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

hohp Ref: HOHP/PF/13/0012

Re: Property at 3/2, 95 Oban Drive, Glasgow (collectively "the Property")

The Parties:-

Ms Linda MacDonald, 3/2, 95 Oban Drive, Glasgow ("the Applicant")

Grant & Wilson, 65 Greendyke Street, Glasgow, G1 5PX ("the Respondent")

Decision by a Committee of the Homeowner Housing Panel
In an Application under section 17 of the Property Factors (Scotland) Act 2011

Committee Members:

John McHugh (Chairman); Robert Buchan (Surveyor Member); Elaine Munroe (Housing Member).

DECISION

The Committee has jurisdiction to deal with the Application.
The Respondent has failed to carry out its property factor's duties.
The Respondent has failed to comply with its duties under section 14 of the 2011 Act.

The decision is unanimous.

We make the following findings in fact:

The Applicant is the owner of Flat 3/2, 95 Oban Drive, Glasgow.
The Respondent is the factor appointed by the owners of the flats within 95 Oban Drive to manage the property.
The property factor's duties which apply to the Respondent arise from the Statement of Services. Its duties arose with effect from 1 October 2012.
The Respondent was under a duty to comply with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors from the date of its registration as a Property Factor (7 December 2012).
The Applicant has, by her emails of 10 and 20 December 2012, notified the Respondent of reasons as to why she considers the Respondent has failed to carry out its property factor's duties and its obligations to comply with its duties under section 14 of the 2011 Act.
The Applicant's emails of 10 and 20 December raised specific concerns regarding insurance, failure to deal with defective works and failures in the instruction and co-ordination of common repairs.
The Respondent failed to respond to the Applicant's email of 20 December 2012.
The Respondent failed to respond in a meaningful fashion to the Applicant's email of 10 December 2012.
The Respondent has unreasonably delayed in attempting to resolve the concerns raised by the Applicant.

Hearing
A hearing took place at the offices of the Homeowner Housing Panel, Glasgow on 9 April 2103.

The Applicant represented herself. She gave evidence but called no other witnesses.

The Respondent was represented by Paul Neilly, solicitor of Mitchells Roberton and by Linda Thomson of the Respondent who was the sole witness who gave evidence on its behalf.

Introduction
In this decision we refer to the Property Factors (Scotland) Act 2011 as "the 2011 Act"; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors as "the Code"; and the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012 as "the 2012 Regulations".

The Respondent became a Registered Property Factor on 7 December 2012 and its duty under section 14(5) of the 2011 Act to comply with the Code arises from that date.

The Committee had available to it and gave consideration to: the Application dated 8 January 2012 (which it was confirmed by the Applicant and accepted by the Committee should properly have been dated 2013); further documents lodged by the Applicant on or around 27 March 2013; the Respondent's Response dated 13 February 2013 and the supporting documents lodged with the Response and a letter dated 26 March 2013 by the Respondent's solicitors which raised questions of jurisdiction (which we shall refer to in this decision as "the Jurisdiction Question").

REASONS FOR DECISION

The Jurisdiction Question
Although the hearing on 9 April proceeded as a substantive one (there having been no application by either party for a direction that the Jurisdiction Question should proceed as a preliminary issue), the Jurisdiction Question was dealt with at the outset.

The Respondent's solicitor's letter of 26 March argued in essence that the Committee had no jurisdiction to deal with the matter because the Applicant's complaints related to events occurring prior to the coming into force of the obligations contained within section 17 of the 2011 Act on 1 October 2012. The Respondent's argument is that the Applicant cannot avail herself of section 17 because she has not previously raised the matters of complaint with the Respondent as she is required to do by the terms of section 17 itself (and by Regulation 6 of the 2012 Regulations).

Mr Neilly on behalf of the Respondent made further submissions at the hearing. He indicated that the Respondent accepted that the Applicant had notified her concerns to the Respondent after 7 December 2012 in terms of section 17(3)(a). His submission was that in terms of section 17(3)(b) the Respondent must have refused to resolve, or unreasonably delayed in attempting to resolve, the Applicant's concerns and that that was not the case here. In support of that submission, he referred to the email of 14 December 2012 issued by the Respondent's Amanda Gilmour in response to the Applicant's email of 10 December 2012 which he submitted set out the Respondent's position by reference to earlier correspondence between the parties.

Mr Neilly's submission was accordingly that the application was incompetent or at least premature.

Mr Neilly submitted that the Committee was both entitled (generally and under specific reference to Regulation 28), and ought, to look at the parties' pre 1 October 2012 correspondence in dealing with the application.

Mr Neilly's submission initially did not address the Applicant's subsequent email of 20 December 2012 to which the Committee noted no evidence within the papers before it of a reply. Ms Thomson could offer no evidence that the Respondent had responded to the email of 20 December.

She offered speculation that the reason for non response might have been the proximity of the festive holiday period or because the application to the Panel followed shortly thereafter.

The Applicant confirmed that she had sent the email of 20 December 2012 to the Respondent but received no reply. We found the Applicant's evidence on this matter to be entirely reliable and credible.

The Applicant's position was that she had raised relevant concerns in writing with the Respondent on 10 and 20 December 2012 and that these had, in the case of the former, not been adequately addressed and, in the case of the latter, not addressed at all, and, accordingly, that there was unreasonable delay in resolving her concerns.

Given the potential for a finding in favour of the Respondent in respect of the Jurisdiction Question to avoid the need for the remaining substantive matters to be addressed, the Committee rose to consider the matter. Having done so, we made no formal finding at that stage but allowed the hearing to continue.

We consider that any argument (as contained in the letter of 26 March) that the Applicant had failed to inform the Respondent of the concerns which form the basis of the Application to be misconceived. It is evident that the Applicant was aware of the importance of the dates of 1 October 2012 (the coming into force of the 2011 Act) and 7 December 2012 (the date of registration of the Respondent). We understood that Mr Neilly no longer advanced such an argument at the hearing.

We have considered a copy of the email chain dated 10, 14 and 20 December 2012 between the Applicant and Amanda Gilmour of the Respondent (given by the Applicant the title HOHP-12). This reiterates the Applicant's concerns.

Accordingly, we decide that, by issuing her emails of 10 and 20 December 2012, the Applicant has adequately raised her concerns with the Respondent under section 17(3) of the 2011 Act prior to the raising of her complaint with the Homeowner Housing Panel.

We further decide that the terms of section 17(3)(b) have been satisfied by the Respondent's failure to reply to the Applicant's email of 20 December 2012 and by the absence of a substantive reply to the email of 10 December 2012.

It is evidently the case that the matters which are the subject of the application have their background in factual events which occurred well in advance of October 2012.

Regulation 28(1) of the 2012 Regulations provides: "Subject to paragraph (2), no application may be made for determination of whether there was a failure before 1 October 2012 to carry out the property factor's duties".

Regulation 28(2) provides that the Committee "may take into account any circumstances occurring before 1 October 2012 in determining whether there has been a continuing failure to act".

It therefore seems that if the matters which are the subject of complaint relate to a period both after 1 October 2012 and before that date, the Committee may consider the Application.
It therefore appears to us that what the Applicant must be able to identify is a failure occurring after 1 October 2012. If that failure has been a continuing one, that is no reason why the Committee may not consider the allegations of failure post 1 October 2012.

In the present case, the Applicant has identified a range of alleged failures, each of which occurred at least in part after 1 October 2012.

The position governed by Regulation 28 is, of course, only in relation to "property factor's duties" as opposed to compliance with the Code.

Regulation 28 has no application to alleged failures under the Code. In the present case, the Applicant has identified a range of alleged failures, each of which occurred (at least in part) after 7 December 2012.

Accordingly, it appears to us that the Applicant has made complaints in her application which relate to alleged failures occurring after the relevant dates.

In assessing the Applicant's complaints we have had regard (as parties agreed we should) to circumstances arising prior to both 1 October and 7 December 2012. Regulation 28 entitles us to do so in the case of complaints regarding property factor's duties.

We also have had regard to the overriding objective (Regulation 3) which requires us to deal with the proceedings justly and which we consider allows (if not obliges) us to consider circumstances arising prior to both 1 October and 7 December 2012.

The Legal Basis of the Complaints

The Applicant complains under reference to Sections 2.1 and 2.5; 5.2 and 5.8 and 6.1 and 6.9 of the Code. She also complains of a failure to carry out the property factor's duties.

Property Factor's Duties

The Respondent with its Response has attached a document headed "Terms of Service & Delivery of Standards" which the parties agreed at the hearing should be taken as the agreed basis of the property factor's duties. We refer to that document in this decision as "the Statement of Services".

The Statement of Services has numbered paragraphs which in turn have unnumbered bullet points. The Applicant has confirmed that she relies upon the following bullet points:

"Co-ordinates Trades involved in repairs...
Investigate Claims of unsatisfactory work...
Liaise with owners of adjoining properties...
Handling all correspondence in regards to the property on behalf of the owners...
Reporting matters requiring quotation or inspection to a contractor within 3 working days...
Schedule of the insurance policy is sent to all Owners every year..."

The Code

The elements of the Code relied upon in the application provide:

"2.1 You must not provide information which is misleading or false...

2.5 You must respond to enquiries and complaints received by letter or email within prompt timescales. Overall your aim should be to deal with enquiries and complaints as quickly and as fully as possible, and to keep homeowners informed if you require additional time to respond. Your response times should be confirmed in the written statement...

5.2 You must provide each homeowner with clear information showing the basis upon which their share of the insurance premium is calculated, the sum insured, the premium paid, any excesses which apply, the name of the company providing insurance cover and the terms of the policy. The terms of the policy may be supplied in the form of a summary of cover, but full details must be available for inspection on request at no charge, unless a paper or electronic copy is requested, in which case you may impose a reasonable charge for providing this...

5.8 You must inform homeowners of the frequency with which property revaluations will be undertaken for the purposes of buildings insurance, and adjust this frequency if instructed by the appropriate majority of homeowners in the group...

6.1 You must have in place procedures to allow homeowners to notify you of matters requiring repair, maintenance or attention. You must inform homeowners of the progress of this work, including estimated timescales for completion, unless you have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required...

6.9 You 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 Factual Complaints

The factual matters underlying the complaint are:

Failure to pursue contractors regarding failed render works.
Failure to co-ordinate/instruct common repairs.
Failure to provide information regarding insurance.

We deal with these in this decision in the order which they were dealt with at the hearing.

Insurance
Essentially, the complaint is that the Applicant has requested to know, but has not been informed of, the reason why there is a difference between the premium amount as shown on a Summary of Cover provided by the Respondent to the Applicant and the amounts appearing on the quarterly statements provided by the Respondent to the Applicant. The Applicant maintained that the information which had been sent to her by the Respondent did not answer her question.

The Applicant had raised other insurance related complaints in her application but advised at the hearing that she no longer wished to insist upon those complaints.

She had, in particular, originally raised the question of whether any of the repairs required to the property in question are covered by a policy of insurance. The Respondent's response states that the proposed works are not covered by insurance and the Applicant accepted that was the position. Ms Thomson helpfully volunteered that insurers had refuted a claim which the Respondents had intimated to them.

Document HOHP-13 is a Summary of Cover dated 27 March 2012 covering the period 1 May 2011 to 1May 2012. It specifies a premium of £284.84. It is followed by various Statements of Common Charges issued by the Respondent to the Applicant which include insurance charges.

Ms Thomson on behalf of the Respondent quickly volunteered that the calculation of the quarterly instalments and reconciliation of them with the annual premium as shown on the Summary of Cover would be a simple matter which could easily be explained. She volunteered that she would explain the matter direct to the Applicant.

The Committee expressed its surprise that if the matter was easily capable of explanation by the Respondent, that the Respondent had not replied to the Applicant's repeated requests on the matter previously.

It is a matter of regret that a matter readily admitted by the Respondent as simple to explain has been allowed by the Respondent to reach this advanced stage. There was no adequate explanation for this state of affairs. It was Ms Thomson's position that while she had been capable of

responding to the inquiry, she had not previously been aware of, or responsible for, dealing with it. She could not explain her colleagues' failure to deal with the matter.

We decide that the Respondent's conduct in this matter and, in particular, its failure to provide the information requested in the Applicant's emails of 10 and 20 December, constituted a failure to comply with Clause 2.5 of the Code. We decide that the there was no failure to comply with the property factor's duties. None of the property factor's duties highlighted in the Application appeared to cover the facts relating to the insurance which emerged at the hearing.

Failure to Pursue Contractors

The Applicant's case is that repairs were carried out to render on the gable between the Applicant's block and the neighbouring block (No.93) in or around December 2009. The Applicant reported the alleged failure of the render works (as advised by a tradesman attending another matter) to the Respondent in 2011 and the Respondent issued an estimate for repair in March 2012. The Applicant and the Respondent have been in communication since that time, with the Applicant's position being that the Respondent ought to attempt to achieve the rectification of the render by the contractors which carried out the works.

The Applicant raises this matter in her email of 10 December 2012 to the Respondent's Amanda Gilmour.

Ms Gilmour responds in her email of 14 December 2012 that there were no such render works carried out by the contractors and so no contractor capable of being pursued.

The Applicant responded by email of 20 December 2012 raising the matter further.

The information available to us in document HOHP-16 is a letter by the Respondent to the Applicant concerning the works in question. On the face of that letter's enclosures, it would appear that the render work in question was included in the work quoted for and completed. The same letter (without enclosed quotations) was lodged by the Respondent.

The Respondent has lodged a letter by its Scott Robertson to the Co-Owners of 95 Oban Drive dated 15 February 2012. It states (regarding re-rendering of the party wall at Flat 3/2, which the Applicant confirmed, and which we accept, is the gable between No.s 93 and 95) that a section of the work is defective and that "some of the cost may be claimed back from the contractor".

The basis for the Respondent's position that the render works were not included is stated in the Response. This includes that the "works were completed as per the specification" and that the Respondent's Contracts Manager approved the works as complete. The Respondent states that the contractor was Appleby as opposed to Grierson & Sons, as the Applicant claims.

The Respondent has lodged a letter by its Andrew Maitland to the owners dated 9 February 2009 indicating that Appleby Roofing & Maintenance Contracts were to proceed with their estimate (although they were not apparently one of the original estimating contractors). This appears to contrast with a letter lodged by the Applicant (HOHP-03) of the same date also written by Mr Maitland in which he advises the Applicant that the contractor is F Grierson & Sons. The text of the two letters appears identical with the exception of the contractors' names.
Ms Thomson was invited to explain the discrepancy between the letters but was unable to do so. She advised that her consideration of the Respondent's file revealed both versions. She accepted that the Applicant had received the letter referring to Grierson. She speculated that that may have been a mistake.

Ms Thomson advised that she had examined the Respondent's file and satisfied herself that the true position was that the work had been contracted to Grierson but sub contracted by them to Appleby. Why such work should be sub-contracted was not explained.

Ms Thomson initially took the position that there was no render work carried out on the gable end, referring to an inspection which she had instructed the day before the hearing and presenting a photograph apparently taken by the contractor of the gable end. After some discussion, it became apparent that that contractor appeared to have misunderstood the instruction and instead was reporting on the gable between No.s 95 and 97.

Ms Thomson advised in relation to Mr Robertson's letter of 15 February 2012 that she did not know why he had written in the terms he had. She found no evidence for the content of his letter. He was no longer with the Respondents.

Having apparently accepted that there had been works carried out to the No.93/95 gable in 2009, Ms Thomson's position was then to argue that there was no failure of the render as evidenced by there having been no water ingress to the Applicant's flat. She was asked to consider the photographs produced in document HOHP-19 (a report of Graham Roofing recently commissioned by the Applicant) which refers to a "poor patch repair" to the render in question.

The Applicant attaches importance to the apparent relationship between the contractor and the Respondent (a director of the Respondent was said to be a director of the contractor, Grierson) and that that may form the basis for a motivation for the Respondent not to pursue the contractor. We do not propose to address that issue as we do not require to do so for the purpose of reaching our decision. However, Ms Thomson admitted that, as the respondents are not insured to go up on to the roof of a four storey building, they rely on their contractors in effect to self-certify that their work has been completed satisfactorily. If the director or employee of such a contractor is also employed by the Respondent then there seems an obvious conflict of interest should the quality of the work be questioned by an owner.

The Applicant also expressed a concern that the rendering works, if to be paid by the owners at all, should be shared among the owners of no.95 and those of no. 93.

The position of the Respondent on the question of the render was contradictory and confused. We found Ms Thomson's evidence to be unsatisfactory because of her insistence upon various consecutive lines of inconsistent explanation.

By the end of the discussion of this head of complaint, Ms Thomson acknowledged that there ought to be an independent inspection of the render work and that the contractor, Grierson, ought to be pursued to rectify any defects identified. She further acknowledged that the appropriate split of any costs associated with works to the gable of No.s 93/95 was among the 16 proprietors of the two blocks as opposed to the eight within No.95. Her evidence was that she did not know why the matter had never been addressed by the Respondent properly.

We decide that the Respondent's response of 14 December 2012 was misleading and constituted a failure to comply with Clause 2.1 of the Code. We decide that the Respondent's failure to provide the information requested in the Applicant's emails of 10 and 20 December constituted a failure to comply with Clause 2.5 of the Code. We decide that the Respondent's conduct in failing to investigate the complaint of defective work or to attempt to pursue the contractor responsible to breach Clause 6.9 of the Code. We decide that the same conduct constituted a failure to comply with the property factor's duties being the bullet points in the Statement of Services "Investigate Claims of unsatisfactory work" and "Liaise with owners of adjoining property".

Failure to co-ordinate/instruct common repairs

The Applicant's complaints are that the Respondent has failed to achieve the instruction of certain common repairs. These include repairs to guttering, works to rotten roof sections. The Applicant raised these matters in her emails of 10 and 20 December 2012.

The Applicant has a concern regarding delay in the instruction of these works. The Respondent produced quotations for the works in or around March 2012. The Applicant has concerns regarding the quotations which she has expressed to the Respondent since March 2012. Her concerns include

a lack of specification in the quotations for guttering works and the absence of a third quotation. In particular, she is concerned regarding the lack of detail in the quotation by JLG Slating & Property Maintenance Ltd (HOHP -18). The applicant underlined this lack of detail by producing a quotation she had obtained on the 5th March 2013 from Graham Roofing. This extends to 8 pages including photographs and which ends with an advisory note that it might be more prudent to consider carrying out complete re-roofing.

She is concerned at the high level of the quotation for redecoration works.

The Respondent purports to answer this complaint by providing evidence that it has advised the owners of the work which is required (it has produced letters of 15 and 27 February, 6 March and 3 May) and that the owners have refused to authorise and pay for the works.

At the hearing Ms Thomson insisted for some time that the issue was that there was no evidence that the property owners wanted to go ahead with the works. On questioning, she did however accept that that was no reason for the Respondent to have failed to respond to the questions raised by the Applicant in her emails of 10 and 20 December 2012.

Ms Thomson eventually accepted that the Respondent has not at any point addressed the Applicant's specific complaints. She acknowledged that there ought to have been a response but could not explain its absence.

We decide that the Respondent's conduct in this matter constituted a failure to comply with Clause 2.5 of the Code. We decide that there was no failure to comply with the property factor's duties. None of the property factor's duties highlighted in the Application appeared to cover the facts which emerged at the hearing.

Observations

Throughout the hearing, Ms Thomson was at pains to explain that she had had no direct involvement in the matter until very recently and was therefore unable to offer explanations of the Respondent's actions. This theme recurred throughout the hearing. Ms Thomson appeared to have been sent by the Respondent to the hearing before the Committee, to attempt to justify its actions despite having only the barest knowledge of the relevant history. Late in the proceedings, Ms Thomson indicated that she had only seen for the first time the emails of 10, 14 and 20 December 2012 when they were put to her at the hearing. Those are central pieces of evidence in this case and that the Respondent's sole witness had no knowledge of them, indicated an astonishing and disturbing lack of preparation by the Respondent for these proceedings. Those emails were available to the Respondent both by their original involvement in their sending and receipt and by the Panel having sent copies to the Respondent on 14 February 2013. There was also little evidence of Ms Thomson having familiarity with other documents lodged with the Committee.

We would observe that the Respondent's failures to deal with the concerns of the Applicant appear to demonstrate a concerning lack of communication. In so far as it was explained that the Respondent's inability to answer questions arose because there had been a change in identity of the Respondent's staff with responsibility for the management of 95 Oban Drive, this appeared to indicate an apparent absence of record keeping by the Respondent. Adequate record keeping ought to have ensured a continuity of service even if continuity of staff could not be ensured. There also appeared to be little evidence of communication between Ms Thomson and Amanda Gilmour, the person within the Respondent who had had recent involvement with the Applicant. Although the Respondent has a formal complaints procedure, it was not apparent to us on the basis of the evidence that it had been applied in this case. The lack of detail in quotes and the unresolved disparity between quotes suggested an absence of appropriate management systems to deal with the instruction, monitoring, recording and approval of works undertaken.

The Respondent's approach stood in stark contrast to that of the Applicant who provided clear arguments in support of her position and who conducted her case well and with an intimate

knowledge of the facts and relevant documents. We found her to be an impressive and entirely credible and reliable witness.

During the course of the hearing, Ms Thomson on behalf of the Respondent, indicated, quite properly, that she felt that she could, with a little effort, address the concerns of the Applicant relatively easily and within a relatively short time. The parties discussed the matters of insurance and of the render during the lunch break and presented a document which indicated a proposed course of action to be followed between the parties on those matters. It quickly became evident that the rough heads of terms drafted by the parties in the short available time would require further refinement. Accordingly, matters were left that the Committee would not manage that process but that it would proceed to issue its decision. It was explained that if the Committee considered that a property factor enforcement order was required, it may take into consideration any matters which had become the subject of agreement between the parties and that the parties should therefore communicate to the Homeowner Housing Panel's office the detail of any agreement which had been reached.

PROPERTY FACTOR ENFORCEMENT ORDER

We propose to make the following property factor enforcement order:

Within 28 days of the date of the communication to the Respondent of the property factor enforcement order, the Respondent must:

1 *Issue an apology to the Applicant in respect of the Respondent's failure to communicate adequately with her, contrary to the provisions of the Code.*

2 *Make a payment to the Applicant in recognition of the inconvenience caused to her of £100.*

3 *Confirm to the Applicant how the amounts shown in the Quarterly Statements issued to her by the Respondents in the period 2011 to 2012 relate to the premiums shown in the Summary of Buildings Insurance Cover (Document HOHP-13) and provide clear supporting calculations.*

4 *At the sole cost of the Respondent, obtain an independent report regarding the condition of the render repair works carried out to the gable of No.s 93 and 95 Oban Drive in or around December 2009 and ensure that any defects found in the works are remedied at no cost to the proprietors of No.s 93 and 95 Oban Drive (either by such costs being met by the responsible contractor or by the Respondent).*

5 *Provide to the Applicant and to the other proprietors of No.95 Oban Drive by recorded delivery post the information requested by her in her email of 10 December 2012 regarding the outstanding common works to the roof space and guttering being: a third quotation for the works; the further specification requested regarding the quotations obtained and revised redecoration quotations.*

6 *Provide documentary evidence to the Committee of the Respondent's compliance with the above Property Factor Enforcement Order by sending such evidence to the office of the Homeowner Housing Panel by recorded delivery post.*

Section 19 of the 2011 Act provides as follows:

"...(2)In any case where the committee proposes to make a property factor enforcement order, they must before doing so--

(a)give notice of the proposal to the property factor, and

(b)allow the parties an opportunity to make representations to them.

(3)If the committee are satisfied, after taking account of any representations made under subsection (2)(b), that the property factor has failed to carry out the property factor's duties or, as the case may be, to comply with the section 14 duty, the committee must make a property factor enforcement order..."

The intimation of this decision to the parties should be taken as notice for the purposes of section 19(2)(a) and parties are herby given notice that they should ensure that any written representations which they wish to make under section 19(2)(b) reach the Homeowner Housing Panel's office by no later than 14 days after the date that this decision is intimated to them. If no representations are received within that timescale, then the Committee is likely to proceed to make a property factor enforcement order without seeking further representations from the parties.

Failure to comply with a property factor enforcement order may have serious consequences and may constitute an offence.

APPEALS

The parties' attention is drawn to the terms of section 21 of the 2011 Act regarding their right to appeal and the time limit for doing so. It provides:

"...(1)An appeal on a point of law only may be made by summary application to the sheriff against a decision of the president of the homeowner housing panel or a homeowner housing committee.

(2)An appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made..."

Signed J McHugh Date 22/4/13

JOHN M MCHUGH

Chairperson