

Housing and Property Chamber First-tier Tribunal for Scotland



First-tier tribunal for Scotland (Housing and Property Chamber)
("the tribunal")

Decision: Property Factors (Scotland) Act 2011 ("the 2011 Act"), Section 23(1)

Chamber Ref: FTS/HPC/PF/18/0132

3B Ramsay Garden, Edinburgh, EH1 2NA
("The Property")

The Parties:-

Mr M A Christopher Lee and Mrs Catherine Lee, 231 Sackett Street, Brooklyn,
New York, 11231, USA
("the Homeowners")

Mr R C Matthew Lee, 3B Ramsay Garden, Edinburgh, EH1 2AB
("The Homeowners' Representative")

Factotum Scotland Limited, 63 Dublin Street, Edinburgh, EH3 6NS and 5
Hillside Crescent Edinburgh EH7 5DY
("the Property Factor")

Tribunal Members:
Susanne L M Tanner QC (Legal Member)
Andrew Taylor (Ordinary Member)

DECISION

1. The tribunal decided that the Property Factor has failed to comply with a Property Factor Enforcement Order ("PFEO") made by the tribunal on 25 March 2019, in respect of **orders 3.1.1, 3.1.4, 3.1.8 and 3.2.2.**
2. The tribunal decided that the Property Factor has complied with the PFEO, **orders 3.1.2, 3.1.3, 3.1.5, 3.1.6, 3.1.7, 3.2.1, 3.2.3, 3.3 and 3.4.**
3. The tribunal decided that the Property Factor did not require to take any action in relation to **order 3.2.4.**
4. The tribunal will serve notice of the failure on the Scottish Ministers.

5. The tribunal's administration will report the Property Factor to Police Scotland for investigation of a potential criminal offence in terms of Section 24 of the 2011 Act.
6. The decision of the tribunal is unanimous.

STATEMENT OF REASONS

7. Property Factor Enforcement Order ("PFEO")

7.1. The tribunal made a PFEO on 25 March 2019 in terms of Section 19(3) of the 2011 Act, requiring the Property Factor to execute specified actions and make specified payments to the Homeowner, within the period of 60 days of intimation of the PFEO, as follows:

"3.1 Produce and exhibit to the tribunal, the Homeowners and the Homeowners' Representative:

3.1.1 a Written Statement of Services for the Tenement which complies with Section 1 of the Code of Conduct.

3.1.2 a written procedure to consult with homeowners in the Tenement and the adjoining building to seek their written approval before providing work or services which will incur charges or fees in addition to those in the core service, in accordance with Section 2.4 of the Code of Conduct.

3.1.3 A full list of contact details for the proprietors of all of the properties in the Tenement and the adjoining building, where known to the Property Factor, including correspondence addresses, telephone numbers and email addresses, if applicable.

3.1.4 A detailed financial breakdown of charges made for the period since the Homeowners purchased the Property to date and a description of the activities and works carried out which were charged for, together with supporting invoices and documentation where applicable.

3.1.5 A written debt recovery procedure which complies with Section 4.1 of the Code of Conduct.

3.1.6 A written procedure that allows homeowners in the Tenement to notify the Property Factor of matters requiring repair, maintenance or attention, which complies with Section 6.1 of the Code of Conduct.

3.1.7 *Written confirmation and evidence that the out of hours emergency number has been clearly indicated on the factoring page of the website to be available for the use of homeowners to notify the Property Factor of an emergency.*

3.1.8 *A clear, written complaints resolution procedure which sets out a series of steps, with reasonable timescales linking to those set out in the written statement, which the Property Factor will follow, including how the Property Factor will handle complaints against contractors.*

3.2 *In relation to the common guttering problem:*

3.2.1 *Obtain and produce copies of three competitive quotations for remedying the guttering problem on the Tenement containing the Property and properties 3/1, 3/2 and the adjoining building containing 4, 5 and 6 Ramsay Garden, taking into account the recommendations of Mr Douglas McDonald Dip BS MRICS, Surveying Solutions Limited, Chartered Building Surveyors, in his Report dated 10 April 2018, para 1.1 and 1.4 (or taking into account any alternative recommendations made in a fresh report from a qualified building surveyor instructed at the expense of the Property Factor, which Report, if obtained, shall also be produced to the tribunal);*

3.2.2 *Provide the three quotations to all relevant owners in the Tenement (the Property, 3/1 and 3/2) and in the adjoining building (4, 5 and 6 Ramsay Garden), for consultation on the proposals and quotations in accordance with the written process for consultation as referred to in 3.1.2, above;*

3.2.3 *Request a mandate from the owners in the properties in the Tenement and the adjoining building in accordance with the Deeds of Conditions for the Tenement and the adjoining building and / or the default tenement management scheme if applicable.*

3.2.4 *In the event of a vote of the appropriate number of owners that the work should proceed and one of the quotations should be accepted, instruct the agreed works, in-gather funds from the owners and instruct the works, providing a timescale in writing.*

3.3. *Pay to the Homeowners or the Homeowners' Representative £750.00, as a contribution towards the cost of the fee paid to Douglas McDonald, Surveying Solutions in respect of his inspection and Report; and provide documentary evidence of said payment.*

3.4 Pay to the Homeowners or the Homeowners' Representative £250.00, for the Homeowners' and Homeowners' Representative's time, distress and inconvenience; and provide documentary evidence of said payment."

5.3. The PFEO was intimated to parties on 26 March 2019.

5.4. The period for the actions to be executed and payments to be made was 25 May 2019.

6. Representations from parties

6.3. The tribunal's administration contacted parties and provided pro forma letters for completion by parties, relative to compliance or otherwise with the terms of the PFEO; and invited parties to submit any requests to vary or revoke the PFEO.

6.4. On 3 May 2019 the Property Factor returned a completed pro-forma letter to the tribunal's administration stating that the actions required in the PFEO had been completed by the Property Factor. He stated that he was at that time awaiting the third estimate to be provided (relative to the common guttering). He submitted written representations and a corresponding bundle of documents. Amongst the documents was a copy of a letter dated 2 May 2018 to the owners of 3, 3a, 3b, 4, 5/1 to 5/8 and 6 Ramsay Garden, within which the Property Factor criticised the Homeowners' Representative and his actions in making an application to the tribunal; and criticised the tribunal system stating that it takes no consideration of the consequences, views or majority wishes of other owners.

6.5. The Property Factor's submission was sent to the Homeowners' Representative.

6.6. On 13 May 2019 the Homeowners' Representative indicated that he required some time to consider the Property Factor's submission due to its size. The Homeowners' Representative stated that he took issue with the Property Factor criticising him and partially misinforming owners on certain aspects of the gutter repairs. The Homeowners' Representative also advised that the Property Factor had provisionally resigned.

6.7. On 20 May 2019 the Homeowners' Representative sent an enquiry to the tribunal's administration. It was not a direct response in relation to the tribunal's request to parties to state their position regarding compliance or otherwise with the terms of the PFEO. The tribunal's administration sent an email to the parties stating that it is for the tribunal to decide in terms of the

2011 Act whether the Property Factor has complied with the terms of the PFEO, which has still to be determined, but not oversee the way in which the Property Factor conducts its duties more generally. Both parties were asked to confirm their position as regards compliance with the financial matters ordered in the PFEO as that had not been addressed in their written responses. Both parties were also advised that compliance or otherwise with the PFEO may be determined on the basis of written representations already lodged or a hearing might be fixed and that if so, the tribunal would notify parties.

- 6.8. On 28 May 2019 the Property Factor sent an email attaching the results of a vote of the owners not to undertake alteration to the gutter and downpipe on Nos 3, 3a and 3b, 4, 5 and 6 Ramsay Garden.
- 6.9. On 3 June 2019 the Property Factor sent an email stating that he provided information (about the financial orders) in the form of invoice 90257 in his original bundle, stating that the two lines on that invoice account for the PFEO ruling. He made a further criticism of the tribunal process. The email was sent twice by the Property Factor at 15.21 and 16.09.
- 6.10. On 4 June 2019 the Property Factor sent an email to the tribunal's administration stating a concern that the tribunal is withholding information from him. He stated that there had been repeated requests for information which had been provided. He stated that he has provided all the information that is available.
- 6.11. On 4 June 2019 the Homeowners' Representative sent an email to the tribunal stating that in his opinion the Property Factor was not acting in the spirit of the Tribunal's findings and criticising the way in which the Property Factor had communicated with the other owners in the development.
- 6.12. On 5 June 2019 the Homeowners' Representative sent an email to the tribunal forwarding an email he had received from Mr Boisseau of the Property Factor on 5 June 2019 at 15.27. The purpose of providing the email was said to be to demonstrate the ongoing behaviour of the Property Factor and the Homeowners' Representative stated that Mr Boisseau had made false or misleading statements within his correspondence, which were outlined.
- 6.13. On 10 June 2019 the Homeowners' Representative sent five emails to the tribunal, with attached documents, some of which correspondence was relevant to the question of compliance or otherwise with orders in the PFEO; and some of which was not directly relevant to the question of compliance or otherwise with orders in the PFEO and related to the parties' relationship

more generally. The Homeowners' Representative's 10 June correspondence, with attachments, was intimated to the Property Factor.

- 6.14. On 24 June 2019 the tribunal sent a request to both parties for identified information which was missing from the parties' submissions on compliance or otherwise with the PFEO, as follows:

"The tribunal requested parties' submissions in relation to whether or not there has been compliance with the terms of the PFEO and a deadline was set. That deadline has passed.

Both parties have submitted written submissions and documents, some of which is relevant to the question of compliance with the PFEO and some of which is not relevant and/or outwith the jurisdiction of the tribunal and/or raises new matters. The tribunal has no power to consider the parties' ongoing relationship and no material relating to new matters should be submitted to the tribunal as it cannot be considered in relation to this Application in which a decision has already been reached and a PFEO has been issued.

The tribunal only has power at this stage to determine whether or not there has been compliance with the PFEO and if so, to take steps thereafter, as provided for in the legislative provisions.

Although the deadline for parties' submissions has already passed, the tribunal has identified certain pieces of information which are referred to but are missing from parties' submissions. The tribunal therefore requires parties to provide the following information to be submitted by parties in order that the tribunal can assess compliance or otherwise with the terms of the PFEO:

(1) From the Property Factor:

The Property Factor in his written submissions has made reference to Invoice 90257 which is said to be part of his submission. The invoice has not been received by the tribunal's administration. It should be Attachment 13. However, attachment 13 is a non-relevant Invoice (84689) to the Homeowner. Please provide Invoice 90257 if you wish its terms to be considered.

(2) From the Homeowner's Representative:

The Homeowner's Representative in his e-mail of 10th June states that he has commented on the financial aspects of the PFEO in a separate e-mail. The tribunal's administration has not received a copy of another email which relates to the financial aspects, so the tribunal does not know the Homeowner's Representative's views on compliance or otherwise with the

financial aspects of the PFEO. The Homeowner's Representative should submit any written submissions he wishes to be considered in relation to compliance or otherwise with the financial aspects of the PFEO.

(3) From both parties:

The Property Factor indicates that he has complied with financial orders in the PFEO by allowing a credit on the Factoring Invoice when the terms of the order provide that the Property Factor shall make payment to the Homeowner or the Homeowner's representative. Both parties are asked for their submissions about whether this meets the financial orders in the PFEO.

- 6.15. Parties were requested to provide the information by 10 July 2019 and advised that after that date the tribunal would consider whether or not there has been compliance with the terms of the PFEO.
- 6.16. Parties were requested not to submit any other irrelevant information in response to this request, as it will not be considered by the tribunal in reaching its decision on compliance or otherwise with the terms of the PFEO.
- 6.17. Parties were also advised *"that they may also wish to consider the terms in which they refer to the tribunal and its decisions/orders in their correspondence with the tribunal's administration, the other party and other homeowners at the development. In particular, the Property Factor has made an allegation that the tribunal's administration is "withholding information" although the factual basis of the allegation is not clear. If the Property Factor wishes to make any such complaint (or any other complaint about the tribunal or its administration) this should be made through the proper procedure, details of which can be found on the Housing and Property Chamber website. If the Homeowner's Representative wishes to make another application to the Housing and Property Chamber about new matters, guidance and forms can be found on the Housing and Property Chamber website."*
- 6.18. On 26 June 2019 the Homeowners' Representative sent an email to the tribunal's administration stating that he could not locate his email of 10 June 2019 regarding financial aspects. He attached a copy of an invoice dated 12 October 2017, which was not directly relevant to the orders in the PFEO. The Homeowners' Representative stated that he has withheld all payments to the Property Factor since 2018/2019, pending an explanation of the invoice and other matters. He further stated that while he has not received cheques from the Property Factor in accordance with the PFEO, he has no objection to not receiving cheques and instead offsetting such amounts he owes the Property Factor against the amounts ordered. The Homeowners' Representative stated that he did not consider that he had raised new matters in his correspondence (since the PFEO was made and

intimated) and asked the tribunal to take into account all of his correspondence.

6.19. On 28 June 2019 the Property Factor sent a reply to the tribunal's above email of 26 June 2019. He attached invoices. He invited the tribunal to treat the two credits on the Homeowners' invoice 90257 as payments in terms of the PFEO. The Property Factor advised that he was resigning as Property Factor of the development in August 2019. He further criticised the tribunal process for "*scant consideration being afforded to the majority of the owners*".

6.20. No further written submissions were received from either party prior to 10 July 2019.

7. Decision in terms of Section 23 of the 2011 Act

7.3. The PFEO was intimated to parties on 26 March 2019. The period for the actions to be executed and payments to be made was 25 May 2019. The PFEO has not been varied. The tribunal is satisfied that the 60 day period within which the PFEO of 25 March 2019 required actions to be executed and payments to be made to the Homeowners has ended, as required by Section 23(3)(a) of the 2011 Act.

7.4. The tribunal considered the terms of Section 23(3)(b) of the 2011 Act.

7.5. The tribunal is not satisfied that the Property Factor is unable to comply with the order because of a lack of necessary rights despite having taken reasonable steps for the purposes of acquiring those rights, nor that any action required by the order is likely to endanger any person, in terms of Section 23(3)(b) of the 2011 Act, no submissions or evidence having been submitted by the Property Factor to that effect.

7.6. As the tribunal is satisfied that the requirements of Section 23(3) of the 2011 Act are met, it is open to the tribunal to decide whether the Property Factor has failed to comply with the PFEO in terms of Section 23(1) of the 2011 Act.

7.7. The tribunal considered each order in the PFEO and both parties' submissions up to 10 July 2019 and decided as follows:

7.8. “3.1.1 a Written Statement of Services for the Tenement which complies with Section 1 of the Code of Conduct.”

7.9. The Written Statement of Services (“WSS”) has been revised by the Property Factor. An undated copy showing revisals was circulated to the owners of 3, 3a, 3b, 4, 5/1 to 5/8 and 6 Ramsay Garden by letter of 2 May 2018. The revised WSS shows revisals in bold and underlined text. A copy which incorporates the revisals is signed and dated 3 May 2018.

7.10. However, the revised WSS does not comply with Section 1 of the Code of Conduct in that it is still deficient on target times for repairs and declaration of interest.

7.11. The Property Factor has failed to comply with the PFEO order 3.1.1.

7.12. The tribunal observes that the WSS does not cross reference the other procedures required by the PFEO, which would be desirable.

7.13. The tribunal observes that the Property Factor stated to owners in its letter of 2 May 2018 that it is acting as “interregnum” and the Property Factor has since notified the tribunal that he intends to resign as Property Factor for the Tenement and the adjoining building in August 2019 (date not further specified).

7.14. “3.1.2 a written procedure to consult with homeowners in the Tenement and the adjoining building to seek their written approval before providing work or services which will incur charges or fees in addition to those in the core service, in accordance with Section 2.4 of the Code of Conduct.”

7.15. The Property Factor has produced a copy of an undated document entitled “Approval to provide services that may incur charges”. The process is said to be based on an advance estimate of costs which is provided to owners in respect of core and other services. In respect of extraordinary works, owners will be contacted and asked to vote on the proposals, with a majority vote carrying the proposal.

7.16. The Property Factor has complied with the PFEO order 3.1.2.

7.17. The tribunal observes that the written procedure as currently expressed is somewhat difficult to understand but there is technical compliance with the tribunal's order.

7.18. The tribunal observes that the Property Factor stated to owners in its letter of 2 May 2018 that it is acting as "interregnum" and the Property Factor has since notified the tribunal that he intends to resign as Property Factor for the Tenement and the adjoining building in August 2019 (date not further specified).

7.19. 3.1.3 A full list of contact details for the proprietors of all of the properties in the Tenement and the adjoining building, where known to the Property Factor, including correspondence addresses, telephone numbers and email addresses, if applicable.

7.20. The Property Factor has produced a list of names, addresses and email addresses for the owners of the Tenement and adjoining building, numbers 3-6 Ramsay Garden.

7.21. The Property Factor has complied with the PFEO order 3.1.3.

7.22. The tribunal notes that on the spreadsheet the final column states the properties which are also let by the Property Factor. It incorrectly states that they are the letting agent for the Property.

7.23. 3.1.4 A detailed financial breakdown of charges made for the period since the Homeowners purchased the Property to date and a description of the activities and works carried out which were charged for, together with supporting invoices and documentation where applicable.

7.24. The Property Factor has provided a spreadsheet headed "Estimate to Y/E 31/1/2019." There is no detailed financial breakdown of the charges made for the period from the Homeowners' purchase of the Property to date. A bundle of invoices and documentation been produced by the Property Factor but the tribunal is unable to conclude that the said documentation accounts for all charges made to the Homeowners since they purchased the Property.

7.25. The Property Factor has failed to comply with the PFEO order 3.1.4.

7.26. 3.1.5 A written debt recovery procedure which complies with Section 4.1 of the Code of Conduct.

7.27. The Property Factor has produced a document (undated) headed "Debt Recovery Procedures." The document goes on to outline the steps of the debt recovery procedure.

7.28. The Property Factor has complied with the PFEO order 3.1.5.

7.29. 3.1.6 A written procedure that allows homeowners in the Tenement to notify the Property Factor of matters requiring repair, maintenance or attention, which complies with Section 6.1 of the Code of Conduct.

7.30. The Property Factor has produced the document entitled "Approval to provide services that may incur charges". The final paragraph states "If any owners are aware of any matters requiring repair, maintenance or attention they should contact the factor by email or other means". The Property Factor has produced a screen shot of a website page upon which the Property Factor's telephone and email addresses are provided.

7.31. The Property Factor has complied with the PFEO order 3.1.6.

7.32. 3.1.7 Written confirmation and evidence that the out of hours emergency number has been clearly indicated on the factoring page of the website to be available for the use of homeowners to notify the Property Factor of an emergency.

7.33. The Property Factor has produced a screen shot of a website page upon which the Property Factor's day time telephone and email addresses are provided, together with an out of hours contact mobile number for owners of factored properties.

7.34. The Property Factor has complied with the PFEO order 3.1.7.

7.35. 3.1.8 A clear, written complaints resolution procedure which sets out a series of steps, with reasonable timescales linking to those set out in the written statement, which the Property Factor will follow, including how the Property Factor will handle complaints against contractors.

7.36. The Property Factor has produced a document entitled "Complaints Procedure".

7.37. However, there is still a stage number 4 which is compulsory "mediation", for which fees may be charged at the discretion of the Property Factor, which is a breach of the Code of Conduct.

7.38. The Property Factor has not complied with the PFEO order 3.1.8.

7.39. The tribunal also observes that Stage 5 is missing from the Complaints Procedure document.

7.40. 3.2.1 In relation to the common guttering problem: obtain and produce copies of three competitive quotations for remedying the guttering problem on the Tenement containing the Property and properties 3/1, 3/2 and the adjoining building containing 4, 5 and 6 Ramsay Garden, taking into account the recommendations of Mr Douglas McDonald Dip BS MRICS, Surveying Solutions Limited, Chartered Building Surveyors, in his Report dated 10 April 2018, para 1.1 and 1.4 (or taking into account any alternative recommendations made in a fresh report from a qualified building surveyor instructed at the expense of the Property Factor, which Report, if obtained, shall also be produced to the tribunal);

7.41. The Property Factor has produced another copy of the Report of Mr D McDonald, Surveying Solutions Limited dated 10 April 2018; a quotation from GT roofing dated 14 June 2018 for installation of new roof gutter outlet and pipe connections at Ramsay Gardens; a quotation from Rowat Roofing Limited dated 29 April 2019 for replacement gutter works; and an estimate from MGF Management Services Limited dated 1 May 2019 for replacement of guttering.

7.42. The Property Factor has complied with the PFEO order 3.2.1.

7.43. 3.2.2 In relation to the common guttering problem: Provide the three quotations to all relevant owners in the Tenement (the Property, 3/1 and 3/2) and in the adjoining building (4, 5 and 6 Ramsay Garden), for consultation on the proposals and quotations in accordance with the written process for consultation as referred to in 3.1.2, above;

7.44. The Property Factor has produced a document (undated) entitled "Request for a Mandate", which is said to attach the Surveying Solutions Survey. It is not clear whether or not the said three quotations, referred to above, were sent to owners with the "Request for a Mandate" document as they are not referred to in the letter. There is no reference to the consultation process. On that basis the tribunal is not satisfied on the balance of probabilities that the three quotations were provided for consultation.

7.45. The Property Factor has not complied with the PFEO, order 3.2.2.

7.46. The tribunal observes that the Property Factor criticises the Homeowners and their Representative and the determination of the tribunal.

7.47. *3.2.3 In relation to the common guttering problem: Request a mandate from the owners in the properties in the Tenement and the adjoining building in accordance with the Deeds of Conditions for the Tenement and the adjoining building and / or the default tenement management scheme if applicable.*

7.48. The Property Factor has produced a document (undated) entitled "Request for a Mandate", which is said to attach the Surveying Solutions Survey. It is not clear whether or not the said three quotations, referred to above, were sent to owners with the "Request for a Mandate" document as they are not referred to in the letter and the request seems to be a simple for/against the proposal to alter the gutter.

7.49. On 28 May 2019, the Property Factor produced the result of the mandate of the owners, which is 8 owners against the proposal to alter the gutter, 5 abstentions and one in favour (the Homeowners' Representative on behalf of the Homeowners).

7.50. The Property Factor has complied with the PFEO, order 3.2.3.

7.51. The tribunal observes that as the three quotations, referred to above, are not referenced in the document, or apparently provided to the owners, the request for a mandate is technically compliant with the order of the tribunal in that the Property Factor has sought the owners' views but the mandate is not based on a vote for any particular quotation.

7.52. *3.2.4 In relation to the common guttering problem: In the event of a vote of the appropriate number of owners that the work should proceed and one of the quotations should be accepted, instruct the*

agreed works, in-gather funds from the owners and instruct the works, providing a timescale in writing.

7.53. Given that there has been no mandate from a majority of the owners for replacement of the existing guttering, there is no further action required from the Property Factor in relation to order 3.2.4.

7.54. *3.3. Pay to the Homeowners or the Homeowners' Representative £750.00, as a contribution towards the cost of the fee paid to Douglas McDonald, Surveying Solutions in respect of his inspection and Report; and provide documentary evidence of said payment.*

7.55. The Property Factor has stated that he has applied a credit to the Homeowners' Invoice 90257 for £750.00. The tribunal has not been provided with a copy of invoice 90257 which was said to be in the Property Factor's initial submission but was not in the bundle. However, the Homeowners' Representative has confirmed that two credits have been applied to the Homeowners' account and the tribunal therefore accepts that such credits have been applied.

7.56. The Property Factor has indicated that he has complied with PFEO by allowing a credit on the Factoring Invoice. Although the tribunal envisaged a payment being made by cheque or transfer to the Homeowners or their Representative, the Homeowners' Representative has confirmed that he is satisfied with the credit in lieu of payment by cheque.

7.57. The Property Factor has complied with order 3.3 of the PFEO.

7.58. *"3.4 Pay to the Homeowners or the Homeowners' Representative £250.00, for the Homeowners' and Homeowners' Representative's time, distress and inconvenience; and provide documentary evidence of said payment."*

7.59. The Property Factor has applied a credit to the Homeowners' Invoice 90257 for £250.00. As noted above, the tribunal has not had sight of the invoice but has had confirmation from the Homeowners' Representative that such a credit has been applied.

7.60. The Property Factor has indicated that he has complied with PFEO by allowing a credit on the Factoring Invoice. Although the tribunal envisaged a payment being made by cheque or transfer to the Homeowners or their

Representative, the Homeowners' Representative has confirmed that he is satisfied with the credit in lieu of payment by cheque.

7.61. The Property Factor has complied with order 3.4 of the PFE0.

8. Notification to the Scottish Ministers

8.3. The tribunal must serve notice of the failure to comply on the Scottish Ministers, in accordance with Section 23(2) of the 2011 Act.

9. Report to Police Scotland

9.3. The tribunal will report the Property Factor to Police Scotland for investigation as to a potential criminal offence in terms of Section 24 of the 2011 Act.

Appeals

10. 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.

Susanne L M Tanner QC
Legal Member

5 August 2019