

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

HOHP Reference: HOHP/LM/13/0121

**THE PARTIES**

Mr Philip Mackle, residing at 57 Waverley Park, Kirkintilloch ("the applicant")

And

Speirs Gumley Property Management, 194 Bath Street, Glasgow, G2 4LE ("the respondent")

**DECISION BY THE COMMITTEE OF THE HOMEOWNER HOUSING PANEL IN AN APPLICATION UNDER SECTION 17 OF THE PROPERTY FACTORS (SCOTLAND) ACT 2011**

The Committee having made such enquiries as it saw fit for the purposes of determining whether the Respondent has

- (a) Complied with the property factor's duties created by section 17 of the Property Factors (Scotland) Act 2011; and
- (b) Complied with the Code of Conduct as required by section 14 of the Property Factors (Scotland) Act 2011

determined that the Respondent had neither failed to carry out the property factor's duties nor had the Respondent breached the Code of Conduct for Property Factors.

**COMMITTEE MEMBERS**

James Bauld (Chairperson)  
Ann McDonald (Housing Member)

**BACKGROUND**

1. By application dated 3<sup>rd</sup> June 2013, the applicant applied to the Homeowner Housing Panel for a determination as to whether the respondent had failed to comply with the property factors' duties in terms of the 2011 Act and whether the respondent failed to comply with the terms of the Code of Conduct for Property Factors which has been issued in terms of section 14 of that Act.
2. This particular application was one of a significant number which were lodged by a number of residents within the same estate as the applicant. A list of the relevant applications which contained a similar complaint are attached as an appendix. In total there were 72 applications making the same complaint against the respondent arising from issues relating to the land maintenance within the Waverley Park Estate.
3. Subsequent to the lodging of the particular application to which this Decision relates and the other similar applications, correspondence was entered into between the Homeowner Housing Panel and the applicant. The applicant and his brother Anthony Mackle were committee members of the Waverley Park Residents Association and were named as the authorised representatives in respect of all of the other applications.

4. On 19<sup>th</sup> December 2013 a case management meeting took place at the offices of the Homeowner Housing Panel. The meeting was chaired by the president of the panel. The meeting was attended by the applicant and his brother Anthony Mackle. The meeting was attended on behalf of the respondents by David Doig, solicitor and Brian McManus and John Bryson both from the respondents. The chairperson of the committee was also present.
5. At the case management meeting a number of issues were discussed and in particular the proposal that one application should be selected from the 72 applications to proceed as a test case. In addition to the applications lodged in connection with land management issues, a similar number of applications were lodged by the applicant and other residents of the Waverley Park Estate relating to complaints regarding the manner in which the respondents had dealt with the float in respect of factoring charges. A similar decision was made in respect of the float applications.
6. Subsequent to the meeting in December a Practice Direction was drafted by the president of the Panel and issued in draft form to the parties. On 8<sup>th</sup> February 2014 the president of the Panel issued a Practice Direction in relation to the present case and the related cases. It was indicated that one application would be selected as a lead application in respect of the property management/service complaints and one application would be selected to deal with the float complaints. In each case the selected application was the one lodged by Philip Mackle in respect of his own property.
7. In terms of the Practice Direction it was indicated that the parties to the remaining applications would agree to be bound by the decision of the Home Owner Housing committee in respect of the selected application. The remaining applications would be sisted pending determination of the lead application.
8. Subsequent to the issue of the Practice Direction, a date was fixed for a hearing on the applications and the date chosen was 29<sup>th</sup> April 2014. A second date was also set aside if required.
9. In this decision any references to "the Act" means the Property Factors (Scotland) Act 2011, any references to "the Regulations " means the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012 and any references to " the Code of Conduct" means the Code of Conduct for Property Factors issued under the Property Factors (Scotland) Act 2011 and effective from 1 October 2012.
10. The date of the hearing was intimated to both parties and both parties lodged a significant volume of documents in advance of the hearing which were of assistance to the Committee in the conduct of the hearing and in the Committee's deliberations.

## THE HEARING

11. The hearing took place on 29<sup>th</sup> April 2014 within the offices of the HOHP in Glasgow. The applicant was present and the hearing was also attended by his brother Anthony Mackle. The respondents were represented by Mr David Doig, solicitor and Mr Brian McManus a director of the respondents was also present.
12. The Committee invited Mr Philip Mackle to address the hearing and he proceeded to do so. He addressed the Committee using a pre-prepared note which he then provided to the Committee which set out his summary of what had happened, why the residents of Waverley Park were dissatisfied with the service, the management and the billing from Speirs Gumley

and why the application had been lodged. His submissions were clear and detailed and he made frequent reference to the various documents which had been lodged. At various times during his submissions, Mr Mackle was asked questions by the Committee members and by Mr Doig acting on behalf of the respondents. Mr Mackle was allowed to present his submissions without any pressure of time. The applicant set out the history of the complaints which had been raised with Speirs Gumley and in particular complaints which had arisen throughout 2012. He made reference to minutes of meetings which took place between the Waverley Park Residents Association and representatives of Speirs Gumley and made reference to various letters which had been exchanged. Mr Mackle set out what he believed to be the failures by Speirs Gumley to carry out the landscape maintenance specification which they had set out to the residents. Mr Mackle was clearly aware of the relevant legal position that a property factor was only required to act in accordance with the Code of Conduct after the date of their registration under the Act. He was aware that Speirs Gumley had been registered on 1<sup>st</sup> November 2012. He made reference to regulation 28 of the Regulations which sets out that no application can be made for determination of whether there was a failure prior to 1<sup>st</sup> October 2012 to carry out the property factor's duties but that a Committee can take into account any circumstances occurring before that date in determining whether there has been a continuing failure to act after that date. Mr Mackle submitted that there had been a continuing failure by Speirs Gumley to meet their duties prior to 1<sup>st</sup> October and that this had continued beyond the date of their registration as a factor. He submitted to the Committee that Speirs Gumley's actings in the period from April to October 2012 should be taken into account and that the Committee should find that they had failed to meet their land maintenance specification beyond the date of their registration.

13. Mr Mackle set out his position that the land maintenance specification which Speirs Gumley had provided required them to attend on 15 occasions between April and October to carry out various land maintenance works. It was his view that in the period they had only carried out 13 visits. It was his position that even in those visits they had failed to carry out the full work specified in the landscape maintenance specification. He asked the Committee to find that there had been a continuing failure after 1<sup>st</sup> October 2012 and after 1<sup>st</sup> November 2012 and that accordingly Speirs Gumley had both failed to carry out the property factor's duties set out in the Act and had failed to comply with the Code of Conduct.
14. The Committee was then addressed by Mr Doig on behalf of the respondent. Mr Doig also provided the Committee with a written note of his submissions. Again Mr Doig addressed the Committee without any pressure of time and also dealt with questions from Committee members and from the applicant and Mr Anthony Mackle.
15. The respondent's view was that they did not agree with the criticisms expressed of Speirs Gumley's actings. In particular Mr Doig referred to the date of the commencement of the Act and more particularly the date of registration of the factors. He submitted that as the factors were not registered until 1<sup>st</sup> November 2012 any conduct complained of should be considered only in the period after the registration. It was a matter of agreement between the parties that Speirs Gumley's appointment as factor ended on 23<sup>rd</sup> November 2012 when they withdrew their services. Accordingly Mr Doig submitted that the extent of the review of the factor's actings should be restricted to the 23 day period between registration and retiral.
16. The respondent's position was that there was no continuing failure after the date of the commencement of the Act. The respondents indicated that the provisions of regulation 28 should therefore not apply. In any event, it was submitted that the factor's position was that having regard to the concerns raised by the Residents Association in connection to the works carried out by the landscape gardener that they had negotiated a discount of approximately 20% from the previously agreed contractual amount of £5,047 reducing the charge to just over £4,150.
17. It was also submitted on behalf of the factors that in terms of the deed of conditions the factors had the sole right to determine with the contractors what should be paid for their

services and that the owners were thereafter required to pay their respective shares whether they had consented to the works undertaken or not. It was submitted that the applicant did not have any authority under these discretionary powers or under the Code of Conduct to challenge any contract which had been entered into between the factors and the landscape contractors. It was submitted that the factors had fulfilled their duties and their obligations to the owners in an appropriate manner throughout the operation of their terms as factors. Finally it was submitted that the application was incompetent given that the period of management complained of fell entirely before the factors became registered and before they became subject to the Act and the Code.

18. The members of the Committee then made further enquiries both of the applicant and the respondent. They sought clarification on certain matters which we had raised during the various submissions. The hearing was then concluded and the parties were advised that the Committee would consider the application, the submissions and the evidence presented and would issue a decision in writing later. The committee members thanked the parties for their attendance and for the helpful manner in which the submissions had been prepared and made. Copies of the relevant written submissions are appended to this decision.

#### **FINDINGS IN FACT**

19. The Committee finds the following facts to be established:
- (a) The applicant is the owner of the property known as and forming 57 Waverley Park, Kirkintilloch, Glasgow, G66 2BL. This is a detached dwellinghouse which forms part of a larger development of dwellinghouses consisting of approximately 76 properties. The development was built in or around 1999 by McLean Homes West Scotland Limited. The applicant has owned his particular property since the development was originally built.
  - (b) The respondent is the property factor responsible for instructing the common repairs and maintenance of the common areas of the development and for apportioning the cost of those repairs amongst the various proprietors in accordance with the relevant provisions of the title deeds. The respondent was appointed by the developers in accordance with the provisions of the title deeds.
  - (c) The respondent instructed grounds and land maintenance work. They issued bills to each resident on the Waverley Park Development on a quarterly basis. The landscape maintenance specification was based on a contract which ran from April in one year to March the next year. For the period from April 2012 to March 2013 the works to be carried out were set out in a landscape maintenance specification provided to the owners.
  - (d) For the period between April and October 2012 the relevant works to be carried out were set out in items 2(a), 2(b), 2(c), 3(a), 3(b), 3(c) and 3(d) in the landscape maintenance specification. It was agreed 15 visits would be made to the development between April and October. The terms of the landscape maintenance specification did not require all the specified works to be done on each and every visit. Many of the items of work were simply indicated that they would be carried out "when considered necessary" or "as required".
  - (e) Thirteen visits were carried out during the period from April to October 2012. One further visit was arranged in November 2012 to finalise works which had not been able to be completed in October. By letter dated 23<sup>rd</sup> October 2012 Speirs Gumley wrote to every owner in Waverley Park indicating their intention to withdraw their management service with effect from 23<sup>rd</sup> November 2012. They were entitled to do so.

- (f) On 23<sup>rd</sup> November 2012 Speirs Gumley withdrew as factors for the Waverley Park Development.

## REASONS FOR DECISION

20. This application is the lead application in respect of 74 similar applications made by various owners in the Waverley Park Development in Kirkintilloch. It is clear from the evidence heard at the hearing and from the documents lodged in advance of the hearing that there was a considerable level of dissatisfaction with the landscape maintenance works being undertaken at Waverley Park Development.
21. The total value of the landscape maintenance contract as originally agreed for the year 2012/2013 was just over £5,000. This equated to an annual charge per house of approximately £66. This equates to a monthly charge of £5.50 each. The landscape maintenance specification which was provided to the Committee indicated that various works would be done between April and October. The view of the applicant was that the work specified in terms of grass maintenance and shrub bed maintenance would be carried out on each and every visit. The Committee's interpretation of the landscape maintenance specification did not support that view. It is clear from the specification that although 15 visits will be carried out some works may not be carried out on every visit. At paragraph 2(b), it is stated that the woodland areas and course ground will be "strimmed and sprayed out as and when considered necessary". Similarly with regard to shrub bed maintenance it is indicated that the beds will be dug "as and when considered necessary and that top up or bark mulch will be applied as and when considered necessary".
22. It is clear from the correspondence which has been lodged which included notes of various meetings between the parties that dissatisfaction was expressed by the owners with regard to the ongoing works. However, as pointed out by Mr Doig in his submissions, it was a matter for the factors in terms of the deed of conditions to instruct and to monitor the works. The remedy open to the owners if they were dissatisfied was to call a meeting and to remove the factors. Ultimately the factors have been removed.
23. The committee considered carefully whether the factors had failed in any of their duties either in terms of the general duty under the Act or in terms of the specific part of the Code of Conduct mentioned in the application. The Committee noted that the factors had obtained a reduction of 20% in respect of the landscape maintenance contract and had passed on that saving to the owners. In the application, the applicant indicated that in his view Speirs Gumley had failed in their specific duty under paragraph 6.9 of the Code of Conduct.
24. The duties under the Code of Conduct only applied to the factors after 1 November 2012. That is a matter of law and was accepted by both parties in their submissions. The committee took the view that there were no works which were required to be done in terms of the landscape specification after 1 November 2012. The complaints by the applicant were directed at the works which should have been done between April and October 2012. Accordingly the committee took the view that the duties under the Code did not apply.
25. The Committee noted anyway that Paragraph 6.9 of the Code of Conduct indicates that a factor "**must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided. If appropriate you should obtain a collateral warranty from the contractor.**" The Committee took the view that the factors pursued the contractor with regard to the alleged failures in the provision of the landscape service. They carried out inspections and required the contractor to re-attend to remedy defects. They obtained a substantial discount. In all the circumstances the Committee took the view that even if works had been carried out after 1 November and that the events between April and October 2012

allowed the committee to consider that there was a continuing failure and that the provisions of the Code had therefore applied to the factor, then the factor had not failed to comply with the relevant terms of the Code of Conduct.

26. With regard to the general property factors duties under the Act, the committee did not agree with the applicant that regulation 28 of the Regulations should be applied on the basis that there was a continuing failure by the factors.

27. With regard to the general duty in terms of the Act the committee also took the view that the respondent had not failed to carry out any of the duties set out in section 17(4) of the Act. Their duties in relation to the management of the common parts of the land owned by the applicant and others were set out in the deed of conditions. They had complied with the requirements of the deed of conditions.

28. Accordingly the committee took the view that there was no failure to comply with the Code of Conduct nor was there any breach of the property factor's general duties. The Committee accordingly refused the application and decided that no Property Factor Enforcement Order was required to be made in connection with this application.

### Appeals

29. The parties attention is drawn to the terms of section 22 of the 2011 Act regarding the right to appeal and the time limit for doing so. That section provides:

- (1) ...An appeal on a point of law may only be made by summary application to the Sheriff against a decision made by the Home Owner Housing Panel or a Home Owner Housing Committee.
- (2) An appeal under subsection (1) must be made within a period of 21 days beginning with the day on which the decision appealed against is made

Jim Bauld

Signed ..  
Chairperson

Date... 10 June 2014

Witness ..

Date... 10 June 2014

NATALIE WALKER

# **APPENDIX 1**

Applicants written Submissions

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FLT/ILM

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**Incomplete Landscape Maintenance**

Thank you Mr. Chairman and Members for sparing your time to hear us today.

Please allow me 15 minutes to deliver this summary without interruption in explanation of why we, the residents of Waverley Park, believe Speirs Gumley has failed to meet their Landscape Maintenance Specification.

I will give way at the end to listen to and answer your questions.



### **Incomplete Landscape Maintenance**

All the documentation referred to in this summary has already been submitted to the HOHP and form part of the case notes.

I will give you a brief summary of what has happened, why we are here today, why the current Committee were voted in and the reason for the level of correspondence between the Committee and Speirs Gumley.

The residents of Waverley Park were dissatisfied with the service, management, billing and costs being levied from Speirs Gumley for some time. This was brought up again at the WPRAGM on 21<sup>st</sup> March 2012 and new members were subsequently voted on to the Committee to directly address the situation with Speirs Gumley.

The tipping point for the residents was the removal of a fallen tree for a ridiculous cost in excess of £5,000. £66.32 per household in December 2011, which was unsuccessfully challenged by the previous WPRAGM Committee. This particular tree had been surveyed, as part of a tree survey at a cost of £1,000, less than six months previous and deemed healthy - but the roots were rotten with disease. Speirs Gumley attempted to levy the removal cost of over £5,000 on the residents without tendering the works. This ridiculous cost included for the needless construction of a temporary road.

In addition to the fallen tree, a further £1,100 of works was billed for Tree Crowning Works which Speirs Gumley failed to justify and again on a tree surveyed six months previous and, let's remember, given a clean bill of health.

The current Committee challenged Speirs Gumley's tree removal costs - producing several alternative quotations at a fraction of the £5,000 and asked if there was any recourse with the Tree Surgeon who carried out the tree survey 6 months previous.

The current Committee refused to allow the £5,000 works to proceed, despite pressure from Speirs Gumley, until a tender process had been completed. Ultimately, the works were completed for £800 in total. That's just over £10.00 per household - by a contractor sourced by Speirs Gumley. A saving of over £4,240 in total, or a saving of more than £55 per household.

We fully appreciate the removal of the fallen tree canopy from the rear garden of one of the properties took place. However, even doubling the final cost to £1,600 only equates to 32% of the initial cost which Speirs Gumley attempted to charge as per their letter December 2011.

If you recall the Winter of 2010 / 2011, the country was covered in snow to an extent where the country came to a standstill and the snow lay for several weeks. Speirs Gumley maintain they completed their landscape maintenance to specification despite the extreme winter conditions.

The residents raised this at the WPRAGM in 2011 (with the previous WPRAGM Committee) and failed to obtain answers. The current Committee raised this again with Speirs Gumley and still await an acceptable answer.

There had been suspicion for some time the number of landscape visits and works carried out on the estate was not meeting Speirs Gumley's Landscape Maintenance Specification.

I fully appreciate the fallen tree removal, crowning works and winter visit charges 2010/2011 are **not** the complaints being raised here today. However, this gives you a flavour of what has been going on and the reason I and the other Committee members were voted on to represent our estate.

A meeting was held with Bryan McManus of Speirs Gumley on the 27<sup>th</sup> April 2012 to discuss the current dissatisfaction, expressed by the residents in attendance at the WPRAGM on 21<sup>st</sup> March 2012, and agree a way forward.

The meeting was fully minuted and a copy of the minutes was sent for the attention of Bryan McManus within the week.

At this meeting, it was clearly stated the intention of the Committee was not to remove or replace Speirs Gumley but to draw a line under the current situation and to agree a way forward. Refer to the minutes<sup>1</sup> 27<sup>th</sup> April 2012, opening paragraphs.

The Committee confirmed the residents of Waverley Park were far from satisfied with Speirs Gumley and Speirs Gumley had a relations-building exercise to undertake. The Committee were prepared to assist Speirs Gumley get back on track.

Bryan McManus was shown photographs taken of Speirs Gumley's works on the estate and he stated he could not argue with the evidence and would address the situation. These photographs were included as part of the minutes.

Bryan McManus was under no illusion the Grounds Maintenance Contractor employed by Speirs Gumley was failing to meet the specification and the Committee were prepared to give the contractor another chance. However, the Landscape Maintenance Specification must be met. Refer to Section 5 of the Minutes.

It was agreed with Bryan McManus a further meeting would take place in a few weeks. This meeting took place on 18<sup>th</sup> May 2012. Bryan McManus walked round the estate with two of the Committee members; Tony Mackle and myself. It was agreed the Privet Hedge was unsightly and Bryan McManus agreed although pruning had taken place it was not acceptable. Notes of the meeting were sent for the attention of Bryan McManus via email on 19<sup>th</sup> May 2012. In these notes, it mentions the Privet Hedge, to be pruned street side and topped without reducing the height as agreed on the walk round the estate. We refer you to WPRAGM letter 4<sup>th</sup> September 2012 Item 9<sup>2</sup>. Despite numerous correspondence, Speirs Gumley failed to confirm a date when these works would be undertaken - only stating "later in the season".

The works to the Privet Hedge were only finally undertaken on 9<sup>th</sup> November 2012, seven months later, and only after Speirs Gumley had confirmed they were withdrawing their services from the estate.

Speirs Gumley's Landscape Maintenance Specification<sup>3</sup>;

Item 3d: Prune hedges twice per year or as required.

Speirs Gumley failed to maintain this Privet Hedge despite numerous requests throughout the maintenance period April to October 2012.

One particular resident, who faces directly onto the hedge specifically asked for the Privet Hedge to be pruned and be made more presentable as he was in the process of selling his property. The hedge is the main feature when entering the estate and was a poorly maintained eyesore across from his house.

On the 27<sup>th</sup> April 2012, as minuted, going forward - Bryan McManus was asked to send an email whenever a landscape visit was complete. This would allow a record to be kept of the number of visits, to prevent a repeat of the Winter 2010 / 2011 scenario and allow the Committee to inspect the works to prevent omitted sections being carried forward into the following landscape visit. Despite Bryan McManus agreeing to send Confirmation Emails within a few days and despite Bryan McManus receiving repeated requests, Speirs Gumley failed to do so. Refer to letter 31<sup>st</sup> July 2012, Item 10<sup>4</sup>.

With reference to the number of visits in the period April to October 2012, the Landscape Maintenance Specification clearly states;

|    |   |    |
|----|---|----|
| 2. | <p><u>Grass Maintenance (April to October)</u></p> <p>a) To cut all grass, trim edge, box and/or rake up to a professional standard, strimmer round all fences, walls etc. and tidy including removing all wind-blown and other rubbish. (15 times Apr to Oct)</p> <p>b) Woodland areas/course ground. To be strimmed and sprayed out as and when considered necessary.</p> <p>c) Half moon edge grass at shrub beds, paths etc at regular intervals.</p> | 15 |
| 3. | <p><u>Shrub Bed Maintenance (April to October)</u></p> <p>a) Dig beds as and when considered necessary. Keep weed free, tidy and tend to storm damaged plants (April to October).</p> <p>b) Prune shrubs as and when required.</p>  |    |

|    |  |  |
|----|--|--|
| c) | Top up/Apply bark mulch as and when considered necessary |  |
| d) | Prune hedges twice per year or as required.              |  |

**Visit 9<sup>th</sup> June 2012;**

Speirs Gumley confirmed in their letter to the residents, 29<sup>th</sup> August 2012 Item 11<sup>5</sup>, the Grounds Maintenance Contractor visited the estate on the 9<sup>th</sup> June 2012 "to apply weed killer". The specification clearly states 15 visits and what is required in each visit.

Visiting the estate solely to apply weed killer is not a chargeable visit.

**Visit 20<sup>th</sup> July 2012;**

Attending the estate between the dates 20<sup>th</sup> July and 4<sup>th</sup> August 2012 is only one chargeable visit spanning a number of days.

We refer you to the emails sent to Speirs Gumley in your possession in relation to this period and the WPRAs letter 8<sup>th</sup> June 2012<sup>6</sup> defining a visit.

Basically, the contractor can choose to visit the estate on multiple days, but a visit is only complete when the specification has been met.

**Visit 9<sup>th</sup> November 2012;**

9<sup>th</sup> November 2012 is not a chargeable visit.

Speirs Gumley was under written instruction from WPRAs not to complete further chargeable works. We refer you to the final paragraph of WPRAs letter 26<sup>th</sup> October 2012<sup>7</sup>; "No further chargeable works are to be carried out, from the date of this letter, other than the new fence post between Nos. 108 & 112, the removal of Sycamore Tree No. 0873 and planting of a replacement."

Speirs Gumley state in their letter, 19<sup>th</sup> December 2012<sup>8</sup>; "9<sup>th</sup> November 2012 was their final visit to the site **concluding their summer maintenance requirements**".

If this concludes their Summer Maintenance, we refer you to the photographs<sup>9</sup> accompanying email 14<sup>th</sup> November 2012, in your possession - sent for the attention of Bryan McManus. There was no forking of the shrub beds, mulching, weeding, feeding, grass cutting or grass strimming or pruning of the shrubbery. This visit was mainly to attend to the Privet Hedge which had been outstanding since April 2012 - some seven months previous.

The 9<sup>th</sup> November 2012, is not a chargeable visit.

Speirs Gumley were invited to attend the estate and meet with members of the WPRAs on a number of occasions to inspect the incomplete works by their appointed Grounds

Maintenance Contractor - and declined. Had Speirs Gumley visited the estate when requested and physically witnessed the incomplete works and addressed the issues, then we would not be here today.

From the evidence gathered over the eight month period, it is indisputable the specification has not been met. When Speirs Gumley issued their Mandate to the residents, the Committee wrote to Speirs Gumley letter 24<sup>th</sup> September 2012<sup>10</sup>;

“We trust should the majority decision result in the termination of Speirs Gumley’s services, all landscaping works will be brought up to a standard where the newly appointed contractor will take over.

This will require all grass cut, grass fertilised, hedges pruned, shrubbery cut to the height it should have been maintained at over the years, all beds forked, weeded and fully mulched as specified.”

With reference to the photographs<sup>11</sup> taken 9<sup>th</sup> November 2012, as a final record of the Grounds Maintenance works completed by Speirs Gumley, sent to Bryan McManus on 19<sup>th</sup> November 2012, it is clear Speirs Gumley withdrew their services and failed to complete the works again to their specification.

Speirs Gumley stated in their letter 19<sup>th</sup> December 2012<sup>8</sup>, and I quote;

“Over the course of the contract the Committee raised various complaints following almost every visit by the contractor. We consider the majority of these to be relatively minor issues and over the course of the entire season the contractor performed well as they have always done in the past. Any items that have been reported were referred to the contract in order to allow them to resolve these issues. We confirmed on a number of occasions to the Committee that specific works to the hedges at the entrance to the Estate in accordance with the Contract were due to be carried out later in the season and this was completed.”

Speirs Gumley state; “In accordance with the contract”. From the Landscape Maintenance Specification<sup>3</sup>, I again refer you to

Item 3d - Prune hedges twice per year or as required.

We do not consider the omitted works from each of the chargeable visits *to be relatively minor*.

Failing to maintain the hedges, prune the shrubbery, weed, fork and mulch the planter beds, together with fertilising, weeding and strimming the grassed areas is not minor.

These omitted works were documented and shared with Speirs Gumley on an ongoing basis and Speirs Gumley failed to meet their Landscape Maintenance Specification throughout the period.

We estimate these omitted works represent at least 50% of the work element and value of each visit. These omitted works, with the exception of the hedge, remained incomplete on 23<sup>rd</sup> November 2012 when Speirs Gumley withdrew their services.

During the period April to October 2012, the shrub bed at the estate entrance had been forked once. The topsoil remained hard compacted throughout the remainder of the estate on all other shrub beds. There had never been mulch applied never mind topped up. The grass was mainly moss and required weeding and feeding. Strimming had failed to be completed around the fence posts and grass, shrubs and weeds were encroaching through the perimeter fencing from outwith the estate. The shrubs and bushes throughout the estate had failed to be pruned or maintained at an acceptable height and required attention.

The final photographs<sup>11</sup> sent to Speirs Gumley on the 19<sup>th</sup> November 2012, and in your possession, speak for themselves.

The Committee requested on a number of occasions for the billing/invoice method currently adopted by Speirs Gumley - where the annual cost of the maintenance is averaged across the 12 month period - be changed to reflect the actual visits carried out in the relevant billing quarters.

This would allow clear visibility of the visits undertaken in the billing period. We refer you to letter 8<sup>th</sup> June 2012<sup>6</sup> in your possession.

On each request, Speirs Gumley point blank refused to alter their billing method and refused to enter into discussions stating the average billing method works well and assists the residents in budgeting.

Had the visits and works been completed to Speirs Gumley's Landscape Maintenance Specification - and there been no additional charges for fencing repairs, tree surveys, tree works - the averaging billing would be acceptable. However, this was not the case. Refer to Speirs Gumley's letter 29<sup>th</sup> August 2012 Item 13<sup>5</sup>.

The WPRA Committee consulted with the owners of 65 properties on the estate and 64 out of the 65 agreed the average billing method had **no** advantage to them and requested it be changed with immediate effect.

Speirs Gumley chose to average the cost of the Maintenance contract over a 12 month period from April 2012 to March 2013 inclusive and applied a "**balancing of contract**" charge in December 2012 for the amount of **£1,206.52** for the complete contract/billing period.

Speirs Gumley may argue only their actions after 1<sup>st</sup> October 2012 should be taken into account at this hearing. However, if we refer to The Homeowner Housing Panel

(Applications and Decisions) Scotland Regulations 2012 Section 28  
paragraph 2;

“The president and any committee may take into account any circumstances occurring before 1st October 2012 in determining whether there has been a continuing failure to act after that date.”

There is a continuing failure by Speirs Gumley to maintain the Waverley Park landscape before and after the 1<sup>st</sup> October 2012 when the regulations came into force. Speirs Gumley’s actions throughout the entire billing/contract period (April 2012 to November 2012) must be taken in to account when determining Speirs Gumley’s continued failure to meet their own Landscape Maintenance Specification.

The estate management style adopted by Speirs Gumley was ineffective. Speirs Gumley adopted a reactive management style, when remotely dealing with Grounds Maintenance, which proved to be ineffective time after time.

The Committee notified Speirs Gumley on an ongoing basis of omitted works and Speirs Gumley in turn notified their contractor. As proved to be the case, Speirs Gumley’s contractor failed to correct the issues. The issues failed to be addressed and rolled on from one visit to the next. Hence, the level of correspondence and the reason we asked for Speirs Gumley to meet with the WPRC Committee on the estate and for a Confirmation Email after a completed visit.

Speirs Gumley had stated on a number of occasions they enjoyed an excellent relationship with the **previous Committee**, and owners, over the years and the estate was maintained to a “high standard”, putting a breakdown in relations to the **current Committee**.

The Committee asked Speirs Gumley to do an exercise, listing the completed works on the estate compared to their Landscape Specification. We refer you to WPRC letter 4<sup>th</sup> September 2012 Page 9<sup>2</sup> second last paragraph and the Waverley Park Landscape Maintenance Check Sheet dated 4<sup>th</sup> September 2012<sup>12</sup> in your possession.

Speirs Gumley stated in their letter 29<sup>th</sup> August 2012<sup>5</sup>, in your possession;

“Since the new Committee has been in place, the correspondence received from them has been excessive and the time spent in endeavouring to address these issues does not reflect the management fee we are levying to the estate.”

The issues raised are a direct result of the inefficient method in which Speirs Gumley has chosen to remotely manage the estate and their management of their appointed Grounds Maintenance Contractor.

The WPRA Committee requested Speirs Gumley to visit the estate to personally witness the incomplete and substandard works. The Committee requested a Confirmation Email after each visit – not a site visit from Speirs Gumley.

Had Speirs Gumley addressed the issues there and then, as raised and minuted<sup>1</sup> on 27<sup>th</sup> April 2012, and met their own Landscape Maintenance Specification, visited and managed the estate as required, we would not be here today and their management fee would be sufficient.

Speirs Gumley has stated they are unable to work with the current Committee and have attempted to discredit the current Committee.

The current WPRA Committee have the support of the residents of Waverley Park and are here today to represent them using my Application as their vehicle for representation.

This is a Grounds Maintenance Contract. It is not difficult. It's as simple as cutting the grass, shrubs, hedges and blowing leaves. Speirs Gumley has proven they cannot meet their own specification as a minimum and it is they who have chosen to withdraw their services from the estate because the current Committee simply require the specification to be met.

Speirs Gumley are charging for completing works to a specification. I ask you; Is it unreasonable to ask for this specification be met? This is the minimum standard that Speirs Gumley should be working to.

Speirs Gumley repeatedly mention “works completed to highest possible standards” in their letter of 29<sup>th</sup> August 2012 to the entire Waverley Park estate. Speirs Gumley’s **highest possible standards** clearly fall short of their own specification.

Let’s not forget, the current Committee were voted in by the residents of Waverley Park **to bring the Factor in to line** on 21<sup>st</sup> March 2012 because the residents were **not** satisfied with Speirs Gumley.

Speirs Gumley’s letters of 23<sup>rd</sup> October 2012 and 19<sup>th</sup> December 2012 state their “relationship with the Committee has deteriorated”; When a customer requests a service provider to meet the agreed specification, which is being charged for in full, why would a service provider (Speirs Gumley in this case) describe the customer relationship as “deteriorating”?

At the WPRA EGM on 3<sup>rd</sup> October 2012, of the 42 households represented at the meeting, a number of which were previous Committee members (and continually referred to by Speirs Gumley) - only one household voted to remain with Speirs Gumley. **(PAUSE)** Who has since raised two separate Applications.



These issues raised are **not** new issues. They are the **same** ongoing issues merely documented and brought to the attention of Speirs Gumley by the current Committee. The current Committee did not cause the issues. They simply identified and recorded them.

The facts remain. The specification has failed to be met and Speirs Gumley failed to tender works.

Issues raised have failed to be resolved and works remained outstanding. The **previous Committee** were unsuccessful in challenging Speirs Gumley. The facts speak for themselves. The removal of the fallen tree proves this beyond doubt. £5,000 to £800 - a reduction of 84% **when challenged**.

To resolve this situation, the WPRC Committee are here today, representing the common interests of the residents of Waverley Park. We only accept there has been 13 partially completed visits to the estate April to October 2012 and should be charged accordingly.

Speirs Gumley have failed to manage the estate in accordance with their specification and have billed for works they have failed to deliver and in some instances have employed the services of a Debt Collection Agency to apply pressure on, harass residents, and threaten to affect their title and credit rating in an attempt to collect undue amounts on Speirs Gumley's behalf.

Speirs Gumley's letter of 12<sup>th</sup> Feb 2013 to the HOHP states; "... I trust the panel will appreciate that the complaints by Mr Tony Mackle and Mr Philip Mackle are without doubt vexatious as they have habitually complained since their appointment as Committee Representatives." Where's the supporting evidence? We have no such **habit** for complaining about Speirs Gumley. On the other hand, Speirs Gumley can certainly be relied upon to habitually not meet their Landscape Maintenance Specification which they charge for in full. We were, and remain, deeply offended by Speirs Gumley's comments about us to the HOHP dated 12<sup>th</sup> Feb 2013. We ask Speirs Gumley to provide supporting evidence or retract these same comments in writing for circulation to the Waverley Park estate.

The current Committee Members were voted in by the residents of Waverley Park at the Annual General Meeting in March 2012 to directly address Speirs Gumley's overcharging and failure to maintain the estate.

Speirs Gumley state in their letter to HOHP 12<sup>th</sup> Feb 2013 in your possession; "It is, in fact, **only** the complainant, his representative, and one other homeowner, who have a current debt due to them withholding payment of accounts rendered during 2012."

Speirs Gumley misled the HOHP. There are in fact at least eight homeowners who have been contacted and in some cases harassed by BPO Collections (a Debt Collection Agency - employed by Speirs Gumley) to obtain payment for services which Speirs Gumley have failed to provide. This is more than the "**only** the complainant, his

representative, and one other homeowner” as stated in Speirs Gumley’s signed letter headed communication to the HOHP.

Incidentally, when the Debt Collection Agency, employed by Speirs Gumley, BPO Collections Ltd, was asked to confirm what information was presented to them to pursue the debt and on what grounds the “debt” was justified or collectable, BPO Collections refused to respond to the resident’s requests. Only when a third party (Neil Bibby, an MSP) requested confirmation, did BPO Collections then confirm they were no longer pursuing the outstanding amounts despite repeatedly harassing one resident on several occasions and failing to give justification. To date, BPO collections have failed to confirm in writing to that homeowner they are no longer pursuing the **debt**, despite numerous requests.

I refer you to the WPRA letter to Speirs Gumley 24<sup>th</sup> December 2012<sup>13</sup> in your possession. Only 13 partially completed visits are accepted. A maximum of 13 chargeable visits with a **minimum** credit applied of 50% for incomplete works and no “Balance of Contract” is due.

Information presented to the Homeowner Housing Panel in support of this Complaint is only part of the correspondence sent to Speirs Gumley since March 2012 in an attempt to reach resolution. All the information has been meticulously gathered, at considerable time and expense, and shared with Speirs Gumley on an ongoing basis.

I thank you for your time and I trust now having listened to me and having examined the correspondence in your possession you will be in no doubt Speirs Gumley failed to manage the estate contract or meet their Landscape Maintenance Specification.

This Committee, with the full backing of all Waverley Park homeowners residing on the estate, are determined to see this MATTER through to the rightful conclusion and are prepared to spend whatever time and resources are required to do so.

Of the evidence in your possession, and taking into account what has been presented today, the evidence speaks for itself and the HOHP must uphold this complaint and Speirs Gumley made to credit for the omitted works.

I will answer any questions you may have and thank you once again.

**PHIL MACKLE 57 Waverley Park Kirkintilloch**

**TOTAL ANNUAL CHARGE. 12 Months at £420.58 per month** **5,046.96**

**Speirs Gumleys Charges in the Period April - November 2012**

|  |                  |          |
|--|------------------|----------|
| 28/04/2012 Clean Sweep                             | Invoice 16/05/12 | 420.58   |
| 28/05/2012 Clean Sweep                             | Invoice 16/08/12 | 420.58   |
| 28/06/2012 Clean Sweep                             | Invoice 16/08/12 | 420.58   |
| 28/07/2012 Clean Sweep                             | Invoice 16/08/12 | 420.58   |
| 28/08/2012 Clean Sweep                             | Invoice 19/12/12 | 420.58   |
| 28/09/2012 Clean Sweep                             | Invoice 19/12/12 | 420.58   |
| 28/10/2012 Clean Sweep                             | Invoice 19/12/12 | 420.58   |
| 23/11/2012 Grounds Maintenance Balance of Contract | Invoice 19/12/12 | 1,206.52 |

**TOTAL INVOICED FOR 14 SUMMER VISITS** **4,150.58**

14 Visits charged totalling £4,150.58

**Cost of each Summer Visit equals £4,150.58 ÷ 14 Visits**

**296.47**

Only 13 partially completed visits to the estate

13 visits x £296.47 maximum if completed to specification

**3,854.11**

Maximum Charge for 13 Visits if complete to Specification

Min 50% Credit for incompleted visits. 50% of £3,854.11

3,854.11

**-1,927.06**

**Proposed Value of 13 partially completed visits**

**1,927.05**

**TOTAL OVERCHARGED £4,150.58- £1,927.05**

**2,223.53**

**Overcharge share per household £2,223.53 ÷ 76 households**

**- 29.26**

**Phil Mackle**

Brought Forward

50.04

Final Invoice

78.13

**SG Total Invoiced Amount REFER TO INVOICE 19/12/12**

**128.17**

**Summary of Overcharged Amounts**

Only 13 visits Credit. 1 No visit at £296.47 ÷ 76 households

- 3.90

50% min Credit for 13 partiall completed visits £1,927.05 ÷ 76 households

- 25.36

**TOTAL CREDIT DUE - 29.26**

**BALANCE DUE TO SPEIRS GUMLEY**

**98.91**

**Disputed amounts out with Applications Currently Raised**

Winter Visits 2010 / 2011 Refer to letter 03/10/12

- 5.81

50% of £9.22 Management Fee 29/02/12 to 28/05/12to August 2012 Invoice 16/05/12

- 4.61

50% of £9.68 Management Fee 29/05/12 to 28/08/12to August 2012 Invoice 16/08/12

- 4.84

50% of £9.15 Management Fee 29/08/12 to 23/11/12to August 2012 Invoice 19/12/12

- 4.58

**- 19.84**

### **Incomplete Landscape Maintenance**

The Current Committee were always prepared to work with Speirs Gumley to turn the situation around. However it became clear in a very short space of time Speirs Gumley were not interested in changing their ways or working with the Committee.

Even although Speirs Gumley continually fell well short of meeting their own Landscape Maintenance Specification they repeatedly claimed the Estate was maintained to a "high standard".

Whose "high standard" I ask? Certainly not the standard expected of the residents of Waverley Park. And, certainly not the standard detailed in Speirs Gumley's own Landscape Maintenance Specification.

The estate was not maintained to Speirs Gumley's Landscape Maintenance Specification. The information in the case notes proves this beyond all doubt.

The residents were being ignored by Speirs Gumley and had been for a long time. The previous Committee were unable or unsuccessful in challenging Speirs Gumley.

Only when the current Committee were voted in by the residents, who had had enough of Speirs Gumley's substandard service, mismanagement and over charging, did Speirs Gumley react. And what was their reaction? They attempted to discredit the Committee, made false claims, stated the complaints were vexatious and finally withdrew their services from the estate on the 23<sup>rd</sup> November 2013.

I ask you, is it unreasonable for the residents of Waverley Park to expect the level of service being charged to meet the specification as a minimum?

I think not, and neither do the residents of Waverley Park.

I thank you again for your time and I trust now having listened to me and having examined the correspondence in your possession you will be in no doubt Speirs Gumley failed to manage the estate contract and failed to meet their Landscape Maintenance Specification.

I trust the HOHP will uphold my complaint and bring this situation to a satisfactory conclusion - correcting the amount overcharged by Speirs Gumley.

Thank You.

## **APPENDIX 2**

Factors written Submissions

Submissions relating to GARDEN MAINTENANCE Application

Re HOHP/PF/13/0121

The position of the Factors is the Application should be refused.

To assist the Panel in determining the matter by written submission, the Factors are content to agree that the documentation which has been lodged and forms the documentation issued by the Panel to the Parties along with the Notice of Referral dated 10<sup>th</sup> February 2014. The documentation is accepted as a proper record of the exchange between the parties and others.

Section 7B of the Application complains that "Landscape Maintenance .... failed to meet... Specification. Despite numerous communication .... the landscape [sic] failed to be adequately supervised or completed to specification. **In particular only 13 partially completed visits took place in the period April to October 2012**".

The period highlighted in bold is relevant. In considering the Application the Panel are respectfully invited to have regard to the date of commencement of the Act, and more particularly the date of registration of the Factors. Given that the Factors were not registered until 1<sup>st</sup> November 2012, any conduct complained of should be considered only in the period after their registration.

The Factors registered on 1<sup>st</sup> November 2012. The application complains that a required number of visits **to October 2012** were not supervised or completed to specification. The Application should therefore be dismissed as irrelevant, given that the entire period of work supervision falls before the date of the Factor's registration. In terms of Section 14/45 of the 2011 Act a Factor's obligation to comply with the Code arises from the date of registration.

The Factors retired from this Development on 23 November 2012. Accordingly the extent of review of the Factors actings by this Panel, should be restricted to the 24 day period, from registration to retiral.

It is recognised that under Regulation 28 (2) that the Panel can consider whether there was a continuing failure relevant from a date before the Act came into force. It is submitted on behalf of the Factors that such a historic review would be inappropriate in the context of this application. By the time the Factors became registered, the inadequacy of the garden maintenance works had been highlighted, and relationship between the Parties had deteriorated to such an extent that the Factors had intimated their intention to withdraw from the Development. There was no continuing "offence" post October 2012. The Panel will recognise that Regulation 28(1) seeks to ensure that the Act does not have a retrospective effect. It is submitted that the Applications seeks to achieve precisely what Regulation 28(1) is designed to prevent.

Accordingly the Panel's consideration of the involvement of the Factor in the 24 day period should relate to the Factor's involvement with the Landscape Contractors in terminating their services, during the period of an ongoing service contract, their negotiation of a

settlement with the contractors on behalf of the Proprietors to reflect any perceived inadequacy of the Landscape Gardeners performance during the contract, and the Factors communication with the Owners on retiring from their management of the Development.

The complaint continues that the Factors "have withdrawn their services from the estate without completing the the [sic] specified works as invoiced. The Factor's position is that having regard to the concerns raised by the Residents Association with Landscape Gardeners they negotiated a discount of approximately 20% from the contractual amount of £5047 to £4150:58.

The Panel should have regard to the wording of the Deed of Conditions when considering the extent of authority of the Factors in negotiating service contracts with service suppliers. The Factors were appointed in terms of Clause 17 which appoints confers on them responsibility for instructing common repairs and maintenance of the Common Ground and for the apportioning the cost thereof among the Proprietors. At Clause 18 (Tertio) the authority of owners is delegated to the Factor to "take charge of all matters pertaining to the maintenance and preservation of the Common Ground and the employment of labour thereanent". Clause (Quinto) bestows authority "to instruct the employment by the Factor of a gardener or gardeners ... and other staff as required for the maintenance and preservation of the Common Ground".

Clause 18 continues declaring that "all expenses and charges incurred for any work undertaken and services performed in terms of or in furtherance of the provisions herein contained ... shall be payable by the Proprietors ... whether Consentors thereto or not ..."

These provisions all point to the fact that the Owners have delegated solely to the Factor their capacity to engage with Contractors and to negotiate with such Contractors on their behalf. It gives the Factor total and sole authority (whether the Owners agree to their determination or not) to discuss and negotiate with contractors including one who might be perceived to have underperformed. The Factors are entitled therefore to negotiate a final position with a contractor whose services are being terminated, and to recover from the proprietors their respective share in the negotiated settlement. That is included in the description of "charges incurred" for any work undertaken and services performed".

The Factors have the sole right to determine with the contractors what should be paid for the contractor's provision of services, and the owners have to pay their respective shares "whether consentors thereto or not". The Factors, on retiring from the Development, were sensitive to concerns which had been expressed to them by the Residents Association and "did a deal" with the contractors complained of. Neither the Applicant, nor his co-proprietors have any authority under the Deed of Conditions or the Factors Code of Conduct, or under any Service Level Agreement to challenge that deal.

Regardless of the level of supervision offered by the Factors, and state of completion of the garden maintenance works, the operation of contracts, the negotiation with the contractors, and payment of any negotiated fee with the contractors, was a matter of delegated authority which fell within the remit of the Factors. It is submitted on their behalf that they fulfilled their obligations to the Owners in an appropriate matter throughout the

operation of the contract, and negotiated an appropriate "out" on behalf of the Owners, utilising their delegated authority.

As referred to above, the Factor's position is that the Application is incompetent given that the period of management complained of fell entirely before the Factors became registered, and subject to the Act and Code. They further submit that their final acts in winding down the contract were performed adequately, out-with the scope of the Application.

W David F Doig

Raeside Chisholm, Solicitors

Glasgow.



## **APPENDIX 3**

List of associated cases

**Schedule**

**Application before hoHP relating to Waverley Park, Kirkintilloch**

**Mr Bryan Owen & Mrs Catherine Owen**  
**10 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0083

**Mrs Julie Marshall**  
**12 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0084

**Mrs Emily Mary Lawson**  
**14 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0085

**Mr Hugh McLaren**  
**16 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0086

**Mr Neil Smith & Mrs Lynne Smith**  
**18 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0087

**Mr Edward O'Brien**  
**20 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0088

**Mr David Gray & Mrs Fiona Gray**  
**21 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0089

**Mr Ross Cumming**  
**22 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0090

**Application before hoHP relating to Waverley Park, Kirkintilloch**

**Mr William Marlin & Mrs Lorraine Marlin**  
**24 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0091

**Mr Fraser McKay**  
**25 Waverley Park, Kirkintilloch, Glasgow, G66 2BL**

- HOHP/LM/13/0092

**Mrs Agnes Mooney**  
**26 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0093

**Mr Howard Elliot**  
**27 Waverley Park, Kirkintilloch, Glasgow, G66 2BL**

- HOHP/LM/13/0094

**Mr David Russell & Mrs Lorna Russell**  
**28 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0095

**Mr David Thomson**  
**29 Waverley Park, Kirkintilloch, Glasgow, G66 2BL**

- HOHP/LM/13/0096

**Mr Colin McGeoch**  
**30 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0097

**Mr Stephen McAdam**  
**31 Waverley Park, Kirkintilloch, Glasgow, G66 2BL**

- HOHP/LM/13/0098

**Mr Steven Shepherd**  
**32 Waverley Park, Kirkintilloch, Glasgow, G66 2BP**

- HOHP/LM/13/0099

**Application before hoHP relating to Waverley Park, Kirkintilloch**

**Mrs Jennifer Hughes**  
33 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0100

**Mr Michael Gourlay & Mrs Marion Gourlay**  
34 Waverley Park, Kirkintilloch, Glasgow, G66 2BP

- HOHP/LM/13/0101

**Mr Sean Simpson**  
35 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0102

**Mr Franco Dinardo**  
36 Waverley Park, Kirkintilloch, Glasgow, G66 2BP

- HOHP/LM/13/0103

**Mr Martin Mulgrew**  
37 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0104

**Mrs Maureen Santosh**  
38 Waverley Park, Kirkintilloch, Glasgow, G66 2BP

- HOHP/LM/13/0105

**Mr Alex MCCahill**  
41 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0106

**Mr Robert Acheson & Mrs Mary Acheson**  
42 Waverley Park, Kirkintilloch, Glasgow, G66 2BP

- HOHP/LM/13/0107

**Mrs Pamela Hutton**  
43 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0108

Application before hohp relating to Waverley Park, Kirkintilloch

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**Mr Vishal Dey**  
44 Waverley Park, Kirkintilloch, Glasgow, G66 2BP

- HOHP/LM/13/0109

**Mr Eddie McKenna & Mrs Barbara McKenna**  
45 Waverley Park, Kirkintilloch, Glasgow, G66 2BL

- HOHP/LM/13/0110

**Mr Joseph Oliver**  
46 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0111

**Mr Edward Young & Mrs Jean Young**  
47 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0112

**Mr Brian Cawley & Mrs Marlyn Cawley**  
48 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0113

**Mr Graham Gold**  
49 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0114

**Mr Martin Robertson**  
51 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0115

**Mrs Alison Lynn**  
52 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0116

**Ms Mary Mulgrew**  
53 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0117

**Application before hohp relating to Waverley Park, Kirkintilloch**

**Mrs Tracy Dow**  
**54 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0118

**Mr Christopher Breen & Mrs June Breen**  
**55 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0119

**Mr George Wilkie**  
**56 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0120

**Mr Philip Mackle**  
**57 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0121

**Mrs Lisbeth Brown**  
**59 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0122

**Mr Angus Howe & Mrs Sharon Howe**  
**60 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0123

**Mr William Morris**  
**61 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0124

**Mr Alan Campbell**  
**62 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0125

**Application before hoHP relating to Waverley Park, Kirkintilloch**

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**Mrs Margaret Connelly**  
63 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0126

**Mrs Mary Aitken**  
64 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0127

**Mr James Brown & Ms Suzanne McQueen**  
65 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0128

**Mr Gen Cannibal & Mrs Alison Cannibal**  
66 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0129

**Mr Rod Morrison**  
67 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0130

**Mr Robert Carrigan & Mrs Desiree Carrigan**  
68 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0131

**Mr Derek Barton**  
69 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0132

**Mr James Gentle**  
70 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0133

**Mr Chaz McDonald & Mrs Stephanie McDonald**  
71 Waverley Park, Kirkintilloch, Glasgow G66 2BL

- HOHP/LM/13/0134

**Application before hoHP relating to Waverley Park, Kirkintilloch**

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**Mr Bruce Thomson & Mrs Diane Thomson  
72 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0135

**Mr Andrew McMillan  
73 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0136

**Mr John McGavin & Mrs Linda McGavin  
74 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0137

**Mr John McCreadie & Mrs Karen McCreadie  
75 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0138

**Mr David Baxter & Mrs Diane Baxter  
76 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0139

**Mr John Cowan & Mrs Janice Cowan  
77 Waverley Park, Kirkintilloch, Glasgow G66 2BL**

- HOHP/LM/13/0140

**Mr Martyn Russell & Mrs Margaret Russell  
78 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0141

**Mr Martin Cole & Mrs Kirsten Cole  
80 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0142

**Mr Matten David Scanlon & Mrs Leanne Scanlon  
82 Waverley Park, Kirkintilloch, Glasgow G66 2BP**

- HOHP/LM/13/0143



Application before hohp relating to Waverley Park, Kirkintilloch

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**Mr Robert Brown & Mrs Linda Brown**  
84 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0144

**Mr Joseph Mullen & Ms Angela Storrie**  
86 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0145

**Mrs Grace Carr**  
100 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0146

**Mr Dhinakar Subramani**  
102 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0147

**Mr Paul Webb**  
104 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0148

**Mr James McNamee & Mrs Helen McNamee**  
106 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0149

**Mrs Kerry Thomson**  
108 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0150

**Mr Garry Simpson & Mrs Christine Simpson**  
112 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0151

**Mrs Gillian Cameron**  
114 Waverley Park, Kirkintilloch, Glasgow G66 2BP

- HOHP/LM/13/0152