

Housing and Property Chamber

First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

Certificate of Compliance with the Property Factor Enforcement Order (“PFEO”) dated 19 October 2019

Chamber Ref: FTS/HPC/PF/19/2980

8 Broadlie Court, Neilston, East Renfrewshire, G78 3DT (“the Property”)

The Parties: -

Marie McBride, 8 Broadlie Court, Neilston, East Renfrewshire, G78 3DT (“the Homeowner”)

Levern Property Services Limited, 60 – 70 Main Street, Barrhead, Glasgow G78 1SB (“the Property Factor”)

Tribunal Members:

**Josephine Bonnar (Legal Member)
Andrew Murray (Ordinary Member)**

Decision

The Tribunal, having determined that the PFEO dated 14 April 2020 relating to the property has been complied with, certifies that the Property Factor has complied with the PFEO.

The decision of the Tribunal is unanimous.

Reasons for decision

In the Tribunal’s decision of 14 April 2020, it made a PFEO in the following terms:

- (1) The Tribunal order the Property Factor to pay to the Homeowner the sum of £300 for her time, effort, and inconvenience, within 2 months of intimation of the PFEO,
- (2) The Tribunal order the Property Factor to review and revise their written statement of services to include information about how contractors are appointed and all options available to homeowners in connection with the instruction of contractors to carry out maintenance and repairs, within 3 months of intimation of the PFEO.

The PFEO was issued to parties on 29 April 2020

On 13 May 2020, the Homeowner notified the Tribunal that she has received the payment of £150 from the Property Factor. On 30 June 2020, the Tribunal wrote to parties by email to ask whether the Property Factor had complied with the PFEO. On 30 June 2020, the Property Factor sent an email to the Tribunal. Attached to the email was a copy receipt dated 13 May 2020, signed by the Homeowner, for the sum of £150. They also attached a copy of the revised Written Statement of Services ("WSS") and confirmed that this had been approved by their Board on 18 June 2020, would be on their website from 14 July 2020 and that Homeowners would be notified via the newsletter which would be sent out with accounts at the end of July. The Tribunal asked for confirmation that the Homeowner had been sent a copy of the new WSS. On 14 July 2020, the Property Factor sent a further letter to the Tribunal. They attached a copy email sent to the Homeowner, also dated 14 July 2020, with a copy of the WSS attached.

On 10 and 14 July 2020 the Homeowner advised the Tribunal that she had not received a copy of the WSS. At 17.41 on 14 July 2020 she advised that she had now received an email at 17.23, with a copy of the WSS. On 22 July 2020 and 6 August 2020, she advised the Tribunal that she did not believe that the Property Factor had complied with the PFEO because the revised WSS was not received until 17.23 on 14 July 2020, and the Property Factor had now terminated their contract with Broadlie Court as a result of the Tribunal proceedings. On 29 July 2020, the Property Factor advised the Tribunal that they had complied with the PFEO and that the decision to terminate the contract was an operational decision and did not form part of the PFEO.

The Tribunal notes that the Property Factor paid the compensation ordered by the Tribunal on 13 May 2020, within the time specified by the Tribunal. The Tribunal is satisfied that the Property Factor has complied with Part 1 of the PFEO.

The Tribunal also notes that a revised WSS was sent to the Tribunal on 30 June 2020, within the time period specified in Part 2 of the PFEO. The document contains additional information on the appointment of contractors and options available regarding the appointment of contractors, as required by the PFEO. The new WSS was not sent to the Homeowner until 14 July 2020. However, Part 2 of the PFEO does not stipulate that the Property Factor had to send the document to the Homeowner within the time period specified, only that the WSS had to be reviewed and revised within 3 months of intimation of the PFEO. The Tribunal is therefore satisfied that the Property Factor has complied with Part 2 of the PFEO.

The Tribunal notes that the Property Factor has notified the Homeowners of Broadlie Court that they are terminating their factoring contract with them. The Homeowner is understandably disappointed by this decision. However, the Tribunal agrees with the Property Factor's statement that this is not part of the PFEO. The PFEO was issued in relation to the Tribunal's decision on the Homeowners' application. This application did not make any complaint in relation to termination of the factoring contract. It could not have done so as the decision had not been made or notified at that time.

The Tribunal therefore determines that the Property Factor has now complied with the PFEO and that a certificate of compliance should be issued.

Appeals

A homeowner or property factor aggrieved by a 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.

Josephine Bonnar, Legal Member:

28 August 2020