



Decisions and Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 17 (1) of the Property Factors (Scotland) Act 2011

Reference number: FTS/HPC/PF/23/4574

Re: Property at Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Property")

The Parties:

Shirley MacWilliam, Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4578

Re: Property at 0/6 Lochburn Gardens, Glasgow, G20 0SL ("the Property")

The Parties:

Gill McNeil, 06 Lochburn Gardens, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4579

Re: Property at flat 3/2, 34 Lochburn Gardens, Glasgow, G20 0SL ("the Property")

The Parties:

Kelly Rodgers, 3/2 34 Lochburn Gardens, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4580

Re: Property at Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Property")

The Parties:

Ka Hein Cameron Fong, Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4582

Re: Property at 0/1 4 Lochburn Gardens, Glasgow, G20 0SL ("the Property")

The Parties:

Ms Gill Wilson, 0/1 4 Lochburn Gardens, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4583

Re: Property at flat 1/1, 4 Lochburn Gardens, Glasgow, G20 0SL ("the Property")

The Parties:

Gregory Stewart, flat 1/1 4 Lochburn Gardens, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4584

Re: Property at flat 3/2, 28 Lochburn Gardens, Glasgow, G20 0SL ("the Property")

The Parties:

Pamela Shearer, flat 3/2, 28 Lochburn Gardens, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Reference number: FTS/HPC/PF/23/4586

Re: Property at Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Property")

The Parties:

Kalwant Rakhra, Lochburn Gardens and Gate, Glasgow, G20 0SL ("the Applicant")

Newton Property Factors, 87 Port Dundas Road, Glasgow, G4 0HF ("the Respondent")

Tribunal Members:

Andrew McLaughlin (Legal Member) and Ms Sandra Brydon (Ordinary Member)

Background

[1] The Applicants seeks a determination that the Respondent has breached their obligations under *The Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors* ("The Code"). The Applicants all live in separate properties at a development known as Lochburn Gardens, Glasgow. The Respondent is the relevant Property Factor. The Applications are conjoined and all principally relate to a particular issue regarding the manner in which electrical charges for the common parts have been managed by the Respondent.

[2] The Application forms all relate to the same issues and refer to the same alleged breaches of the grounds. Some Application forms are identical and appear to have been copied and pasted while others have some minor differences in the wording used. While the principal complaint is the same, as will be seen, there are two Applicants whose situations require separate attention.

[3] The majority of the Applications describe the complaint at Section 7 of the relevant Form C1 as being:

"residents are being billed for electricity charges backdates to 2018, despite having paid electricity charges during this period. When asked for the original bills and explanations of the billing we have not received any clarification or original documentation- since our requests over a year ago."

There are minor variations to this wording in some of the Applications.

[4] The paragraphs of the Code alleged to have been breached are:

<i>Overarching standards of practice</i>	2, 3, 4 and 6
<i>Communication and Consultation</i>	2.1 and 2.7
<i>Financial Obligations</i>	3.1 3.2 and 3.4
<i>Carrying out repairs and maintenance:</i>	6.7

[5] The Applications had previously called for a Hearing conducted as a Case Management Discussion which had regulated the production of any further evidence to be relied on. The Applications then called as a Hearing which was adjourned to allow for settlement discussions.

[6] The above conjoined Applications then called for a Hearing in Glasgow Tribunals Centre at 10 am on 15 September 2025.

[7] Ms Shirley MacWilliam, Ms Gill Wilson, Ms Gill McNeil, Ms Kelly Rodgers and Mr Ka Hein Cameron Fong were present from the Applicants. The Respondent was represented by their own Mr Scott Robertson and Ms Catherine Flanagan. Certain Applicants- namely Gregory Stewart and Kalwant Rakhra had not engaged personally with the progress of their own Applications. They were not in attendance at the Hearing. The Tribunal began by ensuring that there were no preliminary matters to address and that parties were familiar with the papers that the Tribunal had before it. The Tribunal had a significant volume of papers before it which amounted to 531 pages.

[8] The Tribunal explained that it would start hearing evidence. After each witness gave evidence, the other party had the opportunity to cross-examine the evidence. After all evidence was heard, each party also had the right to make closing submissions.

[9] The Tribunal explained that it would hear evidence from Gill Wilson first. Thereafter the Applicants could adopt that evidence as their own if they wished and add anything they wanted to say. In that way the Tribunal hoped to avoid the unnecessary repetition of uncontroversial evidence.

[10] The Tribunal comments on the evidence heard as follows.

Gill Wilson

[11] The development that the Applicants are in is around 15 years old. It is a development of houses and flats. Ms Wilson moved into her Property in 2016.

[12] There are communal areas in the development that are maintained by the Respondent on behalf of the owners. These areas include an underground carpark. The problems relevant to these Applications appeared to start on 9 November 2022 when the Respondent informed the Applicants that the residents were liable for back dated electrical charges by British Gas. Each resident's proportionate share appeared to be in the region of £600.00 to £800.00 pounds. Ms Wilson explained that the Applicants requested original bills and were then sent what Ms Wilson described as "*the notorious spreadsheet.*"

[13] Ms Wilson explained that the Applicants found this spreadsheet opaque and hard to understand. She said that there was no way to tie the information on the spreadsheet to any meter readings. The Tribunal had this spreadsheet in its papers. Ms Wilson explained that the residents weren't asked if the Respondent should settle this sum to British Gas on their behalf. The Respondent however did ultimately pay and then seek reimbursement from the residents. Ms Wilson explained that the residents didn't get the original bills or an explanation that was clear. She wanted to know the date of the meter readings-the amount charged in a way that she could see if they were correct. Ms Wilson explained that she felt overloaded by the spreadsheet and had no way of "*tying this altogether*".

[14] The Tribunal put to Ms Wilson that the Respondent's position was that all they could do was pass on the information presented by British Gas and try and engage with them in a manner that allowed them to understand the basis of the claim for back dated invoices. Ms Wilson explained that she had complained about the Respondent's actions and that her complaint was not responded to timeously. This complaint was written on behalf of all the Applicants. Ms Wilson also denied that the Respondent offered any form of payment plan. The Tribunal was referred to the relevant correspondence which is commented on further below. Ms Wilson explained that she considered that the Respondent's letter to her dated 25 October 2022 didn't adequately address her complaints. Ms Wilson again queried whether the Respondent should have paid the money to British Gas.

[15] The Tribunal asked questions to try and establish the facts of the situation. The first backdated invoice was received on 9 November 2022 and that had costs backdated to 2018/2019. Ms Wilson explained that the communications that Respondent issued thereafter were "*generic*". On 29 June 2023, Ms Wilson lodged a stage 1 complaint. She received a reply from the Respondent's Fraser Williams saying that the person tasked with responding was on holiday. Ms Wilson then sent chasers on 6 July 2023 and asked for a target date for the substantive response. By 9 July 2023, Ms Wilson had received no response and so raised a second stage complaint with a 30-day time limit. On 16 August 2023, Ms Wilson replied seeking more information. On 22 August 2023 she received

another email explaining that the Respondent's Chief Financial Officer was on annual leave. On 11 September 2023 the Applicants asked for an update. On 4 December 2023, the Applicant informed the Respondent that the charges invoiced for were still under dispute. She was then told on 4 December 2023 that the Respondent's letter of 25 October 2023 was the Respondent's final position on the matter.

[16] The Tribunal pressed Ms Wilson on whether she knew or had clear evidence that the residents were not liable for the back dated costs. She replied that "*I can't actually say there are monetary errors.*". Ms Wilson explained that "*we expect our factor to handle matters in a way that does not end up in a mess.*"

[17] The residents formed an electricity group. They tried to speak to British Gas directly but were informed by them that they would only communicate with the Respondent. The Tribunal noted that the majority of the residents were thought to have settled the invoices issued to them by the Respondent for the back dated costs. The Tribunal then heard from Ms Gill McNeil.

Ms Gill McNeil

[18] Ms McNeil adopted Ms Wilson's evidence as her own. The Tribunal then heard from Ms Kelly Rodgers.

Ms Kelly Rodgers

[19] Ms Rodgers adopted Ms Wilson's evidence as her own but explained that her case had a distinguishing feature. She didn't own her Property in 2018 and only moved into it in July 2021. Ms Rodgers could therefore say with some confidence that she didn't owe the back dated sums claimed. The Tribunal thereafter heard from Mr Fong.

Ka Hein Cameron Fong

[20] Mr Fong explained that, like Ms Rodgers, he couldn't be liable for the backdated costs as he had only moved into his own Property on 31 March 2022. Mr Fong explained that he tried to engage with British Gas but they would only discuss matters with the Respondent. He explained that the Respondent has at least taken off debt recovery charges from his account. The Tribunal then heard from Ms Pamela Shearer.

Ms Pamela Shearer

[21] Ms Shearer adopted Ms Wilson's evidence as her own. Ms Shearer purchased her property in 2010 which predates the Respondent's tenure as the relevant property factor. She explained that she is on the residents committee. She explained that the issue of the electricity charges was a complete mess. She pays the Respondent a management fee

and expects a service. She does not have a contract with British Gas and expects the Respondent to deal with these issues on her behalf.

[22] She explained that she expected to see MPAN (meter point administration numbers) which would have allowed her to identify the specific charges on each individual meter. Ms Shearer explained that she was entitled to expect clarity and transparency before she should be expected to pay a bill. Ms Shearer also pointed out that the Respondent appeared to ignore the legitimate dispute which had been raised about the invoices and instead sent threats of debt recovery. She also wanted to point out that these events had caused her stress and anxiety and that she had lost the trust for the factor that she had previously. The Tribunal then heard from Ms Shirley McWilliam.

Ms Shirley McWilliam

[23] Ms McWilliam also adopted the evidence of Ms Wilson as that of her own. She also explained that this was not a novel incident. When she first moved into the development in May 2011, there were also issues with the electricity. Around 2013, the residents were facing backdated bills going back to 2011-2012. Ms McWilliam explained that back then the Respondent blamed the provider aswell. Ms McWilliams described her account of what the issues were but the Tribunal took the view this passage of evidence is largely irrelevant. Perhaps one relevant feature of the evidence was though that Ms McWilliam explained that part of the problem was that the Respondent had not been reading the meters. As is noted below though, this does not seem to be a legitimate criticism.

[24] It was with these historic problems in mind, that Ms McWilliam reported asking the Respondent's then property manager whether the electricity charges were all up to date. Ms McWilliam reported being told that yes, everything was up to date at that point.

[25] Ms McWilliam explained that she did "*not disbelieve what Scott (The Respondent's Scott Robertson) is telling me, but it's a mess to sort out and Newton can't pay a bill on our behalf unless they are sure it's due and they can explain it to us.*"

[26] That concluded the evidence on behalf of the Applicants. The Tribunal then heard from Mr Scott Robertson on behalf of the Respondent.

Mr Scott Robertson

[27] Mr Robertson is Head of Technical at Newton Property Factors. He explained that in 2022, they received backdated bills for the development from British Gas. The Respondent communicated with the residents and informed them of the forthcoming back dated bills before they were issued to try and avoid the invoices arriving out of the blue. Mr Robertson explained that part of the discussions was whether or not the Respondent should have paid these bills. Mr Robertson explained that the initial information the Respondent received from British Gas was unsatisfactory. Part of the

whole issue was that the Respondent wasn't provided with the correct bills and some bills were missing. They went back and had to request further information. Over time, the Respondent received all the missing information. The Respondent spent considerable time collating and reviewing the information and then took the view that there were "*no excuses not to pay*". Mr Robertson described some of the issues faced about the invoices and the different reference numbers used.

[28] The total sum that was paid to British Gas was £36,233.66. The situation had arisen at that particular point because the Respondent had wanted to end the contract with British Gas and change to SSE. It was when British Gas became aware that their contract was not to be renewed that they issued these backdated bills.

[29] Mr Robertson did explain that the Respondent had acted prudently in tying the development into a fixed term five-year contract which had protected the development from turbulence in the energy markets. He explained that most owners have paid the invoices. Mr Robertson also explained that the Respondent does meter readings once a year.

[30] Mr Robertson explained that some of the invoices from British Gas also had VAT applied at the incorrect rate and so had to be returned and amended. The Respondent had managed to negotiate a ten per cent discount from British Gas through their broker for the inconvenience caused by the back dated costs. The sum of £36,233.66 was to be shared by 50 owners meaning that each resident had an average bill of £724.67.

[31] Mr Robertson explained that British Gas had been demanding payment and there was no good reason not to pay. Mr Robertson also commented on the Respondent's handling of the complaint. He explained that there were multiple communications between the parties and the Respondent provided the Applicants with their full and final response on 18 October 2023.

[32] The Applicants had the opportunity to ask Mr Robertson questions which he answered as best he could.

Ms Catherine Flanagan

[33] Ms Flanagan is the Respondent's customer relationship manager. She has been in her post for 18 months. Ms Flanagan wanted to highlight that when the Respondent queried the British Gas bill, they received seven hundred pages of complex electricity information that they simply could not be expected to "*audit*".

[34] She explained that the Respondent did the best they could and tried to make a spreadsheet to show to the residents how and when the charges had been accrued. The Tribunal noted that none of the Applicants could point out any error in the Respondent's assessment that the sums claimed were legitimate.

[35] Ms Flanagan also pointed out that even though the Respondent had already paid the sum claimed to British Gas, contrary to what was said each resident was given the opportunity to enter into a payment plan to pay the average figure of £724.67 over an appropriate period.

Assessment of the evidence and documentation

[36] The Tribunal noted that the Applicants were clearly aggrieved at being asked to pay back dated electricity charges to British Gas. However, the majority of the residents have paid. The Applicants have not paid and have brought these Applications.

[37] It is obvious that Ms Rodgers and Mr Fong should not be expected to pay for electrical costs that significantly predate their association with the development. That should clearly be confirmed to them by the Respondent. At the Hearing, the Respondent accepted that and agreed that any such charges should be removed from their accounts. The Tribunal proceeds on the basis that this will be done and that no further comment is necessary on that matter.

[38] The Tribunal considered the documentation contained in the bundles in detail. The Tribunal could see an email from the Respondent to the Ms Gill Wilson dated 30 May 2023 in which they write "*Please see attached excel worksheet. We have been working on this to highlight where the billing was missed and why the costs have been backdated. There is a tab on the Excel worksheet that explains the reasoning behind the billing etc.*"

[39] On 13 April 2023, the Respondent's Mr Scott Robertson had emailed in the following terms to the Applicants:

Hi Shirley,
My colleague David now manages your development, and we are going to work on an honest letter to all owners. We cannot give 100% clarity on the electricity situation because it has been a complete mess of continual rebilling by British Gas which has been hugely confusing to get to grips with. At one stage we received an account which was over 700 pages long covering several years, how can anyone possibly explain that in layman's terms to an owner querying it when we don't understand it ourselves. The online account after so many corrections and rebills is completely baffling and collectively in our office we have decades of experience of processing utility accounts so we are well versed in these. We can only apply bills that appear appropriate for the period covered which we have done. We have evidenced to British Gas that payments have been made that they haven't registered at their end. Therefore, we have only paid back dated ones where we can't see remittances showing the payments. We have been stripping it back to reviewing payments on a block by block basis going back years.
This has been escalated within British Gas, to our brokers Indigo Swan and our finance Director within Newton and we are still not much further forward in clarifying what has actually

happened with these accounts. We have only paid ones we can see haven't been paid before and are appropriate for those blocks or periods.

Kind regards,

*Scott Robertson BA (Hons) MIRPM
Head of Technical & Insurance Services*

[40] There were many such communications sent by the Respondent to the residents throughout 2023. It seems that residents first started emailing the Respondent around May 2023 querying why their latest invoices included charges for electricity from 2018-2020. Some invoices appear to have been issued on or around 19 May 2023 although the Tribunal notes that, as above, 9 November 2022 appears to have been agreed as the date when the invoices were issued to residents.

[41] There is clear correspondence from the Respondent trying to address the multiple emails that they were receiving from the residents explaining that they were challenging the backdated bills with British Gas. Importantly, the Respondent explained that they only paid the backdated bills where there was a relevant invoice and after they had checked that there had already not been a payment remitted for that time period. This is important as it demonstrates the Respondent acting prudently in paying the invoices rather than doing so carelessly.

[42] There is an email from the Respondent to Ms Shearer dated 25 July 2023 (the same date the Applicants submitted a stage 2 complaint) in the following terms:

Dear Pamela,

To ensure this matter is being handled appropriately it has been escalated to our CFO. He is directly involved in the discussions with both British Gas and our energy broker, Indigo Swan, to bring this matter to a conclusion. The source of error is that of British Gas, and we are in regular communication with both British Gas and IndigoSwan regarding this to ensure the correct and appropriate information is received to bring this matter to a close.

Once this information is received, and we are satisfied it is accurate, we will of course update you with a resolution. Indigo Swan receive a commission from the supplier directly and this is included within the rates presented. No further payments are made to Indigo Swan for their services. Newton do not receive any commission on energy supplies. Please note that rates presented, are typically far lower than those available to non-brokers. We realise that we haven't been able to present all information as clearly as we would have liked, but this is due to incredibly confusing and/or inaccurate bills from British Gas. I'm afraid this is completely out with our control. Copy invoices can be provided, however, on review of the documentation provided by British Gas, these are highly likely to raise more questions than answers in their current state. We therefore would rather British Gas were able to provide clear and accurate bills before we relay them to owners or make any further payments to British Gas. British Gas have

shown a final figure of £40,237.40 for all 16 supplies at the development. They have agreed as a gesture of goodwill to discount these final bills by 10%. This reduces the final amount to £36,213.66 for all 16 supplies at the development. However, this will not be settled until we have received the appropriate information required which will satisfy us that these charges are final and correct.

Once again, I ask for your patience whilst this matter is being reviewed, our CFO is vastly experienced of the energy sector and is spending a great deal of time, as are Indigo experienced, to ensure it is resolved.

*Kind regards,
Fraser Williamson MIRPM
Associate Director*

[43] The Tribunal also had before it all the relevant communications regarding the complaint, which was initially instigated by email dated 29 June 2023.

[44] The Tribunal reviewed the stage 1 complaint. The Tribunal notes that the substance of this complaint is that “*We, the Lochburn Residents Electricity Group are writing to you to express our deep dissatisfaction over the recent backdated electricity bills and charging. The level of customer service regarding these has been sub-standard and completely unacceptable.*”

[45] This Tribunal has to consider whether the complaint was handled correctly. The Tribunal have reviewed the Respondent’s complaints procedure. The policy seems professional and appropriate. It states that stage 1 complaints might be best resolved by phone calls and meetings. Stage 1 complaints aim to be acknowledged in 7 days and a time frame set for a substantive response. If the complainer is still unsatisfied, they can make a stage 2 complaint. If a resolution cannot be reached then within 30 days or the Respondent has not asked for more time, then the complaint can be brought to the Tribunal.

[46] The Tribunal reviewed the Respondent’s email dated 18 December 2023 which informs the Applicants that the Respondent’s final response had been sent to the complaint on 25 October 2023. The Tribunal then reviewed that email dated 25 October 2023 which systematically went through all the parts of the complaints and responded to each component.

[47] The stage 2 complaint was dated 25 July 2023. This is the same date of the email referred to above sent by the Respondent asking for patience and explaining what was being done to try and resolve the situation. It appears somewhat unfortunate that the

request for patience in that email was met with a further complaint although it's unclear when the emails were composed before being sent. This stage 2 complaint requested a response by 25 September 2023. Arguably that had already been given that same day by the Respondent's own email of 25 July 2023. However, the time frame requested for a response in the stage 2 complaint was not an unreasonable given the terms of the Respondent's policy referred to above. The complaint however was not dealt with until 25 October 2023 which is obviously beyond the 30-day period. The Tribunal therefore will find that the Respondent failed to adhere to the relevant standard under the Code.

[48] However, the Tribunal considers the breach to be minor given the extensive on going correspondence between the parties regarding the electricity charges. The Respondent was clearly doing a lot of work behind the scenes to try and resolve things. As noted above, the Respondent had emailed on 25 July 2023 updating the Applicants about the situation, explaining what the situation is and asking for patience. Instead, the Stage 2 complaint was instigated that day which is unfortunate. The Tribunal sees no benefit in making any Property Factor Enforcement Order in respect of this minor breach.

[49] The Tribunal also reviewed an earlier letter from the Respondent to Ms Wilson dated 25 October 2022. This letter gave an update about wider issues in the development and also gave an indication of the future looming issues with the British Gas invoices. This letter seemed completely transparent and helpful.

[50] The Tribunal also considered of a letter from the Respondent to the residents dated 5 May 2023 which updated residents about many issues in the development. This letter also updated residents about the invoices from British Gas which were described as "*starting to filter through*". This again was a helpful and transparent communication and appears to have given an honest appraisal of the situation.

[51] The Tribunal also looked at the invoices itself and the spreadsheet itself which was referred to by parties and which was prepared by the Respondent. The spreadsheet was clearly not a simple document. However, the whole business appeared to be far from simple. The Respondent themselves received 700 pages of data from British Gas.

[52] One important matter is there were also emails produced in the papers from the Respondent's Linda Thomson to a seemingly appropriate email address at British Gas referring to the "*updated meter readings submitted*" and chasing for updated electricity accounts for the development.

[53] This email seems important because it is clear evidence of the Respondent having submitted meter readings to British Gas and having directly asked for updated accounts shortly after the period of the back dated charges. The Tribunal considers that this email appears to dispel any suggestion that the Respondent didn't submit meter readings at the relevant time or show diligence in trying to make sure the electricity accounts were

up to date. There were further emails from the Respondent to British Gas pressing for a response. Eventually a reply was received which in no way gave any inkling that several years later large back dated costs would be levied.

[54] One of the relevant grounds of the Code said to have been breached related to a failure to have staff adequately trained. Brief reference was also made to this in this Applicants' parole evidence. The sole basis for this is that in one of the Respondent's emails, the Respondent's Fraser Williamson he wrote the following:

"I don't believe this is a question for the energy supplier, more a question for Newton as to why we didn't have the bill at the time it was published, and why it took until when the charges were levied to the development to receive copies. That I'm afraid is impossible to answer, as the property manager responsible for dealing with this is no longer employed at Newton. We can only apologise that this matter was not dealt with appropriately at the time. Newton as a company have undertaken staff training to better equip our staff with energy market issues, so that matters like this should not arise moving forward"

[55] It was hard to construe this as admission or indeed evidence that staff were not adequately trained. The substance of the Application raises unusual issues. The Tribunal is reluctant to endorse the position that providing staff with training is deemed as an acceptance that staff are not properly trained. In such situations factors would be deterred from offering their staff ongoing professional development training which would clearly be a perverse outcome.

[56] Importantly also, the Tribunal noted that there was nothing said by the Applicants which suggested that the sums were not validly due to British Gas or that the Respondent was wrong to deem them lawfully due. At the highest, the Applicants could say that they were presented with confusing information. The Respondent's position appears to accept that as true and indeed to acknowledge that British Gas gave them confusing information. However, there is no real evidence to dispute the Respondent's position that they worked through the information as best they could and made a reasonable decision to pay sums after checking the invoices and that there were no duplications. There is a large volume of correspondence from the Respondent to the residents about this. It's impossible to conclude that the Respondent have not been upfront and candid with the residents.

[57] The Applicants also appeared to show little understanding of the fact that the Respondent was offering the residents a great accommodation by allowing them to pay the additional sums due in instalments notwithstanding that the Respondent had paid the costs on their behalf to British Gas. It was clear to the Tribunal that it was not the Respondent's fault that the information supplied by British Gas was confusing and required ongoing clarification by the Respondent.

[58] Having considered the evidence, the Tribunal made the following findings in fact.

Findings in fact

1. The Applicants are residents of Lochburn Gardens, Glasgow. The Respondent is the relevant Property Factor.
2. The Respondent administers the electrical charges for the common areas of the development.
3. British Gas supplied electricity to the development.
4. On or around 9 November 2022, the Respondent informed the Applicants that the residents were liable for back dated electrical charges invoiced by British Gas prior to the cessation of their contract as electricity supplier.
5. The Respondent informed the residents that the invoice would be forthcoming as soon as they were aware of it.
6. British Gas claimed that a back payment of £36,233.66 was due by the residents.
7. This sum was to be met equally by the proprietors of 50 properties.
8. The Respondent challenged British Gas and explained that there were missing invoices and that vat had been charged incorrectly.
9. British Gas supplied the Respondent with 700 pages of unedited electricity charges.
10. The Respondent invested a great deal of time attempting to understand the information. The Respondent eventually received such information from British Gas that they considered that there was no longer any good reason not to settle the sum claimed.
11. The Respondent accordingly settled the sum claimed on behalf of the Residents.
12. The Respondent then sought reimbursement from the residents.
13. The Respondent offered the parties a payment plan whereby they could pay off the invoice over time.
14. The majority of residents have settled the invoices.
15. The Applicants have not settled the invoices.
16. Ka Hein Cameron Fong and Kelly Rodgers did not live in the development during the time period for which they have been invoiced.
17. The Applicants jointly submitted a complaint to the Respondent.
18. The Respondent did not fully respond to the complaint within the timescales set out in their Written Statement of Services. Their response to the stage 2 complaint was dated 25 October 2023 which was a month late.
19. On the date of the making of the stage 2 complaint, the Respondent had sent a comprehensive email to the residents explaining what they were doing and asking for patience.

Decision

[59] Having made the above findings in fact, the Tribunal considered the paragraphs of the Code alleged to have been breached.

"OSP2. You must be honest, open, transparent and fair in your dealings with homeowners."

[60] The Tribunal finds no basis for concluding that this standard has been breached.

OSP3. You must provide information in a clear and easily accessible way.

[61] The Tribunal finds no basis for concluding that this standard has been breached. The Respondent has tried their best to communicate the information conveyed to them by British Gas in as clear a manner as possible.

OSP4. You must not provide information that is deliberately or negligently misleading or false.

[62] The Tribunal finds no basis for concluding that this standard has been breached.

OSP5. You must apply your policies consistently and reasonably.

[63] The Tribunal finds no basis for concluding that this standard has been breached.

OSP6. You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective.

[64] The Tribunal finds no basis for concluding that this standard has been breached.

"2.1 Good communication is the foundation for building a positive relationship with homeowners, leading to fewer misunderstandings and disputes and promoting mutual respect. It is the homeowners' responsibility to make sure the common parts of their building are maintained to a good standard. They therefore need to be consulted appropriately in decision making and have access to the information that they need to understand the operation of the property factor, what to expect and whether the property factor has met its obligations."

[65] The Tribunal finds no basis for concluding that this standard has been breached.

"2.7 A property factor should respond to enquiries and complaints received orally and/or in writing within the timescales confirmed in their WSS. Overall a property factor should aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep the homeowner(s) informed if they are not able to respond within the agreed timescale".

[66] As discussed, there has been a minor breach of this standard but the Tribunal does not consider it appropriate to make a Property Factor Enforcement Order.

"3.1 While transparency is important in the full range of services provided by a property factor, it is essential for building trust in financial matters. Homeowners should be confident that they know what they are being asked to pay for, how the charges were calculated and that no improper payment requests are included on any financial statements/bills. If a property factor does not charge for services, the sections on finance and debt recovery do not apply."

[67] The Tribunal finds no basis for concluding that this standard has been breached.

"3.2 The overriding objectives of this section are to ensure property factors:

- *protect homeowners' funds;*
- *provide clarity and transparency for homeowners in all accounting procedures undertaken by the property factor;*
- *make a clear distinction between homeowners' funds, for example a sinking or reserve fund, payment for works in advance or a float or deposit and a property factor's own funds and fee income."*

[68] The Tribunal finds no basis for concluding that this standard has been breached.

"3.4 A property factor must provide to homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial statement showing a breakdown of charges made and a detailed description of the activities and works carried out which are charged for."

[69] The Tribunal finds no basis for concluding that this standard has been breached.

"6.7 It is good practice for periodic property visits to be undertaken by suitable qualified / trained staff or contractors and/or a planned programme of cyclical maintenance to be created to ensure that a property is maintained appropriately. If this service is agreed with homeowners, a property factor must ensure that people with appropriate professional expertise are involved in the development of the programme of works."

[70] The Tribunal finds no basis for concluding that this standard has been breached.

[71] The Tribunal therefore does not propose to make a Property Factor Enforcement Order.

APPEAL PROVISIONS

A party aggrieved by the decision of the tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

NOTE: This document is not confidential and will be made available to other First-tier Tribunal for Scotland (Housing and Property Chamber) staff, as well as issued to tribunal members in relation to any future proceedings on unresolved issues.

Andrew McLaughlin

Legal Member

10 November 2025