety System. The homeowner stated that it was important that the Fire & Rescue Service should approve any system to be installed. A copy of the report had been forwarded to the Fire & Rescue Service, who had subsequently made two visits to Falcon Court. Following the second visit, they had e-mailed the property actors on 6 May 2016, advising that, as Falcon House was a privately owned complex, only the warden's office, dayroom, laundry, guest bedroom and escape routes from those parts required to

have a suitable fire alarm system fitted. The homeowner had not become aware of this e-mail until it was attached to a letter from the property factors dated 3 July 2017. She referred to a letter she had received from the Scottish Government dated 18 July 2017 which stated that fire drills were the responsibility of the building owner and that the building owner had confirmed that they regularly test the fire alarm and ensured that corridors and communal areas were kept clear. The homeowner contended that the property factors were the building owners.

The homeowner also pointed out that many owners within the development had severe visual, mobility and cognitive problems and, in the event of the fire alarm going off, many would not be able to evacuate the building by the stairs, as the lift returned to the ground floor and remained inoperative until the alarm was reset. The property factors had failed to carry out fire drills to confirm that owners understood the fire procedures issued on 14 June 2017.

The further complaints by the homeowner were that the property factors had failed to comply with Sections 3 (generally), 3.6b and 6.6 of the Code and had failed to carry out the Property Factor's duties.

Section 3: Financial Obligations

The homeowner referred to the opening paragraph of the Section, which states "Homeowners should know what it is they are paying for, how the charges were calculated and that no improper payment requests are involved". In a previous case involving the same property and the same parties (HOHP/PF/16/0022) the (then) Homeowner Housing Panel had required the property factors to undertake a review of their processes and confirm having carried out such staff training as they regarded as being necessary to ensure that accounting errors were kept to an absolute minimum. The homeowner contended that experience over the past year had shown that there were continuing accounting errors. In June 2016, the residents had been charged for "Service of emergency lights". When queried, it transpired that this had been charged to the incorrect development. Monthly car park cleaning had been contracted at a charge of £55.68 per month in 2016, due to litter blowing in from the charity shop bins situated behind the shops located on the street front of the development. The homeowner commented that this littering was prohibited by their title deeds, but that the relevant provision in the titles had not been enforced by the property factors. The company employed by the property factors to carry out this work had charged for cleaning twice in November 2016, namely 8 November and 22 November, but the property factors' manager at the development had been unable to confirm that the work was done on those dates. Despite raising this issue with the property factors, the residents had been charged £111.36 for each of December 2016, January, February and March 2017.

The homeowner also stated that VAT had been wrongly deducted by the property factors from Guest Room payments in Invoices dated 28 October 2016 and 31 January 2017. This had been acknowledged by the property factors and was credited to the factoring Invoice of 4 May 2017, but it appeared to demonstrate a failure in the property factors' accounting system.

The property factors' manager had deposited the sum of £197.50, which was laundry income, at the Post Office on 1 December 2016, but this had not been credited in the residents' Invoices. It appeared that this sum had "gone missing" from Falcon House funds. The monthly charges for the lift telephone had risen from an average of £16 from November 2015 to May 2016 to an average of £39 from June 2016 to February 2017. The property factors had said at a meeting on 20 April 2017 that they would try to see the BT invoices, but there had been no response to date.

Section 3.6b of the Code of Conduct states that "In situations where a sinking or reserve fund is arranged as part of the service to homeowners, an interest-bearing account or accounting structure must be used for each separate group of homeowners". This Section applies where the property factor is a Registered Social Landlord rather than a private sector property factor. The homeowner referred here to the fact that the Falcon House Cyclical Fund was being held in a ledger account with those of other properties, as was confirmed by the property factors. The homeowner stated that £3,625 from the sale of Flat 15 had been remitted by selling solicitors to the property factors in December 2015, in accordance with the provisions of the title deeds. This sum was not shown in the closing balances as at 31 January or 29 February, although it was included in the closing balance as at 31 March 2016. In their letter of 27 March 2017, the property factors had acknowledged that they had received this sum on 11 December 2015 and had agreed to pay interest from that date to 15 March 2016, when it had been credited to the Cyclical Fund. The executor of the late owner of Flat 15 had been distressed by the fact that other owners believed that she had failed to observe the title deeds on the sale of her mother's flat and it had taken until 27 July 2017 for the property factors to confirm that the money had been received in December 2015.

The homeowner then referred to the sale of Flat 14 in November 2015. The property factors, as was evidenced by an e-mail from them to the selling solicitors of 24 August 2015, had dealt with the matter of apportionment of factoring charges, but had not included a reminder of the requirement to pay a proportion of the sale proceeds into the Cyclical Fund. In the event, this sum had never been paid and the property factors had admitted that they had not requested the contribution to the Cyclical Fund until April 2016. This had resulted in a loss to the fund of approximately £3,500.

Section 6.6 of the Code of Conduct states that "If applicable, documentation relating to any tendering process (excluding any commercially sensitive information) should be available for inspection by homeowners on request." The homeowner stated that, in March 2017, the property factors had issued a quote of £1,513.34 from Tony Gallagher Construction ("TGC") to replace 56 light bulbs in corridors. The owners had refused to accept it and had asked for 2 further quotes. A second quote from TGC had then been issued for £975.74 for the same work, but no other quotes had been received by the Falcon Court Committee. The Committee had asked to see the evidence as to why TGC had been appointed, but this had not been made available to them. The homeowner had not been aware until 27 July 2017, when the property factors sent their response to the Stage 2 complaint, that the property factors had in fact not appointed TGC to carry out the work and had instead used their in-house Property Maintenance Department to replace the bulbs at a cost of £700.52. The homeowner's view was that the property factors should have substantiated their rejection of the complaint by providing evidence of 3 dated quotes for the work.

The homeowner's view was that if the staff training required by the Homeowner Housing Panel in the Property Factor Enforcement Order made following a previous complaint by the homeowner had been undertaken, it was inadequate, as the same issues which had concerned the Panel had been repeated in the past year. The only acceptable solution was for the Falcon House Cyclical Fund to be held in a separate bank account, with authority for the Chairman of the Falcon House Management Committee to receive regular bank statements.

Property Factor's Duties. The homeowner did not offer separate evidence in relation to her complaint that there had been a failure to carry out the Property Factor's duties, but referred again in the application to having been charged for work in another property, remedial work on a substandard contract and unauthorised work, to the fact that the Cyclical Fund was held in a ledger account with funds for other properties, a failure to comply with Burden (Eleventh) in the title deeds (the requirement to pay a proportion of the sale price of Flat 14 into the Cyclical Fund) and the failure to provide 3 quotes for the replacement of the light bulbs in the corridors.

The following is a summary of the property factors' written representations to the Tribunal, submitted by Addleshaw Goddard LLP:

With regard to fire safety procedures, the homeowner had expressed concern that the current Fire Safety policy was inadequate, but she had not specified the reason why there had purportedly been a breach of the factor's duties or the factor's duty under Section 14 of the Act. She had also not explained why there had been a purported breach of the factor's duties under any other legislation or guidance. Accordingly, the allegations were irrelevant

and formed no basis for an application to the Tribunal under Section 17(1) of the Act. The question for the Tribunal was whether or not the property factors had complied with their duties under Section 14. Fire safety did not fall within the scope of the current Code of Conduct.

A fire risk assessment had been carried out and the current policies and procedures had been put in place in furtherance of that assessment. The property factors had called the Fire Service to discuss the current arrangements and arrange for a site visit, but the Fire Service had declined on the basis that there was already a Fire Risk Assessment in place and that the Fire Service would not change this. The productions of the property factors included the current Fire Action Plan. Accordingly, there was no legal or factual basis for stating that the property factors had failed to comply with any of their duties or their duty under Section 14 of the Act.

Section 3: Financial Obligations

The property factors had accepted that £54 had been incorrectly charged to the homeowner in respect of works carried out in another property, but the sum had been refunded on the invoice of 4 May 2017, which had identified the error and provided an explanation. The property factors' duty under Section 3 of the Code of Conduct was to have in place procedures for processing refunds and to be able to explain to residents why such refunds were being made. These processes were in place and therefor ether had been no breach of the property factors' duties.

The homeowner had alleged that residents had been charged for an incident in December 2016 where the cleaning was deemed to be unsatisfactory by the property factor and the cleaner had had to remedy the situation. This was factually incorrect. The residents had not been charged for the revisit by the cleaner.

There had also been an allegation that the car park had been cleaned too frequently for a period and that the additional cleaning had been required as a result of the property factors' failure to enforce Clause Ninth of Burden D1 in the Land Certificate. The allegation appeared to be that the property factors ought to have prevented the proprietors in the shops from using the space outside the properties to store refuse, which had led to refuse being distributed around the car park and additional cleaning being required. The property factors had no positive duty under Clause Ninth to prevent the proprietors of the shops from storing refuse on the ground outside the properties. Clause Ninth imposed that positive duty on the shop proprietors only and no such obligation was placed on the property factors by Section 14 of the Act or by the Code of Conduct. Accordingly, the points made by the homeowner were irrelevant.

The homeowner had alleged that the lift maintenance charges were excessive, but had accepted that the matter had been investigated by the property factors once they were made aware of the issue. The homeowner's complaint was that the property factors had responded "properly" but not "promptly". This did not constitute a breach of the Code of Conduct and therefore the homeowner's submissions on this point were irrelevant.

The homeowner had alleged that on an invoice dated 4 May 2017, a number of refunds had been processed in relation to VAT payments that had been invoiced on 29 July 2016. This was not a breach of Section 3 of the Code of Conduct and the homeowner's submissions on this point were irrelevant. The property factors' duty was to have in place procedures for processing refunds and to be able to explain to residents why such refunds were being made. The homeowner's own explanation of the allegation demonstrated that these processes were in place.

Section 3.6b. The homeowner had alleged that the property factors were under a duty to hold the funds for each group of homeowners in a separate account and that the failure to do so was a breach of Section 3.6b of the Code of Conduct. The property factors stated that the same allegation had been made by the homeowner in her application to the Homeowner Housing Panel under reference HOHP/PF/16/0022. That complaint had not been upheld and it had been decided that there had been no breach of Section 3.6b of the Code. The same arrangements remained as were in place at the time of the previous application, so there was no breach of Section 3.6b of the Code.

The homeowner had alleged that statements relating to the Cyclical Fund had failed to show the proceeds of £3,625 received following the sale of Flat 15 in November 2015 and that the fund had lost out on interest that ought to have been applied to that sum since that date. The property factors accepted that the funds had been wrongly allocated by the property factors to the owner's account. The property factors had realised that the funds ought to have been posted to the Cyclical Fund and this had now been done. In their letter of 27 July 2017, the property factors had explained that this had been done and that steps were being taken to apply to the fund the interest that would have accrued during the relevant period. That figure was estimated at £0.94. As steps had been taken by the property factors to remedy this oversight and an explanation had been provided to the homeowner upon request, there had been no breach of the Code of Conduct. The property factors had carried out to a reasonable standard their duty to have in place procedures for processing refunds and being able to explain to residents why such refunds were being made.

The homeowner had alleged that the property factors had a duty to collect sums due from selling proprietors in terms of Clause Eleventh of Burden D1 applicable to the property and, in particular, that they had failed to recover the payment of the sum that ought to have been paid to the Cyclical Fund on the sale of Flat 14. The contention of the property factors

was that Clause Eleventh of Burden D1 is not enforceable under the Title Conditions (Scotland) Act 2003. The property factors had sought legal advice on this and had provided a full explanation to the homeowner and the other residents by letter dated 3 February 2017, which enclosed a copy of the legal advice they had obtained. Further, even if it was an enforceable burden, Clause Eleventh placed no such duty on the property factors who, carrying out the role of Castle Rock Housing Association for this purpose were empowered but not obliged to collect any such funds. Accordingly, there had been no breach of any duty of the property factors under Clause Eleventh of the burdens applicable to the property, Section 14 of the Act or any part of the Code of Conduct.

Section 6.6. The allegation was that 3 quotes for work relating to replacement of light bulbs had not been obtained by the property factors. After receiving the quote from TGC for £1,513.74, the property factors had taken the view that it was too expensive and had sought other quotes. In the end, they had instructed their own in-house Property Maintenance Department to carry out the work at a cost of £700.52. This had already been explained to the homeowner in full, including in the letter dated 27 July 2017. The homeowner had acknowledged this in her application. The homeowner had failed to demonstrate any legal or factual basis for the allegation that the property factors had failed to carry out their duties to a reasonable standard or that they had failed to comply with their duty under Section 14 of the Act. Accordingly, the property factors had complied with their duties to a reasonable standard under Section 6 of the Code of Conduct.

Property Factor's Duties. The property factors contended that no legal or factual basis was stated in the application in support of the homeowner's submission that the property factors had failed to carry out their duties.

The Hearing

The Parties had agreed that the matter should be determined on the basis of their written representations, so they were not present or represented at the hearing which took place on the morning of 11 December 2017 at George House, 126 George Street, Edinburgh EH2 4HH. The Tribunal members were content to accede to the parties' agreement that an oral hearing was not necessary.

The Tribunal makes the following findings of fact:

- The homeowner is the owner of the property at Flat 33, Falcon House, 91 Morningside Road, Edinburgh EH10 4AY, part of a block of flatted dwelling houses erected by the Miller Group Limited for Lothian Homes in 1987/1988, with shops on

the ground floor and retirement flats and communal facilities applicable to a retirement complex on the upper floors.

- The Deed of Declaration of Conditions recorded by Lothian Homes on 3 June 1987 relates to the block of shops and flats 85 to 95 Morningside Road, of which the property forms part.
- Clause (ELEVENTH) of the Deed of Declaration of Conditions provides that the administration of dealing with the upholding and maintenance, re-erection and restoration of the common parts of the retirement complex shall be conducted through the medium of Castle Rock Housing Association Limited, the cost of whose services will be met equally by the respective proprietors of the flats.
- The property factors, in the course of their business, manage the common parts of the development of which the Property forms part. The property factors, therefore, fall within the definition of "property factor" set out in Section 2 (1)(a) of the Property Factors (Scotland) Act 2011 ("the Act")
- The property factors' duties arise from a written Statement of Services, a copy of which has been provided to the Committee.
- The date from which the property factors' duties arose is 1 October 2012.The property factors were under a duty to comply with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors from the date of their registration as a Property Factor.
- The date of Registration of the property factors was 12 November 2012.
- The homeowner has notified the property factors in writing as to why she considers that the property factors have failed to carry out its duties arising under section 14 of the Act.
- The homeowner made an application to the tribunal, received on 24 August 2017, under Section 17(1) of the Act.
- On 28 August 2017, a Convener with delegated powers decided to refer the application to a tribunal. This decision was intimated to the parties by letter dated 12 September 2017.

Reasons for the Decision

The Tribunal considered the application, with its supporting papers and the written representations of the property factors. The Tribunal made the following findings:

1. The Tribunal was of the view that the element of the application relating to the fire alarm system and fire drills did not indicate a failure by the property factors to comply with a particular numbered Section of the Code of Conduct, so the tribunal was unable to consider it further. The Code of Conduct does not cover fire safety which, as set out in the letter of 18 July 2017 from the Scottish Government to the homeowner, is the responsibility of the building owner. The implication in that

letter that the property factors were the building owners is completely incorrect. The common parts of the development of which the property forms part are owned in common by the proprietors of the flats and shops and, of course, the flats and shops themselves are individually owned. Accordingly, any obligation on the property factors to hold fire drills would require to be contained within their Written Statement of Services. The Written Statement of Services does not contain any such provision.

2. The Tribunal reaffirmed the view taken by the Homeowner Housing Panel in the previous application by the homeowner (HOHP/PF/16/0022) that there is no requirement under the Code of Conduct for the property factors to hold floating funds relating to the Falcon Court development, of which the property forms part, in a separate account. The property factors are registered social landlords and Section 3.6b of the Code of Conduct states that an interest-bearing account **or accounting structure** (the Tribunal's emphasis) must be used for each separate group of homeowners. The Tribunal was of the view that the property factors might consider whether in this particular instance, given the issues that had arisen in at least 2 applications before the Tribunal and the Homeowner Housing Panel, they should hold the funds in a separate account, as they might find it good practice and make it easier to deliver the service. The failure to recognise in closing balances in January and February 2016 the receipt of a proportion of the sale price of Flat 15 was a particular example of the difficulties faced by the homeowner and other residents in reconciling the Cyclical Fund. The Tribunal accepted that this sum had been accounted for in March 2016 and that the property factors had agreed to credit the fund with the interest that would have been earned on this sum in the 3 month period since receipt, so did not uphold the homeowner's complaint that this constituted a breach of Section 3 of the Code of Conduct, but was of the view that the situation would have been less likely to arise, had the Falcon Court Cyclical Fund been retained in a separate account. The Tribunal accepted, however, that the wording of Section 3.6b of the Code of Conduct meant that the property factors were not under any obligation to maintain such a separate account.

The Tribunal noted that the property factors had made an accounting error in applying a charge which related to another development, but accepted that this had been corrected when the error had been discovered. The Tribunal also noted the further error in relation to the VAT treatment of Guest Room income, but was satisfied that this had been corrected by the property factors within a reasonable time frame. The Tribunal was concerned that questions were still arising regarding the quality of the property factors' accounting procedures and practices, despite the review which had followed upon the earlier determination of the Homeowner

Housing Panel. The Tribunal accepts that no system is perfect and that occasional lapses are excusable, provided they are remedied quickly when they are discovered. The homeowner had questioned whether the cleaning of the car park had been carried out on the dates specified in invoices, but the Tribunal accepted the statement in the property factors' letter of 27 July 2017 that the property manager would not always see when contractors were on site and that when contacted, the contractors had confirmed that they had attended on the relevant dates. The Tribunal did not consider the actions of the property factors in requesting 2 cleans of the car park in the winter months to be unreasonable.

The Tribunal accepted the view stated by the property factors that they were not under any obligation to take action to enforce compliance by the shop proprietors with the provisions of the Deed of Conditions in regard to the depositing of waste in the car parking area.

The homeowner had alleged that £197.50 of laundry income had been deposited at the Post Office on 1 December 2016, but did not show up in the accounts. This point had not been addressed in the property factors' written representations, but no evidence, such as proof of the deposit having been made, to support the allegation had been provided by the homeowner, so the tribunal was unable to uphold that element of the complaint.

The Tribunal noted the complaint made by the homeowner relating to the increases in the charges for the lift telephone, but accepted that, in an e-mail of 15 August 2017 to the homeowner, the property factors had advised that the lift engineers had made changes to the autodialler, that this would be monitored for a couple of weeks, appropriate action would be taken if the findings were that the autodialler had been faulty and that the property factors had diarised to ask for a breakdown of the costs for the lift telephone line on 14 September 2017. It was, therefore, premature for the homeowner to include this matter in the application, which had been made prior to that date.

Accordingly, the Tribunal does not uphold the complaints under Sections 3 (generally) or 3.6.b of the Code of Conduct.

3. The property factors, in their written representations, confirmed that they had obtained a quote from TGC for work involving the replacement of light bulbs. They had taken the view that £1,513.74 was too expensive and sought other quotes and in the end had instructed their own in-house Property Maintenance Department to carry out the work at a cost of £700.52. This, they said, had already been explained to the homeowner in full, including in their letter to the homeowner dated 27 July

2017. In that letter, the property factors stated that they had obtained 3 quotes. Accordingly, the Tribunal held that a competitive tendering process had been undertaken. Consequently, the question for the Tribunal to consider was whether the property factors had complied with the requirement of Section 6.6 of the Code of Conduct to make available to the homeowner the documentation relating to the tendering process. The homeowner had stated in the application that it was the Falcon House Committee which had refused to agree to the initial quote from TGC and had insisted on 2 further quotes being obtained before making a decision. The Tribunal noted that this was intimated to the property factors in an e-mail dated 16 March 2017, which was amongst the supporting papers lodged with the application. The original quote was dated 10 March 2017. The homeowner had stated that the Falcon House Committee had seen the revised, lower, quote from TGC at £975.74. This quote, which is amongst the supporting papers, also purports to be dated 10 March 2017, but the Tribunal held that it must have been issued after the property factors received the e-mail of 16 March 2017. The homeowner stated in the application that no other quotes had been received by the Committee. Accordingly, the Committee had asked to see evidence as to why TGC had been appointed, but this had not been made available to them. It was only when the homeowner received the property factors' letter of 27 July 2017 (the Stage 2 response to her complaint) that she learned that the property factors had not in fact appointed TGC, but instead had instructed their in-house Property Maintenance Department to carry out the work. The property factors had said in that letter that they were enclosing a quote from SCS, but it had not been enclosed. Accordingly, the homeowner and the Committee had not seen 3 quotes for the work. They had only seen quotes from one company.

The Tribunal accepted the submissions of the homeowner on this issue and held, on the balance of probabilities, that the SCS quote had not been enclosed with the property factors' letter of 27 July 2017 and that the residents had not been provided with that quote or one from the property factors' in-house Property Maintenance Department. The Falcon Court Committee had made it clear in their e-mail of 16 March 2017 that they required to see 2 further quotes before making a decision and it appeared to the Tribunal unlikely that, late in March 2017, they would have entertained a quote from SCS, when they had already dispensed with their services in relation to car park cleaning with effect from 31 March. The Tribunal accepted that the ultimate cost to the residents was considerably lower than the TGC quote, but held that the property factors had not made available either the SCS quote or the one that was eventually accepted. Indeed, it appeared that the homeowner had only been made aware from the letter of 27 July of the existence of any further quotes.

Accordingly, the tribunal upholds the complaint in respect of Section 6.6 of the Code of Conduct.

4. The homeowner offered no separate evidence that the property factors had failed to carry out the property factor's duties and the Tribunal was satisfied that the specific issues she had listed in the application related to the Code of Conduct.

   Accordingly, the Tribunal does not uphold the complaint that the property factor has failed to carry out the property factor's duties under Section 14(1) of the Act.

5. The Tribunal was of the view that the failure of the property factors to comply with Section 6.6 of the Code of Conduct had caused inconvenience and distress to the homeowner and determined that the proposed Property Factor Enforcement Order should require the property factors to pay the homeowner the sum of £100 by way of compensation.

6. **The Tribunal proposes to make a Property Factor Enforcement Order, as detailed in the accompanying Section 19(2) Notice.**

7. **Appeals**
8. *The parties' attention is drawn to the terms of section 22 of the 2011 Act regarding their right to appeal and the time limit for doing so. It provides*
9. *"(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 date on which the decision appealed against is made ... "*

George Clark

Chairperson Signature . ..... Date 11 December 2017