Decision of the Homeowner Housing Committee issued under Section 19(1)(a) of the Property Factors (Scotland) Act 2011 and the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012

HOHP reference: HOHP/PF/16/0101

Re: 2/1 Sutcliffe Road, Glasgow G13 1BU ('the property')

The Parties:

Stuart Donald, residing at 2/1 Sutcliffe Road, Glasgow G13 1BU ('the homeowner');

and

GHA (Management) Limited, registered in Scotland under the Companies Act 1985, Registered No.SC245072, having their registered office at 177 Trongate, Glasgow G1 5HF, trading as YourPlace Property Management and having a place of business at 25 Cochrane Street, Glasgow G1 1HL ("the property factor')

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

Committee members:

George Clark (chair) and David Hughes Hallett (housing member)

Decision

The Committee has jurisdiction to deal with the Application.

The property factor has failed to comply with its duties under section 14 of the 2011 Act.

The Decision is unanimous.

Introduction

In this decision, the Property Factors (Scotland) Act 2011 is referred to as "the Act"; the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors as "the Code"; and the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012 as "the 2012 Regulations". The Homeowner Housing Panel is referred to as "HOHP".

The property factor became a Registered Property Factor on 1 November 2012 and its duty under section 14(5) of the 2011 Act to comply with the Code arises from 1 November 2012, the date on which the Act came into force.

The Committee had available to it and gave consideration to: the application by the homeowner received on 15 July 2016 with supporting documentation from the homeowner; a letter from the homeowner to HOHP dated 4 November 2016, with which he enclosed a Timeline, copies of e-mail exchanges between the Parties in February, March and April 2016 and copies of letters issued by the property factor dated 21 July, 16 August, 6 September and 17 October, all 2016; and a letter from the property factor to HOHP dated 21 October 2016, enclosing a copy of their letter addressed to the homeowner dated 5 August 2016 and various sample letters.

Summary of Written Representations

The following is a summary of the content of the homeowner's application to HOHP:- The property factor had failed to comply with Sections 2.4,2.5 and 6.1 of the Code and had failed to carry out the Property Factor's duties. The homeowner's application included a letter dated 12 March 2016, in which he stated that he had reported to the property factor a leak in the roof of the property and water running down the wall of the living room on 13 November 2015. The initial reaction of the property factor had been to say that they would get someone out at some point over the following few days. The homeowner had eventually persuaded the property factor to log the job as an emergency. Later that day, the property factor had sent a plumber to deal with the problem. The homeowner stated that it was obviously not a job for a plumber and, the following day, a slater came out to the property. He could not, however, access the source of the problem and said he would have to log another job line. The only advice he had given to the homeowner was that if the problem became worse, the homeowner should phone the property factor again.

The homeowner had telephoned the property factor's repair line again on 19 November 2015 and had been told that the job was with City Building to provide a quote. The homeowner had heard nothing further about the repair until 23 February 2016 during an e-

mail exchange with the property factor's repairs team, when he had been advised that the job line had been closed on 24 December 2015, as City Building had been unable to access the property to provide a quote. The homeowner's letter advised the property factor that at no point had the property factor or City Building attempted to contact him to arrange access or advise him that the job line had been closed off.

The homeowner had subsequently found out that a neighbour had received a series of text messages in December 2015, saying that contractors had been unable to gain access to the building. The neighbour had not had any repairs issues outstanding at that time and the homeowner asked the property factor whether messages which should have gone to him had been sent in error to the neighbour.

The homeowner stated in the letter of 12 March 2016 that someone had now looked at the repair. He had arrived unannounced, but fortunately someone had been at the property at the time and had been able to give the contractor access. The homeowner accepted that the work now appeared to be in hand, but this did not make up for the poor service that he had received up to that point.

The homeowner then referred to an Abatement letter that had been issued by Glasgow City Council on 24 December 2015 regarding water penetration into Flat 2/2. He understood that the property factor had sent letters to all owners in the block on 2 February 2016, with a quote for the work and seeking approval by ballot to instruct the work. The homeowner had not received that letter and, on further investigation, ascertained that it had been sent to the son of the previous owner of the property. The property factor had then told the homeowner that its repairs system had not been updated when property had changed hands. The homeowner had, however, been living in the property for 5 years and had been receiving factoring bills and information about other improvement works, such as the installation of a security door in 2011. All of these had been correctly addressed to the homeowner, but he had no way of knowing whether other correspondence issued by the property factor had also been sent to an incorrect address.

The homeowner was particularly concerned that he had been advised that letters had been sent in 2015 seeking interest in taking forward an owner-led project to renew the roof of the block. He had not received the letter, so could not vote in favour, as he would have wished to do, and had since found out that his vote would have secured the majority needed to take forward the next stage of the process. He was extremely annoyed that further damage had been done to the property since then, which might have been avoided had the property factor not made such a fundamental error in administering the ballot.

In his letter to the property factor dated 12 March 2016, the homeowner raised a further concern, namely about a repair reported by the homeowner and a neighbour regarding loose slates overhanging the front door of the common entrance door to the block of which the property forms part. Somebody had attended this job on 30 January without any

equipment and had attempted to deal with the problem by standing on a stool and leaning out of the homeowner's bedroom window, "swatting" at the slates with the end of a mop. When the homeowner looked at the roof later in the day, the slates were still overhanging the door, but he later found out that the job had been closed off as completed. The job had eventually been done on 25 February, but only after a number of e-mails between the homeowner and the property factor. The homeowner had since received a repair bill for "emergency repair to make safe roof", showing the job as having been completed on 30 January. The description give of the job indicated that it was for fitting a temporary tarpaulin to make the roof wind and water tight. This was completely misleading as the work carried out on 30 January had been the failed attempt to move the dangerous slates.

The homeowner also stated that, on 19 February, he had asked that his complaints be escalated to a senior manager and had been advised that his details would be passed to Mr Tom Cuthill. Mr Cuthill had not, however, made contact with him.

The homeowner's written submissions included an e-mailed response from the property factor to the letter of 12 March 2016. It was dated 18 March and was sent by Mr Tom Cuthill, the property factor's Common Repairs Team Manager. He stated that the original repair reported on 13 November 2015 had been wrongly raised as a leak from the attic and, on the assumption that it was a leak from the water tank in the attic, a plumber had been sent. Repairs were raised by the property factor's contact centre staff using diagnostic tools and Mr Cuthill apologised that on that occasion, the property staff had got it wrong. Further repairs had been noted as no access, but the property factor accepted that if no prior arrangement had been made, the homeowner could not be available to provide access. The property factor had upheld that aspect of the homeowner's complaint. The property factor also accepted that the homeowner should have received an automated letter advising him the the repair had been cancelled. The property factor used the services of a third party provider to issue all automated mail and had contacted that party's account manager to minimise the risk of a repeat of the issue. Mr Cuthill also stated that with regard to message alerts for common repairs, the company had the homeowner's correct mobile telephone number recorded as his preferred method of contact, so he should have received an alert for any common repair. The property factor upheld that aspect of the homeowner's complaint and apologised for the omission.

The property factor also confirmed that it had upheld the homeowner's complaint regarding its failure to update its repairs system when the homeowner's account had been opened when he purchased the property. This matter had now been rectified and the relevant manager had been directed to ensure that staff were reminded of the importance of diligence when carrying out administrative tasks.

The property factor told the homeowner that the letters in relation to possible roof renewal issued in 2015 would not have been system generated, so would not have been affected by the issue in relation to the opening of his account. These letters would have been manually

prepared and should have been sent to the correct address. Again, the property factor apologised and confirmed that this aspect of the complaint had been upheld. Mr Cuthill stated that the property factor now had majority interest in proposing a roof renewal and that the property factor would begin the process of preparing a specification and procuring coststs for the proposed works. The current timetable for this was 8-12 weeks.

The property factor upheld the homeowner's complaint in relation to the way in which the contractor had attempted to remove slates from the gutter using a broom whilst balancing on a stool. The property factor noted that a subsequent repair was raised and that, at that point, the slates were still in the gutter. The property factor had cancelled the bill for £12.17 issued to the homeowner for the initial emergency repair and had directed that the homeowner should not be charged for the repair which was subsequently carried out.

Finally, the property factor apologised for the failure to contact the homeowner following his request that his complaint be escalated to a senior manager. The property factor acknowledged that the homeowner's customer experience had fallen short of what he should expect as a YourPlace customer on this occasion.

The e-mail of 18 March 2016 upheld the homeowner's complaint and concluded Stage 1 of the property factor's complaints process. It advised the homeowner that if he was dissatisfied with the way in which his complaint had been handled, or with the outcome, he could escalate it to Stage 2 of the process. On 12 June 2016, by e-mail, the homeowner requested that Mr Cuthill's response be reviewed as a Stage 2 complaint. 12 weeks had now passed and no quotes for the roof replacement had been received, nor had the homeowner been contacted to advise of any delay. He had asked by e-mail on 8 April if there was any way of accelerating the process, given that the property factor had accepted not handling the ballot of residents correctly in 2015. He had not received any reply or even an acknowledgement of the e-mail. In his complaint, the homeowner had asked for copies of all letters that had been sent in error to the previous owner's son in Falkirk, but had not received them. Mr Cuthill's response of 18 March had failed to address this issue. The homeowner was of the view that he had not been given a satisfactory explanation for the failure of the property factor to send him a letter in 2015 to be balloted in respect of repairs and added that, although Mr Cuthill had stated that he had asked the systems team to look into the reason for the homeowner not receiving text alerts about repair appointments, the homeowner had heard nothing further about this.

For the reasons that he had set out, the homeowner did not consider his complaints to have been satisfactorily resolved.

The Stage 2 response to the homeowner came in a letter from Wheatley Group dated 4 July 2016. The homeowner had telephoned the company on 11 July, as he had not received a reply to his e-mail of 12 June. The property factor scanned a copy of its letter of 4 July and e-mailed it to the homeowner on 11 July, but the homeowner then noticed that it had been

incorrectly addressed and reported that to the property factor. He received an e-mailed apology that this had been the result of operator error.

In the Stage 2 response, the Director of Governance of Wheatley Group upheld the homeowner's complaints. They apologised for the level of service received in relation to the replacement roof. There had been delays in the issue of quotes and, while the property factor was not directly responsible for the delay, the homeowner should have been kept up to date as to the progress of the matter. The service failures would be raised with senior managers to minimise the risk of such incidents happening in the future. There was also an apology for the failure to respond to the homeowner's e-mail about acceleration of the process to obtain quotes and an acknowledgement that the request for copies of letters sent in error to the previous owner's son had not been addressed in the Stage 1 response. These were standard automated letters, but the property factor was not able to obtain copies of such letters, so was unable to fulfil the homeowner's request. Wheatley Group assured the homeowner that no personal or sensitive information about him was included in the letters and that the repairs system did not hold information that controlled his billing.

Wheatley Group were unable to investigate further the reason that the homeowner had not been sent a letter in 2015 to ballot for repairs, as the member of staff who issued that particular letter was no longer working for the organisation, but conceded that it was unacceptable that the letter had not been correctly addressed.

Finally, in relation to the failure to update the homeowner regarding text alerts, the Wheatley Group advised that, while the property factor had the correct mobile telephone number for the homeowner registered on the system, it was not highlighted as the preferred contact and it was preferred status that triggered the sending of text alerts. The property factor had now updated the system and Wheatley Group apologised for any inconvenience caused to the homeowner.

The Wheatley Group offered the homeowner a goodwill payment of £100, in recognition of the inconvenience, poor communication and poor customer service that the homeowner had received. The letter advised the homeowner that if he remained unhappy with the decision, he could request that his complaint be reviewed by HOHP and gave the relevant contact details. The homeowner's application to HOHP was received on 15 July 2016.

On 2 August 2016, the homeowner e-mailed the property factor to confirm that he wished to proceed with the application and on 5 August, the Complaints Coordinator of Wheatley Group wrote to the homeowner, apologising for the incorrect address on the Stage 2 response letter. She also confirmed that the company were unable to obtain copies of previously issued automated letters, but again confirmed that such letters did not contain any personal or sensitive information, as they were generated for all residents within the building. They contained such information as notification of an appointment for a repair inspection or a request for consent if a repair cost was over the threshold. The Complaints

Coordinator also said that she was sorry there had been another delay in receiving the quotes for the roof. YourPlace had confirmed to her that the costs would be issued to the residents as soon as they were available.

In his application, the homeowner said that he believed there had been a failure to carry out the Property Factor's duties in that there had been breaches of the Data Protection Act and of health and safety legislation, together with a failure to adequately consult owners regarding proposed repairs. No reasons for the delays in obtaining quotes for roof replacement had been given and no explanation had been given for not issuing the homeowner with a ballot paper in 2015. The roof replacement issue remained unresolved 7 months on from the date of receipt of a statutory notice. There had been persistent failures to address correspondence correctly (including the Stage 2 response) and ongoing communication had been poor. The homeowner had suffered the stress of constantly having to chase information that should have been provided by the property factor and had been concerned on health and safety grounds that the property was potentially unsafe. He had also had the financial outlay of paying for repairs and redecoration due to water damage that could have been avoided had the property factor carried out its duties adequately. He wanted to be reimbursed in full for all repairs to the roof since June 2015 when the initial ballot for replacement was carried out incompetently, with the factor being responsible for all future repair and redecoration costs until the roof was replaced or the owners decided against it by ballot. The property factor should also be ordered to provide full explanations for the error in administering the ballot in 2015, for the delays in the process of obtaining quotes and of what the property factor was doing to limit these delays. He also wanted other financial compensation if HOHP felt it appropriate.

In its written representations, the property factor told HOHP, in relation to the complaint under Section 2.4 of the Code of Conduct, that, as advised at Stage 1 and Stage 2, it has procedures in writing whereby its customers are notified in writing, or by text, depending on their preferred method of contact, of repairs being raised and where consent is required. The property factor had acknowledged that an error had been made due to the homeowner's account not having been correctly updated and that, as a result, the standard letter and text message alerts were not received by him. His account had now been amended to prevent a repeat of this incident and had apologised to the homeowner.

With regard to Section 2.5 of the Code of Conduct, the property factor confirmed that it had acknowledged at Stage 1 and Stage 2 that the homeowner 's experience when communicating regarding the repair in question had been below the standard that he should expect as a YourPlace customer and had apologised to the homeowner for this and for the Stage 2 letter having been addressed incorrectly. The property factor provided a number of sample copies of the standard letters and hoped they would reassure the homeowner that no sensitive information had been sent to another party.

In relation to Section 6.1 of the Code of Conduct, the property factor told HOHP that it has a 24 hour contact centre in place to allow its customers to report the need for a repair or to request services. Section 6.1 also requires property factors to keep customers advised of the progress of work and the property factor had acknowledged that the homeowner's experience when communicating with the property factor regarding the repair in question was below what he should expect as a YourPlace customer and had apologised to the homeowner. In the Stage 2 response, the property factor had advised that quotes would be issued in the week beginning 18 July 2016. The quotes had been received from the contractors on 15 July, but one contractor had to be asked to review the quote, as it did not reflect the works required. That firm advised that they were shut for the Glasgow Fair period and would review the quote on 1 August. The property factor had written to the owners on 21 July to advise of the unforeseen delay. The quote had been returned on 11 August, issued to customers on 16 August and a meeting had been held on 30 August at which the owners voted to proceed with a new roof. Since then, the property factor had liaised with the owners to secure advance payment per its owner led works procedure and had agreed on 17 October 2016 to underwite the missing shares for customers at the block who had not yet made their advance payments, so that the work could proceed. The property factor had written to the owners on the same day, advising them of this.

THE HEARING

A hearing took place at Wellington House, 134/136 Wellington Street, Glasgow G2 2XLG on 17 November 2016. The homeowner was present at the hearing. The property factor was not present or represented at the hearing.

Summary of Oral Evidence

The chairman told the homeowner that he could assume that the Committee members had read and were completely familiar with all of the written submissions and the documents which accompanied them. He then invited the homeowner to address the Committee with reference to his complaints under each Section of the Code and in relation to the alleged failure to carry out the Property Factor's duties.

The homeowner told the Committee that he did not intend to go through all the evidence that had already been submitted. He also wanted to put on record that he was disappointed, but not surprised, that YourPlace had chosen not to attend the hearing.

The homeowner then reminded the Committee that despite Mr Cuthill's assurance in his e-mail of 18 March 2016 that the address issues had been rectified, the Stage 2 response had still not been correctly addressed.The homeowner also told the Committee that the letter of

5 August 2016, a copy of which had been attached to the property factor's letter to HOHP of 20 October, had never been received by him. The property factor had enclosed with its letter of 20 October sample copies of the sorts of letters which might have been sent in error to the wrong address, in the hope that they satisfied the homeowner that no sensitive information about him had been sent. Given the history of errors in this case, this was not sufficient to put his mind at rest and he also questioned why the sample copies had only been sent at this late stage in the process.

The homeowner told the Committee that the apology he had received was not sufficient, as he saw no evidence from what YourPlace had said to suggest that he or other customers would not experience the same problems in future. He stressed that any effective complaints system must have in place a mechanism to make sure the same issues do not re-occur. Customers were contacted on 21 July 2016 to advise of the delay in issuing quotes for the roof, but this was already 5 weeks beyond the 8-12 week timescale that had been stated in the property factor's e-mail to the homeowner of 18 March.

The Homeowner referred to the e-mail exchanges between February and March 2016, copies of which had been submitted to the Committee by the homeowner. These, he said, revealed more and more errors on the part of the property factor, but these had only been uncovered through the homeowner pressing for explanations and answers, not as a result of a full and proper investigation by the property factor. He submitted that this showed again that the property factor's complaints handling processes and commitment to good customer service were significantly lacking. The more the homeowner had dug, the more mistakes he had found.

The homeowner told the Committee that, ultimately, the complaint was about the lack of action on the part of the property factor in carrying out its duties to respond to reasonable requests. He had only discovered in hindsight that a ballot had been held in June 2015 and that his vote would have created a majority in favour of replacing the roof. Since at least then YourPlace had not been fulfilling their duties as factors, with the homeowner's ballot letter having been sent to the wrong address. The property factor/property owner relationship is, he said, essentially a contract. He had been upholding his side through payment of factoring fees. As a father with a young family, part of the benefit of engaging a property factor was in having issues such as repairs largely dealt with on his behalf, but the property factor's action or lack of action throughout the whole process had served only to cause unnecessary stress and anxiety to himself and his family, as well as damage to his property. He asked the Committee to consider directing YourPlace to refund his factoring fees, or a portion of them, for the period from June 2015 to the date of the hearing. He also asked the Committee to consider requiring the property factor to reimburse him for all roof repairs carried out between June 2015 and the date of the hearing, to assume liability for all future repairs until the roof is replaced and to make a contribution towards the cost of repainting 3 ceilings and walls that have been water damaged in the period since June 2015.

In answer to a question from the Committee, the homeowner repeated that, had the ballot been properly carried out, the roof would have been replaced and the repair works to the property would not have been necessary. That was why he wanted the property factor to meet the cost of repairs which would have been unnecessary. This work was required by a statutory notice, served in December 2015 and quotes for carrying out the minimum work required by the statutory notice only came in in August 2016. The owners had now agreed that the work would not go ahead, as the roof was being replaced instead. There had, however, been a number of temporary repairs carried out in the meantime, including the repairs to the slates at the front. The homeowner said that he had aleady incurred expense. There was damage to ceilings in 3 rooms of the property, so redecoration would be needed. He felt that part of the factoring fees should be refunded, accepting that the property factors were carrying out some of the work they were paid to do, such as stair painting.

The homeowner told the Committee that he wanted some sort of public acknowledgement of the poor service provided by the property factor. Nothing was done pro-actively, it was just a succession of apologies. It was extremely stressful for the homeowner to have to be constantly on top of the property factors to get things done. The property factor had upheld his complaints at Stage 1 and Stage 2 of the process and had apologised, but it was important to the homeowner that the poor performance was highlighted.

Having concluded giving oral evidence, the homeowner withdrew and the Committee gave careful consideration to all the evidence before it.

The Committee makes the following findings of fact:

- The homeowner is the owner of the property.
- The property forms part of a block of 6 flatted dwellingouses, one of which is owned by Glasgow Housing Association.
- The property factor, in the course of its business, manages the common parts of the development of which the Property forms part. The property factor, therefore, falls within the definition of "property factor" set out in Section 2 (1)(a) of the Property Factors (Scotland) Act 2011 ("the Act").
- The property factor's duties arise from a written Service Level Agreement, a copy of part of which has been provided to the Committee.
- The date from which the property factor's duties arose is 1 November 2012, the date on which the Act came into force.
- The property factor 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.
- The date of Registration of the property factor was 1 November 2012.

- The homeowner has notified the property factor in writing as to why he considers that the property factor has failed to carry out its duties arising under section 14 of the Act. This is the Committee's finding in relation to the Preliminary Matter.
- The homeowner made an application to The Homeowner Housing Panel ("HOHP") received by HOHP on 15 July 2016 under Section 17(1) of the Act.
- The concerns set out in the application have not been addressed to the homeowner's satisfaction.
- On 21 September 2016, a Convener of HOHP with delegated powers decided to refer the application to a Homeowner Housing Committee. This decision was intimated to the parties by letter dated 29 September 2016.

Reasons for the Decision

The Committee considered the application, with its supporting papers, the written representations of the homeowner and the property factor and the evidence given by the parties at the hearing. The Committee made the following findings:

Section 2.4 of the Code provides that property factors must have a procedure to consult with groups of homeowners and seek their written approval before providing work or services which will incur charges or fees in addition to those relating to the core service. The Section provides an exception where the property factor has agreed a level of authority to act without seeking further approval in certain situations, such as in emergencies.

The Committee has seen a copy of the Written Statement of Service, which contains provisions relating to billing for major improvement work requested by owners and refers to a number of policy documents that are stated to be available on request. One of these documents is entitled "Payment Policy for Owner Led Projects". The Committee is unable, therefore to uphold the complaint under Section 2.4 of the Code of Conduct.

Section 2.5 of the Code states that property factors must respond to enquiries received by letter or e-mail within prompt timescales. Overall, a property factor's aim should be to deal with enquiries and complaints as quickly and as fully as possible, and to keep homeowners informed if the property factor requires additional time to respond. The property factor's response times should be confirmed in the Written Statement of Services.

The homeowner included with his application a copy of the property factor's Customer Service Commitments document. These include a commitment to responding to letters, faxes, e-mails and text messages from the homeowner within 5 working days. The Written Statement of Services also states that the property factor has set quality standards for dealing with complaints, including resolving complaints within 5 working days, having a clear process for any complaints that require longer investigation, acknowledging the complaint within the first 2 working days and keeping the homeowner informed.

The Committee determined that the property factor's response times were included in the Written Statement of Services, but that the property factor had not responded to the homeowner's enquiries within prompt timescales. Specifically, the homeowner telephoned the repair line on 19 November 2015 and was told that the job was with City Building to provide a quote, but the homeowner heard nothing further about it until he found out, during an exchange of e-mails on 23 February 2016, that the job had been closed on 24 December as the contractors had been unable to access the property. Due to its failure to update its records, the property factor sent letters in 2015 regarding an owner-led project to renew the roof to the wrong person at the wrong address. On 19 November 2015, the homeowner asked that his complaint be escalated to a senior manager, but nobody then made contact with him. On 8 April 2016, the homeowner e-mailed the property factor to ask if the process of the ballot could be accelerated, but he did not receive a reply or any acknowledgement. In addition, the Stage 2 response letter was sent to the wrong address.

The property factor admitted all of these incidents and apologised for them, but the Committee determined that the property factor had failed to comply with section 2.5 of the Code of Conduct and upheld the homeowner's complaint made under that Section.

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

The Committee accepted that the Written Statement of Services included a section on the property factor's repair service, but the Committee was of the view that it is an antecedent requisite of such a procedure that property factors must maintain accurate records of names, addresses and contact numbers of homeowners for whom they act. It was clear to the Committee that the property factor had failed in this regard. Correspondence in 2015 relating to a ballot on a possible owner-led project to replace the roof was sent to the son of the previous owner at an address in Falkirk, yet the property factor had the homeowner's details, as factoring bills were being sent to him and he received correspondence relating to other improvement works, specifically the installation of a security door in 2011. The property factor failed to advise the homeowner that contractors had been unable to gain access to the property to provide a quote, so failed to inform him of progress of work, as required by Section 6.1 of the Code.

Accordingly, the Committee upheld the homeowner's complaint under Section 6.1 of the Code of Conduct.

The Committee also upheld the complaint that the property factor had failed to carry out the Property factor's duties under Section 17(5) of the Act in relation to the management of the common parts of the block of which the property forms part. Specifically, the property

factor had failed to maintain accurate records of the names, addresses and contact telephone numbers of the homeowner. Without ensuring that such records were up to date across the organisation and also that the third party to whom the sending of standard repair letters was delegated also had an accurate database, it was not possible for the property factor to effectively and efficiently carry out its duties under Section 17(5) of the Act. The property factor had also failed to ensure that the Stage 2 response letter was sent to to the correct address.

In arriving at its decision and in framing the Order that it proposes, the Committee is mindful of the fact that the homeowner has, for a period of some 18 months, been paying for services that the property factor has failed to provide, that the homeowner has been let down very badly by the property factor and has had to pay for call-out charges and repairs that would not have been necessary but for the failings of the property factor. The homeowner and his young family have had to suffer the inconvenience of living in a property affected by water ingress for much longer than would have been the case if the property factor had sent correspondence to the homeowner at the correct address. The Committee is not, howver, in a position to to quantify precisely the actual loss to the homeowner, as the final redecoration of the 3 affected rooms in the property cannot be carried out until the roof replacement work has been completed. The compensation figure set out in the proposed Order is, however, in the opinion of the Committee, a reasonable figure in all the circumstances. The Committee notes that the owner-led project to replace the roof is scheduled to commence on 4 January 2017.

PROPOSED PROPERTY FACTOR ENFORCEMENT ORDER

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

Appeals

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

"(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 28 days beginning with the date on which the decision appealed against is made ... "

G Clark

Chairperson Signature ... Date 17 November 2016