



Property Factor Enforcement Order

of

the Homeowner Housing Committee

(Hereinafter referred to as "the Committee")

Under Section 19 (2) (a) of the Property Factors (Scotland) Act 2011

Case Reference Number: HOHP/PF/16/0009

Re : Property at Flat 18, 15 Simpson Loan, Edinburgh EH3 9GB ("the Property")

The Parties:-

Mr Jason Watson, Flat 18, 15 Simpson Loan, Edinburgh EH3 9GB ("the Applicant")

Quartermile Estates Limited, Estate Office, 9 Simpson Loan, Edinburgh EH3 9GQ ("the Respondents")

NOTICE TO THE PARTIES

Whereas in terms of their decision dated 28 July 2016, the Homeowner Housing Committee decided that the Respondents have failed to comply with the Property Factor Code of Conduct all as stated in said decision; the Committee make a property factor enforcement order in the following terms:

The Respondents shall :

- (1) By the end of December 2016, in their next annual budget calculation, in the event of the Respondents not having obtained a quotation for any item

of insurance, make any entry for budgeted insurance costs expressly subject to an explanatory note in the budget which explains that such entry is subject to alteration upon a quotation being obtained;

- (2) By the end of December 2016, in their next annual budget calculation, in the event of the Respondents not including an entry for "M&E Repairs", make any entry for "M&E Maintenance Contract" expressly subject to an explanatory note in the budget which explains that "M&E Repairs" are not included in the M&E Maintenance Contract;
- (3) In the case of parts (1) and (2) of this Order, by no later than one week after the issue of the annual budget calculation to the Applicant or other proprietors within 15 Simpson Loan Edinburgh, lodge with the Homeowner Housing Panel a copy of said annual budget calculation together with any insurance quotation supporting the budgeted insurance costs, if any has been obtained;
- (4) By no later than 3 weeks from the notification of this Order, provide to the Applicant (a) a detailed breakdown of the charges comprised under the expenditure of £ 4,325 for window cleaning for the period of 1 January to 31 December 2014 and a description, including dates, of the activities and works carried out for which said charges were incurred together with (b) a detailed breakdown of the budgeted expenditure of £ 335 for window cleaning for said period which has not been incurred together with a description of any works not carried out which were included in the unincurred budgeted expenditure of £ 335.
- (5) By no later than 3 weeks from the notification of this Order, provide to the Applicant a detailed breakdown of the charges comprised under the expenditure of £ 485.69 for M&E Repairs for the period of 1 January to 31 December 2014 and a description of the activities and works carried out for which said charges were incurred.
- (6) At the time of compliance with parts (4) and (5) of this Order, lodge a copy of any documentation provided to the Applicant in compliance with said parts with the Homeowner Housing Panel.

Further Reasons

These reasons are further to those in the decision of 28 July 2016 and should be read with them. The Committee has taken account of the e-mail from the Respondents dated 22 August 2016 and its attachments. In relation to these the Committee make the following observations (using the paragraph sub-headings in the e-mail which reflect the parts of the proposed order) :

Item (4) – section (a) The Committee has noted the information provided. However it does not provide a detailed break-down of the charges charged by Greig Avinou for the individual dates of cleaning or their rate or rates for such cleaning. No invoice from Greig Avinou has been provided.

Item (4) – section (b) The notice of proposal relates to an element of £ 335 from the figure of £ 4660 budgeted for window cleaning for 2014 which does not appear to have been spent in 2014. It is not concerned with any works in 2013. No explanation of why the £ 335 was not spent for the cleaning in 2014 has been given.

Item (5) – The Committee has not received the copy invoice for the lighting repairs which was to follow the Respondents' e-mail. The invoice for £ 361.57 net of VAT does not contain a detailed break-down of work and charges comprised within the "various call-outs" specified.

In all the circumstances the Committee remain satisfied that the Respondents have failed to comply with their duty under section 14 of the Act and adhere to the terms of their decision of 28 July 2016.

The parties are given a right of appeal on a point of law against this decision and Order by means of a summary application to the Sheriff made within 21 days beginning with the date when this decision is made. All rights of appeal are under section 22(1) of the Act.

D Bartos

Signed ..

.1 September 2016

David Bartos, Chairperson