

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Homeowner Housing Panel) issued under the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012 in an application under section 17 of the Property Factors (Scotland) Act 2011 ('The Act').

Chamber Ref:FTS/HPC/PF/19/1857

10/150, Second Avenue, Clydebank, G81 3BH; 12/150 Second Avenue, Clydebank, G81 3BH; 12/12 Green Street, Clydebank, G81 3AY and 2/2 John Street, Clydebank, G81 1ND ('the Properties')

The Parties:

Simon and Gail Downes, 14 Brandywell Road, Abernethy, Perth, PH2 9GY ('The Homeowner')

West Dunbartonshire Council, 6-14 Bridge Street, Dumbarton, G82 1NT ('the Factor')

Tribunal members:

Jacqui Taylor (Chairperson) and Andrew Taylor (Ordinary Member).

Decision of the Tribunal

The Tribunal determines that the Factor has failed to comply with sections 2.1, 2.5, 6.3 and 6.6 of the Code of Conduct.

The decision is unanimous.

Background

1. The Factor's date of registration as a property factor is 17th December 2012.
2. The Homeowners are proprietors of the Properties in terms of the following Land Certificates: 10/150, Second Avenue, Clydebank, G81 3BH (DMB38059); 12/150 Second Avenue, Clydebank, G81 3BH (DMB75208); 12/12 Green Street, Clydebank, G81 3AY (DMB75881) and 2/2 28 John Street, Clydebank, G81 1ND (DMB79251).
3. By application dated 12th June 2019 the Homeowners applied to the First-tier Tribunal (Housing and Property Chamber) for a determination that the Factor had

failed to comply with the following sections of the Property Factor Code of Conduct ('The Code') and also failing to carry out the Property Factor's duties.

- Section 1: Written Statement of Services.
Various sections
- Section 2: Communication and Consultation.
Sections 2.1, 2.2, 2.4 and 2.5
- Section 3: Financial Obligations
Section 3.3
- Section 4: Debt Recovery
Section 4.7
- Section 6: Carrying out Repairs and Maintenance
Sections 6.1, 6.3, 6.6 and 6.8

4. The application had been notified to the Factor.

5. By Minute of Decision by Maurice O'Carroll, Convener of the First- tier Tribunal (Housing and Property Chamber), dated 2nd July 2019, he intimated that he had decided to refer the application (which application paperwork comprises documents received on 17th June 2019) to a Tribunal.

6. An oral hearing took place in respect of the application on 16th September 2019 at the Glasgow Tribunal Centre, 20 York Street, Glasgow.

Simon Downes, one of the Homeowners, appeared on his own behalf and as representative of Mrs Gail Downes, his wife and the second Homeowner.

The Factor was represented by Alan Young, Housing Asset Investment Manager of West Dunbartonshire Council and Chris Anderson, Solicitor.

At the beginning of the hearing the parties confirmed and agreed the following facts, which were accepted by the Tribunal:-

- Mrs Downes owns 12/12 Green Street, which is a third floor flat in a block of twelve flats. She purchased the property in May 2012.
- Mrs Downes also owns Flat 12, 150 Second Avenue, which is a third floor flat in a block of twelve flats. She purchased the property in November 2014.

- Mr Downes owns 2/2, 28 John Knox Street, Clydebank, which is a second floor flat in a block of sixteen flats. He purchased the property in March 2016.
- Mr Downes also owns 10/150, Second Avenue, Clydebank, which is a third floor flat in a block of twelve flats. He purchased the property in November 2014.
- West Dunbartonshire Council provide factoring services in relation to the Properties which includes arranging maintenance and repair of the Properties.
- The application concerns, in general terms, applications for external rendering proposals made by the Factor. The external rendering works for the property at 12 Green Street is underway but the proposed works in respect of the other properties have not yet begun. There are 260 properties involved in this external works programme. The works involve installing insulated over cladding to the Properties.

The parties' representations and the Tribunal's decisions:

The Code Complaints.

The Homeowners' application states that they consider that the Factor had failed to comply with the following sections of the Code of Conduct.

Section1: Written Statement of Services.

The Homeowners' complaint.

Mr Downes explained that the Factor had not provided himself and his wife with Written Statements of Services in relation to their four properties. At the time they prepared the application they downloaded the Written Statement of Services from the Factor's website and this was the first time that they had seen the Written Statements of Services.

The Factor's response.

Mr Young explained that West Dunbartonshire Council did sent copies of the Written Statement of Services to the Homeowners shortly after they purchased the Properties, as follows:

1. 12/12 Green Street, Clydebank- the Written Statement of Services was sent by post to the Homeowners' home address on 30th September 2013.
2. 150/12 Second Avenue, Clydebank- the Written Statement of Services was sent to the Homeowners with their introductory letter to their correspondence address on 27th November 2014.

3. 150/10 Second Avenue, Clydebank- the Written Statement of Services was sent to the Homeowners on 12th December 2014 to their correspondence address.
4. 2/2, 28 John Knox Street, Clydebank- the Written Statement of Services was sent to the Homeowners on 8th April 2016 to the property address.

He explained that the letters to the Homeowners had been automatically generated from their database using their mail drop system and consequently he does not have copies of the specific letters sent. The Council generate 13,000 such documents and it is not feasible for them to retain copies of such letters. However he confirmed that the letters would have provided the Homeowners with details of the factoring arrangements and also provided them with copies of the Written Statements of Services.

The Tribunal's Decision.

Due to the conflicting oral evidence of the parties the Tribunal were unable to determine if the Factor had sent the Written Statements of Services to the Homeowners, as required by the Code of Conduct. However the Tribunal acknowledged that as the Homeowners had obtained copies of the written Statements of Services when they downloaded them from the Council's website any breach of this section of the Code would have been a 'technical breach'.

Section 2: Communication and Consultation.

2.1: 'The Factor must not provide information which is misleading or false.'

The Homeowners' complaints.

First Complaint

Mr Downes explained that the Factor had sent himself and his wife four letters (one in respect of each property they own), each being in identical terms dated 30th November 2018 and headed 'Proposed External Insulated Render Programme in your area.'

He explained that he considers that the following paragraph in the letters to be ambiguous and misleading:

'* Please note if you are an owner of multiple properties (more than 3) and/ or you have received HEEPS-ABS funding in the past this funding may not be applicable to you.'

He took this to mean that as himself and his wife had not received HEEPS-ABS funding in the past, even although they own between them more than three properties, the grant funding would be available to them and they could proceed. However he explained that as he felt that this paragraph was ambiguous after he had received the letter he spoke to the Factor's representative Mrs Hylands who clarified that grant funding would only be available for two out of the four properties and therefore they decided to reject the proposal.

Second Complaint

Mr Downes explained that in his view a delay of five months in advising them of the results of the first vote is misleading and/ or false.

Third Complaint

Mr Downes advised that he considered it to be misleading holding a vote in relation to the external cladding proposal as the Factor already owns a majority of the properties in the blocks concerned and are able to proceed with the improvements as owners of a majority of the properties, as provided for in the title deeds.

Fourth Complaint

Paragraph 3 of the letter from the Factor to the Homeowners dated 4th April 2019 explains that 'Should the proposed work move to instruction following the outcome of the vote then as the work is carried out by a third party on behalf of the Council a signed contract is required..... A contract is also required to validate any eligible additional Energy Company funding which may contribute to overall costs.'

Mr Downes advised that even although some of the cladding works have begun neither himself or Mrs Downes have signed or been provided with any contract and therefore he considers this to be misleading.

The Factor's representations.

First Complaint

Mr Anderson advised that he did not consider the asterixed paragraph in the letter from the Factor to the Homeowners dated 30th November 2018 referred to by Mr Downes to be ambiguous. In any event the letter gave the Homeowners the contact details of the Council to enable them to obtain more information. The Homeowners had contacted the Council officials and obtained the clarification that they required with the result that they decided that they did not wish to proceed. The second vote letter clarified any apparent ambiguity. The grant conditions are that if a homeowner

owns more than three properties they are not entitled to receive the grant funding. This is a new condition of the grants that was introduced in 2018.

Mr Young explained that the first letter dated 30th November 2018 was a letter to encourage support for the project. The first vote resulting from the first letter of 30th November 2018 is an informal vote. In the event of some of the owners dissenting a second letter is sent, which is what happens in relation to the Homeowners' four properties. The second letter is the more formal vote.

He does not consider that the Factor has provided false or misleading information.

Second Complaint

Mr Anderson advised that he did not consider the delay in issuing the results of the first vote to be false or misleading.

Third Complaint

Mr Anderson advised that he did not consider it to be false or misleading to carry out a vote even although the Factors own a majority of the properties in the block concerned.

Fourth Complaint

Mr Young explained that eligibility for part of the grant funding for the external cladding works is based on the fuel poverty of the occupants of the properties. Therefore, the energy companies have to carryout a check on the circumstances of the occupants to determine eligibility for this part of the funding. He advised that it is not an absolute requirement for the works to proceed but it is an eligibility check by the particular energy companies. He accepted that no contracts had been signed by the Homeowners before the works began at the Green Street block. He explained that he does not consider this to be misleading it is just something that did not happen.

The Tribunal's Decisions.

First Complaint

The Tribunal determined that the paragraph referred to by Mr Downes namely:-
'Please note if you are an owner of multiple properties (more than 3) and/ or you have received HEEPS-ABS funding in the past this funding may not be applicable to you.'

to be misleading. As written the paragraph states that (1) if the homeowners own multiple properties AND they have previously received HEEPS- ABS funding in the past the funding would not be available to them OR (2) if the homeowners have

previously received HEEPS- ABS funding in the past the funding would not be available to them. The paragraph did not make it clear that if the homeowners own multiple properties then regardless of whether or not they had received HEEPS- ABS funding in the past the funding would not be available to them. Indeed this ambiguity was corrected in the second voting slip issued with the letters from the Factor to the Homeowners dated 12th March 2019 which gives the homeowners three options:

- (i) I confirm that I own or jointly own more than 3 properties (and therefore I will not be eligible for the HEEPS-ABS funding).
- (ii) I confirm that I own or jointly own more than one property, but I have not more than three properties (and I understand that I will only be eligible for HEEPS-ABS funding for one property).
- (iii) I confirm that this is my sole residency and I have not previously received HEEPS-ABS funding.

Second Complaint

The Tribunal determined that a delay of five months in advising the Homeowners of the results was arguably poor practice as the homeowners would have been left wondering if the external rendering programme was proceeding. However the delay in advising the homeowners of the result is not in itself misleading or false.

Third Complaint

The Tribunal determined that it is not misleading or false to hold a vote in relation to the external cladding proposal even although the Factor already own a majority of the properties. The letters from the Factor to the Homeowners dated 30th November 2018 state that 'The majority vote would determine the outcome for any common owned block. The Council's position is to agree with the proposals on behalf of its properties.' The Factor had made their position clear.

Fourth Complaint

The Tribunal determine that paragraph 3 of the letter from the Factor to the Homeowners dated 4th April 2019 which explains that 'Should the proposed work move to instruction following the outcome of the vote then as the work is carried out by a third party on behalf of the Council a signed contract is required..... a contract is also required to validate any eligible additional Energy Company funding which may contribute to overall costs.' is not misleading or false. The Tribunal accept the Factor's position, as detailed in the letter dated 4th April 2019, that a contract is

required. In the experience of the Tribunal it would be very unusual for works of this nature to proceed without a contract. The Tribunal note that the Homeowners have not yet signed a contract for the external cladding works to Mrs Downes property at Green Street, Clydebank and despite this fact the external rendering works have already begun. The Tribunal accept the Factor's explanation that this is something that has not happened as opposed to being a communication that is misleading or false.

2.2: You must not communicate with homeowners in any way which is abusive or intimidating, or which threatens them (apart from reasonable indication that you may take legal action).

The Homeowner withdrew this section of the application.

2.4: You must have a procedure to consult with the group 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. Exceptions to this are where you can show that you have agreed a level of delegated authority with the group of homeowners to incur costs up to an agreed threshold or to act without seeking further approval in certain situations (such as in emergencies).

The Homeowners' complaint.

Mr Downes accepted that the Factors have a procedure to consult with Homeowners and seek their written approval before providing works or services but he considers the procedure to be unclear.

The Factor's representations.

Mr Anderson explained that the written statement of services clearly sets out the required procedure.

The Tribunal's Decision.

The Tribunal determine that the Factor has not breached section 2.4 of the Code as the Factor's Written Statement of Services sets out their procedure to consult with homeowners and seek their written approval before providing work or services.

2.5: You must respond to enquiries and complaints received by letter or email within prompt timescales. Overall your aim should be to deal with enquiries and complaints as quickly and as fully as possible, and to keep homeowners informed if you require additional time to respond. Your response times should be confirmed in the written statement.

The Homeowners' complaint.

Mr Downes explained that the Factor did not provide all the information he requested in his emails dated 12th December 2018, 20th January 2019, 27th February 2019 and 10th March 2019 until the Factor sent them a letter dated 4th April 2019 which states that the Homeowners' complaint was escalated to a Stage 2 complaint and the letter of 4th April 2019 is their final response.

He was requesting details of the outcome of the vote dated 14th December 2018, the scope of works, details of the tender process which arrived at the selection of a supplier and a full breakdown of the costs and guarantees that their supplier is prepared to give regarding completed works and future remedial action.

The Factor's representations.

Mr Anderson explained that the substantive complaint was received by the Factor on 10th March 2019. The Factor issued a holding response on 21st March 2019 and a detailed response was issued on 4th April 2019, less than one month from the date of the original email of 21st March 2019.

Mr Young advised that in addition to the correspondence produced to the Tribunal the Factor would have sent out standard letters to homeowners about the progress of the works and answering questions such as car parking arrangements, site compounds etc. In connection with the Homeowner's email of 12th December 2018 he explained that the Homeowners did not specifically ask for details of specific start dates.

The Tribunal's Decision.

The Factor's Written Statement of Services at section 4 sets out details of their Communication Arrangements.

This section states: '*We aim to respond to owner's enquiries on the same day, to let them know how long it will take to answer their enquiry and to provide final answers within 10 working days. If for any reason we are unable to complete our action within*

this time, we will inform you of progress at least every 5 working days, or as agreed with you.'

Considering each of the emails sent by the Homeowners to the Factor:

1. Email dated 12th December 2018.

This email from Mr Downes to Mrs Hylands attached the Homeowners' completed voting slips and explained that they have amended them from an agreement to proceed with the works to a wholesale rejection of the works. He then narrated matters that had been discussed with Mrs Hylands. He explained that the Homeowners are not in a position to personally fund the rendering works, other than through full grant funding. He states 'should the works proceed we would request to see your establishment of legal right to complete the works, the details of the voting held, any consents withdrawn, see the full tendering process to understand the total costs obtained and have a detailed understanding of the apportionment of costs to each flat occupier.' He also explained that the properties are buy to let properties with securities over them and the Factor would need to advise the mortgage providers of the proposed rendering works. He ended the email stating that they are extremely concerned at the short timescales involved between voting and completion of works and they do not have the means to pay for these works now or in the future.'

Mrs Hylands replied to that email on 18th December 2018 and advised that she was currently gathering the information to enable her to reply to the enquiry.

The Tribunal have considered the terms of Mr Downes email dated 12th December 2018 and do not consider that it was asking the Factor any questions that the Factor was required to reply to. It was a lengthy email that clarified the Homeowners' position. Consequently the Tribunal determine that the Factor has not failed to comply with section 2.5 of the Code in relation to the Homeowners' email of 12th December 2018. It was noted that Mrs Hylands sent the Homeowners a further email dated 7th January 2019 which provided the Homeowners with further information.

2. Email dated 20th January 2019

The email from Mr Downes to Mrs Hylands asked for her comments on the following points:

1. Clarification of the position of the grant funding where homeowners own multiple properties.

2. Clarification as to why the homeowners are being asked to vote when the Council own a majority of the properties in the blocks.
3. Mr Downes explained that he would need to agree to the third party contract and understand their legal obligation to sign the contract and the implications of not signing such a formal contract.
4. He requested visibility of the tendering process and explained the details he required.
5. He asked to escalate his complaint to the complaints team once the dialogue was closed.
6. He asked for details of any charge made against the property if eligible for a grant and whether in any circumstance it is repayable.

Mrs Hylands replied to the email on 25th January 2019. She explained that she was waiting on further information to enable her to respond to the enquiry. She advised that she would reply in due course.

Mr Downes sent a chase up email on 6th February 2019 asking if any progress had been made. Mrs Hylands replied on 7th February 2019 advising that she was collating some information and suggested a meeting with the Housing and Investment Manager to discuss the project in full.

Mr Downes replied on 8th February 2019 explaining that as they live in Perth they were unable to attend a meeting. The Factor provided a detailed response to the Homeowners' email of 20th January 2019 on 4th April 2019.

The Tribunal determine that the Factor has failed to comply with section 2.5 of the Code of Conduct in relation to the Homeowners' email of 20th January 2019 as they failed to adhere to the communication timescales set out in their Written Statement of Services. The Factor did not provide a final answer to the Homeowners' questions within 10 working days and they did not provide the Homeowners with a progress report every 5 working days.

3. Email dated 27th February 2019.

The email from Mr Downes to Mrs Hylands pressed for a final response within 7 days. He also asked for details of the outcome of the December 2018 vote. Mr Downes does not appear to have received a specific response to this email and did not receive the details of the outcome of the December 2018 vote until they received the letter from Jim McAloon, Strategic Lead of Regeneration dated 4th

April 2019. The Tribunal determine that the Factor has failed to comply with section 2.5 of the Code of Conduct in relation to the Homeowners' email of 27th February 2019 as they failed to adhere to the communication timescales set out in their Written Statement of Services.

4. Email dated 10th March 2019

The email from Mr Downes to customer relations at West Dunbartonshire Council advised that he wished to lodge a formal complaint. Both Louise Lyons of Customer relations and Mrs Hylands replied by email on 21st March advising that the enquiry is presently with the Council's Customer Relations Department. The email stated that he would receive a response in due course. Mr Downes received a detailed response by email on 8th April 2019.

Section 5 of the Factor's Written Statement of Services details the Factor's complaints Procedure. It states that they will acknowledge receipt of the complaint within two working days and provide a full response within 20 working days.

The Tribunal determine that the Factor has failed to comply with section 2.5 of the Code of Conduct in relation to the Homeowners' email of 10th March 2019 as they failed to adhere to the communication timescales in relation to issuing of their full response set out in their complaints procedure contained in their Written Statement of Services.

3.3 You must provide to homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise), a detailed financial breakdown of charges made and a description of the activities and works carried out which are charged for. In response to reasonable requests, you must also supply supporting documentation and invoices or other appropriate documentation for inspection or copying. You may impose a reasonable charge for copying, subject to notifying the homeowner of this charge in advance.

The Homeowners' complaint.

The Homeowner withdrew this section of the application.

4.7 You must be able to demonstrate that you have taken reasonable steps to recover unpaid charges from any homeowner who has not paid their share of the costs prior to charging those remaining homeowners if they are jointly liable for such costs.

The Homeowners' complaint.

The Homeowner withdrew this section of the application.

Section 6: Carrying out repairs and maintenance.

6.1: You must have in place procedures to allow homeowners to notify you of matters requiring repair, maintenance or attention. You must inform homeowners of the progress of this work, including estimated timescales for completion, unless you have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required.

The Homeowners' complaint.

Mr Downes explained that his letting agency Source Property contacted the Factor regarding a repair required to 12 Green Street. The Factor sent a surveyor to inspect the property and spoke to the tenant of the property and advised that the repair would not be carried out at that time as it would be dealt with as part of the recladding project. He was concerned about this as required repairs had previously been carried out without any delay.

The Factor's representations.

Mr Anderson advised that he considered this matter to be premature as no notice had been given to the Factor that the repair was required before the letter of notification the Homeowners sent to the Factor setting out the detail of their application.

Mr Young explained that when the surveyor inspected the property at Green Street he did not find any evidence of water ingress and considered that the problem may relate to the condition of the windows, which are not the common property of the block. He advised the Tenant of the property to call the Factor back if the problem persisted but as far as he was aware no call back was made.

The Tribunal's Decision.

The Tribunal accepted the evidence of Mr Young to the effect that the surveyor that inspected the property 12 Green Street, Clydebank did not find any evidence of

water ingress at the property and accordingly determine that the Factor has not breached section 6.1 of the Code of Conduct.

6.3: On request, you must be able to show how and why you appointed contractors, including cases where you decided not to carry out a competitive tendering exercise or use in-house staff and

6.6: If applicable, documentation relating to any tendering process (excluding any commercially sensitive information) should be available for inspection by homeowners on request, free of charge. If paper or electronic copies are requested, you may make a reasonable charge for providing these, subject to notifying the homeowner of this charge in advance.

The Homeowners' complaint.

Mr Downes explained that his email to Mrs Hylands dated 15th March 2019 specifically asked for 'visibility of how the £37,600 debt you wish to put upon us is comprised including full details of the tender process which had arrived at the selection of a supplier and a full breakdown of the costs and the guarantees that your supplier is prepared to give regarding completed works and future remedial action.'

He has not been provided with this information.

The Factor's representations

Mr Young explained that the eco funding is only available through six providers. Information can be provided to the Homeowners but only in relation to the blocks where they own properties. He accepted that the information requested by the Homeowners had not been provided. He advised that the contractors are Scottish and Southern Energy and he explained that the Homeowners are aware of this.

The letter from Jim McAloon to the Homeowners dated 4th April 2019 states at paragraph 4:

'A competitive process was undertaken with the main energy companies to determine the highest rate of Energy Company Obligation rates (ECO) together with costs for installing external insulated render in order to select the preferred ECO rate provider. This funding can only be supplied by one of the main energy companies under this obligation.

This latest phase of our HEEPS-ABS programme has one again demonstrated best value costs for this type of work. Each phase is priced in area based batches to achieve cost efficiencies and is broken down to per block and per unit costs, although I am happy to share the cost information for your respective properties and confirm that they are equal in cost to the other units in the same common block, I am unable to share the whole project costs as these contain the contractors commercially sensitive costs and costs for other properties not in your ownership.

In terms of guarantees for the work, work of this nature is required to come with a lodged guarantee for the system and this is provided upon completion by the contractor under the contract terms. The works in general have a defects liability period for 12 months after contract completion to cover any normal works defects, thereafter any system defects or guarantee issues would be raised via the lodged guarantee conditions provided after completion. During the works there are Council managed quality of workmanship inspections undertaken regularly as well as contractor led quality control, this is a requirement of the grant funding conditions. You would also be provided with the Project Team contact details to raise any matters you may be concerned about during the course of the works.'

The Tribunal's Decision.

The Tribunal determine that the Factor has failed to comply with sections 6.3 and 6.6 of the Code of Conduct.

- (i) The Factor did not provide the Homeowners with full details of the tender process which had arrived at the selection of the supplier.
- (ii) The Factor did not provide the Homeowners with a full breakdown of the costs.
- (iii) Whilst the Tribunal acknowledge that the Factor provided the Homeowners with a general overview of the guarantees that would be provided the Factor did not provide the Homeowners with specific details of the guarantees that the supplier would provide for the completed works and future remedial action.

6.8: You must disclose to homeowners, in writing, any financial or other interests that you have with any contractors appointed.

The Homeowners' complaint.

The Homeowner withdrew this section of the application.

Alleged Breach of Property Factor Duties.

The Homeowners' representations.

The Homeowner withdrew this section of the application.

Decision and Property Factor Enforcement Order.

In all of the circumstances narrated above, the Tribunal finds that the Factor has failed in its duty under section 17(1)(b) of the 2011 Act, to comply with Sections 2.1, 2.5, 6.3 and 6.6 of the Code of Conduct. The Tribunal therefore determined to issue a Property Factor Enforcement Order.

Section 19 of the 2011 Act requires the Tribunal to give notice of any proposed Property Factor Enforcement Order to the Property Factor and allow parties an opportunity to make representations to the Tribunal.

The Tribunal proposes to make the following Order:

'First, the Factor is directed to provide the Homeowners and the Tribunal with details and evidence of the tendering process carried out for the purposes of selecting a contractor to carry out the proposed external insulated render programme in relation to the Homeowners' properties. The Tribunal acknowledges there may be some commercially sensitive information which cannot be divulged and consequently will accept anonymised details by naming the contractors A, B, C etc. The following details are required:

- 1. How many contractors were invited to provide quotations for the external insulated render programme in relation to the Homeowners' Properties?*
- 2. How many quotes were provided?*
- 3. Advise if a price/ quality selection matrix was used and if so what were the weightings and quality criteria.*
- 4. Identify the contractor the external insulated render programme was placed with.*
- 5. A full breakdown of the costs of the external insulated render programme in relation to the Homeowners' Properties.*
- 6. Specific details of the guarantees that the supplier will provide for the completed works and future remedial action.*

Second, The Factor is directed to pay the Homeowners £150 in respect of each of the properties totalling £600 as compensation from their own funds. The said sums to be paid within 28 days of the communication to them of the Property Factor Enforcement Order'

Appeals

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.

Signed J Taylor

Date: 28th October 2019

Chairperson