

# Housing and Property Chamber

## First-tier Tribunal for Scotland



**Statement of Decision with Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 17 of the Property Factors (Scotland) Act 2011 ("the Act") and Rule 17 (4) of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules")**

**Chamber Ref: FTS/HPC/LM/23/1664**

**Re: Property at 20 Lyall Way, Laurencekirk, AB30 1FU ("the Property")**

### **Parties:**

**Ms Kristina Liubiniene, 20 Lyall Way, Laurencekirk, AB30 1FU ("the Homeowner")**

**Ross & Liddell, 60 St Enoch Square, Glasgow, G1 4AW ("the Property Factor")**

### **Tribunal Members:**

**Fiona Watson (Legal Member)**  
**Elizabeth Williams (Ordinary Member)**

### **Decision**

- (i) The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that the Property Factor has not failed to comply with parts 1.1, 1.2, 2.1, 2.3, 2.4, 2.9, 2.10, 3.4, 4.5, 4.7, 4.11, 6.1, 6.3, 6.4, 6.6, 6.7, 6.9, 6.10, 7.1 and 7.4 of the Property Factor Code of Conduct 2021, and accordingly dismisses the application.

### **Background**

1. By application received between 24 May 2023 and 25 August 2023 ("the Application") the Homeowner applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination that the Factor had failed to comply with the Code of Conduct for Property Factors ("the Code") and had failed to comply with the Property Factor

Duties.

2. The Application comprised the following documents: -
  - (ii) application form in the First-tier Tribunal standard application form indicating that the parts of the Code complained of are 1.1, 1.2, 2.1, 2.3, 2.4, 2.9, 2.10, 3.4, 4.5, 4.7, 4.11, 6.1, 6.3, 6.4, 6.6, 6.7, 6.9, 6.10, 7.1 and 7.4
  - (iii) copy correspondence between the Homeowner and Property Factor
  - (iv) copy photographs of common areas, and
  - (v) a copy of the Property Factor's written statements of services (WSoS)
3. On 19 September 2023, a legal member of the Chamber with delegated powers of the Chamber President accepted the Application and a Case Management Discussion (CMD) was fixed for 11 December 2023 at 10.00 by telephone conference call.
4. Prior to the CMD, the Property Factor submitted written representations.

**Case Management Discussion**

5. The CMD took place on 11 December 2023 at 10.00 by telephone conference call. The Homeowner was present on the call and was unrepresented. A Lithuanian interpreter, Ms Piepolyte, was present on the call to interpret for the Applicant. The Property Factor was represented by Mr Doig of Raeside Chisholm, Solicitors. Ms Johnston, an employee of the Property Factor was also present on the call.
6. The Tribunal advised the Parties that the purpose of the CMD was to identify if matters were disputed or could be resolved and if a Hearing on evidence is required.
7. The Applicant submitted that she did not wish to pay for work which was not being carried out or not being carried out properly. It was stated that

the contractors had cut the grass badly and damaged the grass, that weeds and moss were growing in the grass, and that weedkiller had been sprayed and which had killed the grass. It was further submitted that bushes and trees had not been maintained properly.

8. The Respondent's solicitor submitted that the breaches of the Code were denied. It was submitted that the Respondents had engaged contractors, that works had been undertaken during the summer and winter months, and that those works had been inspected. It was submitted that the Applicant has failed to provide detail as to the basis upon which she claimed the numerous parts of the Code had been breached.
9. The Tribunal advised that a Hearing would be fixed and that it would issue a Direction for the Applicant to lodge a written document setting out each part of the Code that she considers has been breached, and with a detailed explanation against each part of the Code explaining the basis of any breach.

### **The Hearing**

10. A Hearing took place in person on 13 May 2024. The Homeowner was present and represented herself. A Lithuanian interpreter was in attendance to assist the Homeowner. The Property Factor was represented by Mr Doig of Raeside Chisholm, Solicitors. Ms Johnston, an employee of the Property Factor, was also present. Neither party had any witnesses.

### **The Homeowner**

11. The Homeowner submitted that she did not know what jobs the Property Factor did. When she was unhappy, she would ask them what had been done but she would not get any answers. When she complained, Ms Johnston sent a sheet of jobs which would be done in the autumn/winter, and then spring/summer. The Homeowner submitted that the WSoS just

refers to "maintenance" but doesn't say anything more specific.

12. The Homeowner submitted that she moved into the property in 2017 which had been owned along with her partner. Her partner subsequently passed away and there has been a change in title to reflect the Homeowner owning the property in her sole name. The Homeowner has not obtained any further documents from the Property Factor since then. The WSoS was only provided to the Homeowner when it was lodged by the Property Factor as part of their response to the Application, and had not been provided to her when she requested it previously.
13. The Homeowner submitted that the service from the Property Factor was very good before the pandemic. However, after the pandemic something happened with the contractors and the standard of work deteriorated.
14. The Homeowner submitted that she has asked many questions of the Property Factor which have never been answered. When answers are given, they are not straight answers. Scott Quinn, an employee of the Property Factor, said that he would meet with the Homeowner but she found it very difficult to arrange a meeting with him. She eventually met with him in August after asking for the meeting in May. The Homeowner submitted that Mr Quinn was not friendly when she met with him. Mr Quinn advised her that they had lost contractors following the covid lockdown and they were in the process of obtaining new ones. Mr Quinn told the Homeowner that the homeowners do not pay for contractors, they pay for the Property Factor.
15. The Homeowner submitted that Mr Quinn advised her that she could view the inspection reports online. The Homeowner submitted that she was unable to do so and when she complained to Ms Johnston and asked how she could access the online portal, she did not receive a response. Last summer, the new property manager was Gemma Clark and she again asked how she could access the portal but nobody sent anything to her in writing. The Homeowner submitted that she had asked Mr Quinn for inspection reports in writing and these had not been provided. She had also asked for information on contractors but this was

also not provided. The Homeowner submitted that she did not know how to make an account on the website.

16. The homeowner submitted that when invoices were issued to her she could not understand how the different parts of the works were broken down. The Homeowner submitted that she wished to see the maintenance work broken down further i.e individual costs for weeding, costs for clearing leaves, costs for maintenance of the children's area etc. The Homeowner submitted that the ground maintenance fee of £65 should be broken down further into the individual part of that ground maintenance work i.e litter picking, removal of stones etc.
17. The Homeowner submitted that the Property Factor was chasing her to make payment of outstanding invoices whilst her tribunal application was in progress. She has received letters from Gemma Clark of the Property Factor seeking payment. The Homeowner submitted that she will not pay for work that has not been done. If she was given a breakdown of the work then she will pay for the parts that she considers have been done i.e. maintenance of trees. When asked why she did not pay for the non-controversial parts of the invoices, the Homeowner submitted that she did not know that she could pay part of an invoice.
18. The Homeowner submitted that the Property Factor does not do an inspection of her small road, which consists of two houses. They only take photos from the end of the road but there is a lot of mess on her small road which they have not inspected.
19. The Homeowner submitted that there was a broken fence which was lying on a pavement near where people walk and that this was dangerous. The Homeowner accepted that she had been kept up to date with the progress of the fence repair and the steps taken by the Property Factor to obtain the necessary consents to proceed with that. The Homeowner submitted that the fence should have a warranty as it was only built in 2017 and was broken in 2020, and that there should be a warranty of at least 20 years.

20. The Homeowners submitted that there was a problem with moss on hard surfaces, leaves under bushes which had not been removed, and spraying of weeds on hard surfaces which simply blew around in the wind. There is a broken kerb but has not been repaired. When these issues are notified to the Property Factor they do not follow through on those.

### **The Property Factor**

21. The Property Factor referred to their written representations which had been lodged prior to the Hearing, and which are summarised as follows. The alleged breaches of the Code are denied.

22. It was accepted that the Homeowner had raised with the Property Factor concerns over the ground maintenance works relevant to the common parts within the development. The Homeowner had raised issues over litter not being picked up, grass not being cut during the winter months, grass cut too often during the summer months, weeding not being done and haphazard weed killer being applied to the detriment of the edges of the grass.

23. It was submitted that the Homeowner had taken issue over a broken fence which required to be replaced, however due to the costs associated with that repair work, repairs could not be instructed by the Property Factor without them obtaining alternative quotations and seeking approval of owners.

24. The Property Factor has attended on site for monthly inspections and has from time to time raise matters of concern with the contractors.

25. The Property Factor has a comprehensive WSoS as is required under the code. The Property Factor has issued a schedule to each homeowner which is specific to their property address and provides more specific detail as regards the grounds maintenance works in place.

26. When properties are handed over by a developer, the Property Factor will, as a matter of course, send out their WSoS together with schedule

of management regarding ground maintenance to each homeowner. This would have included the homeowner's late partner, Mr Cox. The development continues to be developed and there are more handovers to come. The part of the development of which the Property forms part was the first handover from the developer and the developer is still on site doing remedial work. The Property Factor only took over management of the Property in November 2021. Prior to that, the developer managed the common areas.

27. The first invoice sent to the Homeowner was 1 November 2021 to cover ground maintenance between August and October 2021. At that stage there were 70 properties contributing, and this is now up to 178 properties contributing to the costs.
28. The Property Factor cannot act on all requests made by homeowners and only those which fall under their duties under the WSoS. There has been engagement with the homeowners and the Property Factor considers this engagement to be positive to ensure the condition of the development is as the majority of homeowners would want it to be. There has been very little negative feedback from the owners over the generality of works carried out by the Property Factor.
29. The Property Factor has attempted to address all issues raised by the Homeowner. They have investigated her complaints, visited the site, raised matters with the contractors and responded to correspondence.
30. The Property Factor submitted that they have provided a comprehensible WSoS. They have taken reasonable steps to ensure that a copy of their WSoS is provided to homeowners. They consider that their communication has been positive and designed to convey that the Property Factor is instructing and supervising contractors. The Property Factor has a written complaints handling procedure which they have applied consistently and reasonably, a copy of which has been provided to the homeowners.
31. The Property Factor was not aware that the Homeowner was having such a difficulty in accessing the online portal. The purpose of the portal

is to be transparent and have all information to hand. The Property Factor was not aware of any concern of visibility on the portal nor aware of any requests for inspection reports to be issued. The Property Factor submitted that they can make paper copies available upon request and that they will provide information to the Homeowner as regards how they can access the portal going forward.

32. The Property Factor submitted that the current charges are issued on a quarterly basis and the Homeowner is liable for the 178th share of each invoice relevant for landscaping. Each invoice sets out the costs of ground maintenance, communal insurance and management fee and itb was submitted that this meets the requirements of the Code.
33. The Property Factor submitted that the Homeowner has made no payment for charges since December 2021 and which includes requests for payment of items which don't appear to be in dispute, such as insurance, play park inspection and replacement of fences. The Property Factor will continue to issue quarterly invoices to the Homeowner reminding them that if they have difficulty they can access assistance from organisations such as CAB.
34. The Property Factor submitted that there is no charge for monthly inspections carried out by the Property Factor. Playpark and safety inspections are contracted out to a specialist contractor and these are charged separately.
35. The Property Factor submitted that there have been two fence repairs carried out. If a repair exceeds the cost limit set out in the WSoS, the Property Factor needs the owners' consent to proceed. If there are outstanding works regarding a broken fence, this will be because the owners have not approved a repair or replacement.
36. The Property Factor submitted that the WSoS is sent out to all homeowners at the point that the Property Factor takes over management of their property. It is also available on the Property Factor's main website where it can be downloaded, and does not require access to the portal to be viewed.

## **Findings in Fact.**

37. The Tribunal had regard to the Application and written representations in full, and to the submissions made at the CMD and Hearing, whether referred to in full in this Decision or not, in establishing the facts of the matter and that on the balance of probabilities.

38. The Tribunal found the following facts established:

- i) The Parties are as set out in the Application;
- ii) The Homeowner is not satisfied with the standard of work carried out by the contractors instructed by the Property Factor;
- iii) The Homeowner has failed to make payment of costs of which she is liable to pay under the terms of the property title;
- iv) There is no evidence to satisfy the Tribunal that (i) the Property Factor has failed to instruct necessary works nor (ii) that works have been not been carried out to a satisfactory standard nor (iii) that the Homeowner should not be liable for all or part of the outstanding costs due to the Property Factor.

## **Decision of the Tribunal with reasons**

39. From the Tribunal's Findings in Fact, the Tribunal found that the Property Factor had not failed to comply with relevant parts of the 2021 Code.

40. With regard to the specific parts of the 2021 Code and the information before it, the Tribunal made the following findings as regards the following parts of the Code:-

- (i) 2021 Code at Section 1.1

*"A Property Factor must provide each homeowner with a comprehensible WSS setting out, in a simple, structured way, the terms and service delivery standards of the arrangement in place between them and the homeowner. If a homeowner makes an application under section 17 of the 2011 Act to the First-tier Tribunal for a determination, the First-tier Tribunal will expect the Property*

*Factor to be able to demonstrate how their actions compare with their WSS as part of their compliance with the requirements of this Code.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. A copy of the letter issued to the Property on 1 November 2021 was lodged by the Property Factor which contained a copy of the WSoS and set out a detailed specification of works. Furthermore, a copy of the WSoS is available to access on the Property Factor’s website.

(ii) 2021 Code at Section 1.2

*“A Property Factor must take all reasonable steps to ensure that a copy of the WSS is provided to homeowners:*

- within 4 weeks of the property factor:-  
agreeing in writing to provide services to them; or  
the date of purchase of a property (the date of settlement) of which they maintain the common parts. If the Property Factor is not notified of the purchase in advance of the settlement date, the 4 week period is from the date that they receive notification of the purchase;  
identifying that they have provided misleading or inaccurate information at the time of previous issue of the WSS.*
- at the earliest opportunity(in a period not exceeding 3 months) where:  
substantial change is required to the terms of the WSS.*

*Any changes must be clearly indicated on the revised WSS issued or separately noted in a ‘summary of changes’ document attached to the revised version.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. Reference is made to paragraph 31(i) above.

(iii) 2021 Code at Section 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.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that the Property Factor had communicated appropriately with the Homeowner, and responded to concerns raised timely.

(iv) 2021 Code at Section 2.3

*“The WSS must set out how homeowners can access information, documents and policies/procedures. Information and documents can be made available in a digital format, for example on a website, a web portal, app or by email attachment. In order to meet a range of needs, property factors must provide a paper copy of documentation in response to any reasonable request by a homeowner.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. There was no evidence before the Tribunal that the Homeowner had made any requests for a paper copy of documentation and not been provided same.

(v) 2021 Code at Section 2.4

*“Where information or documents must be made available to a homeowner by the Property Factor under the Code on request, the Property Factor must consider the request and make the information available unless there is good reason not to.”*

The Tribunal was not satisfied that there was any evidence before it of any breach of this part of the Code.

(vi) 2021 Code at Section 2.9

*“Where another Property Factor is due to take over the management of property and land owned by homeowners; the outgoing Property*

*Factor must co-operate (within the limits of their authority to act and data protection legislation) with the new, formally appointed, Property Factor (and vice versa), to supply each other with information about the land and properties to be factored and contact details for homeowners. This could be achieved via a letter of authority from the majority of homeowners to confirm their instructions to the outgoing Property Factor and list the information they wish to be shared.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied upon.

(vii) 2021 Code at Section 2.10

*“Where the Property Factor has purchased the assets or otherwise been introduced to homeowners by the existing property factor, the letter of introduction should include a clear statement that homeowners are responsible for choosing and appointing their Property Factor and are not obliged to take up the offer of services. The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied upon.

(viii) 2021 Code at Section 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.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that invoices were issued by the Property Factor to the Homeowner and which set out clearly the basis of the charges and they were accordingly complaint with the Code. Whilst it was noted that the Homeowner stated that she considered that the grounds maintenance charges should be broken down further into individual grounds maintenance jobs such as “litter picking”, “weeding” etc., the Tribunal was not persuaded that this was either necessary, reasonable, nor practicable.

(ix) 2021 Code at Section 4.5

*“When dealing with customers in default or in arrears difficulties, a Property Factor should treat its customers fairly, with forbearance and due consideration to provide reasonable time for them to comply. The debt recovery procedure should include, at an appropriate point, advising the customer that free and impartial debt advice, support and information on debt solutions is available from not-for-profit debt advice bodies.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner has failed to make payment of charges which fall due to be paid in terms of her legal obligations as a Homeowner. The Tribunal was satisfied that the Property Factor is entitled to write to the Homeowner highlighting the debt due by her and seeking payment of same. The Tribunal was satisfied that the Property Factor had done so in a fair and reasonable manner.

(x) 2021 Code at Section 4.7

*“If an application against a Property Factor relating to a disputed debt is accepted by the First-tier Tribunal for consideration, a Property Factor must not continue to apply any interest, late payment charges or pursue any separate legal action in respect of the disputed part of the debt during the period from when the Property Factor is notified*

*in writing by the First-tier Tribunal that the application is being considered and until such time as they are notified in writing of the final decision by the First-tier Tribunal or the Upper Tribunal for Scotland (if appeal proceedings are raised)."*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied upon.

(xi) 2021 Code at Section 4.11

*"A Property Factor must not take legal action against a homeowner without taking reasonable steps to resolve the matter and without giving notice to the homeowner of its intention to raise legal action (see also section 4.7)."*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. There was no evidence before it that legal action had been raised by the Property Factor, and which was confirmed by the Property Factor. The Homeowner confirmed that she had received debt recovery letters but had not received any sort of summons or other court documents. The Tribunal was satisfied that a debt recovery letter did not equate to the raising of legal action.

(xii) 2021 Code at Section 6.1

*"This section of the Code covers the use of both in-house staff and external contractors by Property Factors. While it is Homeowners' responsibility, and good practice, to keep their property well maintained, a Property Factor can help to prevent further damage or deterioration by seeking to make prompt repairs to a good standard."*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was

satisfied that the Property Factor had carried out repairs where required and within the terms of their authority under the WSoS. There was no evidence before the Tribunal to show that any damage or deterioration had occurred and which could be attributed to any fault or neglect on the part of the Property Factor.

(xiii) 2021 Code at Section 6.3

*“A Property Factor must have in place procedures to allow homeowners to notify them of matters requiring repair, maintenance or attention.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that the Property Factor had appropriate procedures in place for the notification of repairs, and that these procedures had been utilised by the Homeowner.

(xiv) 2021 Code at Section 6.4

*“Where a Property Factor arranges inspections and repairs this must be done in an appropriate timescale and Homeowners informed 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. Where work is cancelled, Homeowners should be made aware in a reasonable timescale and information given on next steps and what will happen to any money collected to fund the work”.*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that regular inspections had been carried out by the Property Factor and repairs and maintenance carried out as required, with satisfactory communication to the Homeowner of same.

(xv) 2021 Code at Section 6.6

*“A Property Factor must have arrangements in place to ensure that*

*a range of options on repair are considered and, where appropriate, recommending the input of professional advice. The cost of the repair or maintenance must be balanced with other factors such as likely quality and longevity and the Property Factor must be able to demonstrate how and why they appointed contractors, including cases where they have decided not to carry out a competitive tendering exercise or use in-house staff. This information must be made available if requested by a homeowner.”*

There was no evidence before the Tribunal to satisfy it that this part of the Code had been breached.

(xvi) 2021 Code at Section 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.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that regular inspections had been carried out by the Property Factor and repairs and maintenance carried out as required.

(xvii) 2021 Code at Section 6.9

*“If applicable, documentation relating to any tendering or selection process (excluding any commercially sensitive information) must be made available if requested by a homeowner.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied

upon.

(xviii) 2021 Code at Section 6.10

*"A Property Factor must disclose to homeowners, in writing, any commission, administration fee, rebate or other payment or benefit that is paid to them or anyone in control of the business or anyone connected with the factor or a person in control of the business, in connection with the contract."*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied upon.

(xix) 2021 Code at Section 7.1

*"A Property Factor must have a written complaints handling procedure. The procedure should be applied consistently and reasonably. It is a requirement of section 1 of the Code: WSS that the Property Factor must provide homeowners with a copy of its complaints handling procedure on request.*

*The procedure must include:*

- *The series of steps through which a complaint must pass and maximum timescales for the progression of the complaint through these steps. Good practice is to have a 2 stage complaints process.*
- *The complaints process must, at some point, require the homeowner to make their complaint in writing.*
- *Information on how a homeowner can make an application to the First-tier Tribunal if their complaint remains unresolved when the process has concluded.*
- *How the Property Factor will manage complaints from homeowners against contractors or other third parties used by the Property Factor to deliver services on their behalf.*

- *Where the Property Factor provides access to alternative dispute resolution services, information on this.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Tribunal was satisfied that the Property Factor has a written complaints handling procedure. This is available on their website. There was no evidence before the Tribunal that the Homeowner had requested a copy of the procedure and not been provided with same.

(xx) 2021 Code at Section 7.4

*“A Property Factor must retain (in either electronic or paper format) all correspondence relating to a homeowner’s complaint for a period of at least 3 years from the date of the receipt of the first complaint.”*

The Tribunal was not satisfied on the basis of the evidence before it that this part of the Code had been breached. The Homeowner agreed at the Hearing that there had been a misunderstanding of the meaning of this part of the Code and that it was no longer being relied upon.

### **Property Factor Enforcement Order (PFEO)**

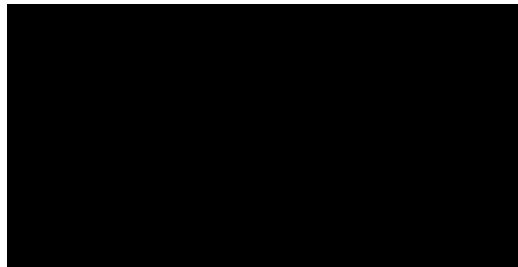
41. Having made a decision in terms of Section 19(1)(a) of the Act that the Property Factor has not failed to comply with the relevant sections of the Code, the Tribunal makes no order and the application is dismissed.

42. The decision is unanimous.

### **Appeal**

**In terms of section 46 of the Tribunals (Scotland) Act 2014, 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.**



Legal Member/Chairperson

8 July 2024