



**DETERMINATION BY HOMEOWNER HOUSING COMMITTEE
STATEMENT OF DECISION OF THE HOMEOWNER HOUSING
COMMITTEE**

UNDER

**THE HOMEOWNER HOUSING PANEL (APPLICATIONS AND DECISIONS)
(SCOTLAND) REGULATIONS 2012 (the "Regulations")**

hohp Ref: HOHP/PF/13/0251

Re Flat 8/5, The Maltings, Falkirk FK1 5BX (the Dwelling-house")

The Parties:-

Mrs Patricia McLaren, Seafield, Falkirk FK1 3AH (the **"Homeowner"**)

Property 2, 2a Northkirklands, Eaglesham Road, Glasgow G76 0NT (the **"Factor"**)

Decision by a Committee of the Homeowner Housing Panel in an Application under Section 17 of the Property Factors (Scotland) Act 2011 (the **"Act"**)

Committee Members

Jamie Millar (Chairman), Douglas McIntyre (Surveyor) and Colin Campbell (Housing Member).

Background

1. By application dated 30 July 2013 and received on 31 July 2013 the Homeowner applied to the Homeowner Housing Panel (**"HOHP"**) for a determination whether the Factor had failed to comply with the Property Factors Duties (the **"Duties"**) and/or had failed to comply with the Property Factors Code of Conduct (the **"Code"**) in terms of the Act.
2. The application by the Homeowner alleged the following failings on the part of the Factor:-
 - 2.1 Breach of the Code in respect of:-
 - 2.1.1 Written statement of services – Sections 1, 1A, 1B, A, b, c, d of the Code; (**"Complaint 1"**)
 - 2.1.2 Communications and consultation – Sections D.I, m, F, p, 2.1, 2.4 of the Code; (**"Complaint 2"**)
 - 2.1.3 Financial obligations – Sections 3, 3.3 of the Code; (**"Complaint 3"**)

- 2.1.4 Insurance – Sections 5, 5.2, 5.3, 5.4, 5.6, 5.7, 5.8, 5.9 of the Code; (**"Complaint 4"**)
- 2.1.5 Carrying out repairs and maintenance – Sections 6, 6.1, 6.3, 6.6, 6.7, 6.8, 6.9 Of the Code; (**"Complaint 5"**)
- 2.1.6 Complaints resolution – Sections 7, 7.1, 7.2, 7.3, 7.4, 7.5 of the Code; (**"Complaint 6"**)
- 2.2 Failure to carry out the Duties (**"Complaint 7"**).
- 3. Following submission of the Homeowner's Application the HOHP entered into further correspondence with the Homeowner, the purpose of which was to clarify further details in relation to the nature and extent of the Homeowner's Application. The Application and all correspondence between HOHP and the Homeowner have been copied to the Factor.
- 4. By letters dated 2 September 2013 HOHP notified the Homeowner and the Factor that the President of HOHP had decided to refer the Application to a Committee of HOHP (the **"Committee"**).
- 5. Following referral of the Application to the Committee the Homeowner submitted written representations dated 11 September 2013 to the Panel a copy of which was provided to the Factor.
- 6. Following referral of the Application to the Committee the Factor submitted written submissions received by the Panel on 17 September 2013 a copy of which was provided to the Homeowner by the Panel.
- 7. The Committee issued Directions on 18 October 2013 to the Homeowner and the Factor requiring the Factor to provide to the Committee and to the Homeowner as soon as possible and no later than 14 days prior to the Hearing a copy of the deed of conditions relating to the development (the **"Development"**) of which the Dwelling-house forms part and a copy terms and conditions of the Factor's appointment and requiring the Factor and the Homeowner to confirm who would give evidence. The Directions were implemented by the Homeowner and the Factor.

Hearing

- 8. A hearing on the issues took place at the HOHP office at Europa Building, 450 Argyle Street, Glasgow G2 8LH on 22 November 2013. The Homeowner appeared in person accompanied by her husband, Mr Alexander McLaren who both gave evidence. The Factor was represented by Mr Graeme McEwan and Ms Lisa Pieper who both gave evidence.

Findings of Fact

- 9. The Applicant is the proprietor of the Dwelling-House.
- 10. The Dwelling-House and the development of which it forms part (the **"Development"**) are subject to a Deed of Declaration of Conditions by Westpoint Developments (Scotland) Limited (the **"Developer"**) dated 15

February 2006 (the "**Deed of Conditions**").

11. It is not disputed that the Factor is the duly appointed Factor of the Development in terms of the Deed of Conditions. The Factor was registered under the Act on 7 December 2012.
12. The Development comprises nine linked blocks of flatted dwelling-houses each block containing eight flatted dwelling-houses.
13. Falkirk Council is the local authority for the area within which the Development is located.
14. The Development is adjacent to the Forth and Clyde Canal (the "**Canal**") which is owned by Scottish Canals (formerly British Waterways Board) and is subject to the rights and burdens contained in a disposition by British Waterways Board in favour of the Developer which granted to the Developer and its successors in the ownership of the Development or parts of the Development a heritable and irredeemable right of wayleave for the purposes of discharge of the surface water drainage from the Development into the Canal on certain conditions including the requirement that the Developer and its successors were required to pay to Scottish Canals the sum of £5,000 plus VAT per annum in respect of such rights to be paid annually and increased annually in accordance with the increase in the retail price index or such equivalent index.
15. The Factor instructs a firm of Insurance Brokers, One Solution of 1 Blythswood Square, Glasgow (the "**Broker**") to arrange the insurance of the Development. The Factor receives a fee for the placing of the insurance.
16. For the year 25 May 2012 to 25 May 2013 the insurance of the Development was placed with Allianz Insurance plc at a total annual premium including Insurance Premium Tax of £12,051.26.
17. For the year from 25 May 2013 to 25 May 2014 the insurance of the Development has been placed with NIG at a total annual premium including insurance premium tax of £13,883.70.
18. The Factor instructed Abbey Services to carry out rat baiting services in January 2013 following receipt of a quotation for the work dated 23 January 2013.
19. The cost of this service was re-charged to the proprietors of the Development in the Factor's invoice which stated that it covered the period 1/07/12 to 31/12/12 but was issued on 12/03/2013.
20. The Factor issues a regular newsletter to proprietors of the Development entitled "Factor File The Maltings".
21. In the August 2012 issue of this publication the Factor stated:-

"A number of owners have requested further information about the charges passed on to us by British Waterways.

Having asked for details previously, Property2 once again contacted

British Waterways to confirm how the charges are calculated.

The discharge rate is worked out on a rate of discharge or litters (sic) per second and agreed between the parties, there is not always a standard formula. When I say management of the water this is to do with maintaining the water level within the canal itself. I don't have any documentation that I can give you, it's simply a charge for allowing Surface Water from the development to be drained into the Canal.

We would prefer to have been able to provide a more detailed answer but British waterways seem reluctant and focus more on their contractual right to charge."

22. The date on which the Homeowner requested from the Factor a copy of the Factor's written statement of services was 5 July 2013.
23. The date of the Homeowner's application to the Panel was 30 July 2013.
24. The Factor has changed the gardening contractors for the Development twice. M3 Landscapes was replaced by Smartlands and then the appointment of Smartlands was terminated and M3 Landscapes was re-appointed.

Summary of written representations and oral representations from the Homeowner

25. The Homeowner states that she has tried to understand the Factor's invoicing and accounting methods by asking for copy supplier invoices for comparison and checking against her invoices. Not all invoices requested have been received.
26. The Homeowner has on several occasions requested that the Factor convene a meeting of proprietors but no meeting has been convened.
27. The Homeowner on 5 July 2013 requested a written statement of services from the Factor. The Homeowner wrote to the Factor again on 19 August 2013 to advise the factor of its failure to supply a statement which was sent to her by the Factor on 20 August 2013.
28. On 2 April 2013 and 29 April 2013 the Homeowner asked the Factor to provide details of the insurance premium, the sum insured, the premium paid and any excess. The Factor provided this information on 16 April 2013 but did not make clear how the division of premium was made other than it was divided into 72 parts.
29. The Homeowner had requested the Factor to obtain several quotations to try to be as competitive as possible.
30. The Homeowner asked her insurance broker for a comparative quotation using the information provided by the Factor.
31. The Homeowner's broker obtained a quotation which was £3,883.70 less than the quotation from the Factor's broker. The Factor went ahead and placed the insurance without further reference to the proprietors.

32. The Homeowner has asked the Factor about procedures for appointment of landscape contractors, has requested copies of invoices only some of which have been supplied and has requested that a change of landscape contractor should be a matter for the proprietors to decide in general meeting.
33. The Homeowner has asked for copies of electricity bills and has queried why bills are estimated and the meters are not being read so that accurate bills are issued.
34. The Homeowner states that she has had difficulties obtaining details of the charges made in respect of Scottish Canals (formerly British Waterways Board). The only information provided by the Factor was that in the Factor File August 2012 edition. The Homeowner contacted Scottish Canals on 16 April 2013 and the Estate Manager of Scottish Canals responded with an explanation of the charge and a copy of the Disposition by British Waterways Board in favour of the developer.
35. The Homeowner has requested Factor 2 that only proprietors of the flats in the Development should instruct the Factor on repairs but this has not been confirmed to her.
36. The Homeowner advised the Factor in relation to the charges for rat baiting that she did not have any reported problem with rats in or around her flat. The Homeowner asked the Factor whether the Factor had followed correct procedure on obtaining the quotation for this work. The quotation is dated 23 January 2013. The work was carried out in January 2013. The Homeowner has been charged for rat baiting in an invoice covering the period 1 July to 31 December 2012 which was issued in March 2013.
37. The Homeowner considers that the Factor should have contacted the local authority which offers a free service for dealing with infestation in domestic properties.
38. The Homeowner states that invoicing methods and periods have been changed by the Factor without consultation with the proprietors at a meeting.
39. The Homeowner states that she has requested a copy of the Factor's complaints procedure in letters and e mails dated 2 April, 29 April and 9 May 2013 but this has not been provided.
40. The Homeowner was unaware of any meetings of proprietors of the Development having been held.

Summary of written representations and oral representations from the Factor

41. In relation to the written statement of services the Factor advised that there was on the Factor's website a declaration of services although this pre-dated the commencement of the Act and the Factor was in the process of updating procedures including issuing a statement of services in conformity with the Act. The Factor also stated that the Factor's welcome pack contained a declaration of services.

42. The Factor stated that the Factor's complaints procedure was published on its website but conceded that a copy may not have been sent to the Homeowner in response to her request.
43. The Factor stated that information on changing factor appeared on its website but conceded that it had probably not responded to the Homeowner's request for information on terminating the Factor's appointment.
44. The Factor stated that the regular newsletter "Factor File" referred to the website and drew the attention of owners to the website as a source of information.
45. With reference to the rat baiting contract, the Factor took the view that this was an emergency and the Deed of Conditions permitted the factor to take emergency action without the approval of a meeting of proprietors.
46. In the "Factor File" the Factor has asked proprietors further affected by rat infestation to contact Falkirk Council initially for assistance.
47. The Factor conceded that the appearance of the charge for rat baiting in January 2013 in an invoice to the Homeowner covering the period July to December 2012 issued in March 2013 was misleading and on reflection the entry should have made clear that the charge related to January 2013.
48. The Factor stated that Abbey Services had been chosen to carry out the rat baiting despite being based in Paisley as they were a specialist company in this type of work. The Factor also stated that Abbey Services did other types of work including cleaning of gutters at the Development.
49. The Factor stated that the first change of gardening contractor was in response to a decision at a meeting of proprietors which had expressed concern at the mounting costs for M3 Landscapes. Smartlands was then appointed but in response to comments from proprietors and having formed the view that the job was beyond the capabilities of Smartlands, the Factor re-appointed M3 Landscapes as the gardening contractor.
50. The Factor advised the Committee of its procedures for consultations with proprietors for major repairs.
51. The Factor stated that there were no figures for cost of repairs in the Deed of Conditions above which proprietors' approval was required. In practical terms the Factor can only instruct repairs to the extent to which there is cash available in the Development bank account from floats.
52. The Factor stated that meetings of proprietors of the Development had been held in the past and had been well attended.

53. The Factor stated that in response to the Homeowner's request for a meeting to be convened the Factor had sent to the Homeowner a copy of the Deed of Conditions.
54. The Factor stated that it was impractical for the Factor to convene a meeting of proprietors at the request of only one proprietor. The Factor was concerned that such a meeting would not be well attended and would possibly be inquorate.
55. The Factor employs a firm of insurance brokers to arrange insurance of the properties managed by the Factor including the Development. The broker annually tests the market to obtain the most competitive insurance premiums and conditions. At the last renewal in May 2013 the insurance was placed with NIG in substitution for Allianz.
56. The quotation received by the Homeowner's broker was lower than the renewal premium as the Homeowner's broker had not submitted the most up to date claims record.
57. It is stated on the Factor's website that the Factor receives commission for dealing with the arrangement of insurance and administration of claims.
58. The Factor was unable to provide a response to the queries about the issue of estimated electricity accounts for the Development.

Determination of Complaints

59. The Committee considered all of the heads of complaint in Complaint 1 together along with heads of complaint D.I, m, F, p, in Complaint 2 as these also fall within Section 1 of the Code (Written Statement of Services). The Committee pointed out to the Homeowner that her request for a written statement of services was made on 5 July 2013 and her complaint was lodged with the Panel on 30 July 2013 which was prior to the expiry of the 28 day period within which the Factor was required to respond. The Committee determined that Complaint 1 and heads of complaint D.I, m, F, p, in Complaint 2 were premature and this was accepted by the Homeowner.
60. In relation to Complaint 2 the Homeowner's position on Section 2.1 of the Code is that the Factor has supplied misleading information in the "Factor File" in relation to the charges from Scottish Canals, has supplied misleading information in the invoice for the period July to December 2012 issued March 2013 by including the rat baiting charges which related to January 2013 and has supplied misleading information in relation to insurance by not including an up to date claims history to her when she was seeking alternative quotations through her broker and failing to disclose that the insurance charges on the invoices issued to her also included commission paid to the Factor.
61. The information about charges from Scottish Canals was contained in the edition of "Factor File" for August 2012 which pre-dates both the registration of the Factor and the commencement of the Act. Accordingly the Committee has no jurisdiction to deal with that head of

complaint.

62. The inclusion of a charge relating to January 2013 in an invoice which was stated to cover July to December 2012 without explanation or comment is misleading and this was accepted by the Factor. The Committee upholds this head of complaint.
63. The claims history used by the Homeowner's broker to seek a quotation was the history provided to the Homeowner by the Factor. The Factor was aware of the reasons why the Homeowner was seeking information about insurance. An accurate claims history ought to have been provided, albeit the Factor is under no obligation to consider any quotation that an individual Homeowner might obtain. The Committee upholds this head of complaint.
64. The total cost of insurance which appears on proprietors' invoices and is divided by 72 to give each proprietor's share of the cost of insurance includes not only the insurance premium including insurance premium tax but also the commission paid to the Factor for arranging insurance and administration of claims. This is not made clear on the proprietors' invoices and is accordingly misleading. The Committee upholds this head of complaint.
65. In relation to Complaint 2, the Homeowner's position on Section 2.4 is that the Factor should have consulted with the proprietors on the contract for the rat-baiting and on the changes of gardening contractor. The Committee is satisfied that the award of the contract for the rat-baiting was an emergency and that the Factor was entitled to proceed in terms of the Deed of Conditions. With regard to the garden maintenance contract, this is one of the core activities for which the Deed of Conditions specifies that the proprietors may decide to confer on the Factor the power to make binding decisions. The Committee is satisfied that the change of contractors was within the remit of the Factor and accordingly this Head of Complaint is not upheld.
66. In relation to Complaint 3, the Committee is satisfied that the Factor has failed to provide sufficient detailed financial breakdown of the Scottish Canals charge, the electricity charges and the insurance charge and upholds the complaint in respect of these items.
67. In relation to Complaint 4 Section 5.2, the Committee is not satisfied that the Factor has provided the Homeowner with clear information showing the basis upon which her share of the insurance premium is calculated, the sum insured, the premium paid, any excesses which apply, the name of the insurance company providing insurance cover and the terms of the policy. Some of this is provided but not all of it. The Committee upholds this head of complaint.
68. In relation to Complaint 4 section 5.3, the Committee is satisfied that the Factor has not disclosed to the Homeowner in writing any commission, administration fee, rebate or other payment or benefit received by the Factor from the company providing insurance cover and upholds this head of complaint.

69. In relation to Complaint 4 Section 5.4, the Homeowner accepted that the Factor did have procedures in place to deal with claims and agreed to withdraw that head of complaint.
70. In relation to Complaint 4 Sections 5.6 and 5.7, the Factor explained at the Hearing the basis on which the Factor had appointed the Broker. Although the Homeowner had asked for information to obtain alternative quotations she had not requested the Factor to show how and why the Broker had been appointed nor requested copies of documentation relating to any tendering or selection process. Accordingly the Committee does not uphold these heads of complaint.
71. In relation to Complaint 4 Section 5.8, the Factor conceded at the Hearing that arrangements were being made to put in place a programme for property revaluations but this was not yet completed. The Committee accordingly upholds this head of complaint.
72. In relation to Complaint 4 Section 5.9, the Homeowner conceded that she had not requested from the Factor details of the cost of public liability insurance, how her cost was calculated, the terms of the policy and the name of the insurer. Accordingly the Committee does not uphold this head of complaint.
73. In relation to Complaint 5 Section 6.1, The Homeowner did not lead any evidence of being unable to notify the Factor of matters requiring repair, maintenance or attention. From the productions it is clear to the Committee that proprietors receive invoices with the Factor's contact details on them regularly, proprietors receive the periodic newsletter "Factor File" with the Factor's contact details in it and the Factor drew to the Committee's attention the factor's website which gives contact details including emergency numbers. The Committee is satisfied that the Factor has procedures in place to satisfy Section 6.1 of the Code and accordingly does not uphold this head of complaint.
74. In relation to Complaint 5 Sections 6.3 and 6.6, these heads of complaint arise from the Homeowner's issues over the rat-baiting contract and the garden maintenance contract. For the same reasons as are set out in paragraph 59 the Committee does not uphold these heads of complaint.
75. In relation to Complaint 5 Sections 6.7 and 6.8 the Factor stated at the Hearing that the Factor did not receive any commission, fee or other payment or benefit from any contractor appointed by them nor did the Factor have any financial or other interest in any contractors appointed. No evidence was led by the Homeowner to the contrary and accordingly the Committee does not uphold these heads of complaint.
76. No evidence was led by the Homeowner that the Factor had failed to pursue any contractor or supplier to remedy any defect for inadequate work or service. The Committee does not uphold this head of complaint.
77. With regard to Complaint 6 Section 7.1 the Homeowner's complaint is that the Factor did not supply a copy of the Factor's complaints procedure. The Code includes a requirement that a written statement of

service should provide information on the Factor's in-house complaint handling procedure. The Committee has already found that the complaint that the Factor had not provided a written statement of services to be premature. Accordingly for the same reason this complaint could not have been upheld under this heading. Section 7.1 of the Code simply requires the Factor to have a procedure. In this case the Factor has a procedure which is published on its website. Accordingly the Committee does not uphold this head of complaint.

78. In relation to Complaint 6 Sections 7.2, 7.3, 7.4 and 7.5 no evidence was led by the Homeowner to support these heads of complaint and accordingly the Committee does not uphold these heads of complaint.
79. In relation to Complaint 7, the Homeowner's position is that the Factor has failed to carry out the Factor's duties in that the Factor has failed to convene a meeting of proprietors of the Development at the request of the Homeowner. It is the Factor's position that it is impractical for the Factor to convene a meeting of proprietors at the request of only one proprietor.
80. Meetings of proprietors are dealt with in Rule 17 of the Deed of Conditions where it is provided that a meeting of proprietors may be called by:-
 - (a) The proprietors of any 3 of the flats within a Block in relation to any matter concerning the Block Common Parts and the Stairwell Common Parts;
 - (b) The proprietors of the 20 flats in the Development in relation to any matter concerning the common ground;
 - (c) The Factor;

and may be held at such reasonably convenient time and place (but excepting weekends and public holidays) as they or he may reasonably determine.

(The Committee noted that there is probably an error in (b) which should probably have read "the proprietors of 20 flats in the Development...")

81. The Deed of Conditions states that a meeting may be called by the Factor. It does not impose a duty on the Factor to call a meeting. The Deed of Conditions makes provision for a meeting to be called by proprietors and it would be open to the Homeowner to do so in terms of the Deed. Accordingly the Committee does not uphold the complaint that the Factor has failed to carry out the Factor's duties by not calling a meeting of proprietors as requested by the Homeowner.

Decision

82. The Committee finds that the Factor has failed to comply with the following sections of the Code in terms of S.17 (1) (b) of the Act:-

- (a) The inclusion of a charge relating to January 2013 in an invoice which was stated to cover July to December 2012 without explanation or comment is misleading. This was accepted by the Factor and is a breach of Section 2.1.
- (b) The claims history used by the Homeowner's broker to seek a quotation was the history provided to the Homeowner by the Factor. The Factor was aware of the reasons why the Homeowner was seeking information about insurance. The Factor ought to have provided the Homeowner with the correct information to permit an alternative quotation to be obtained and accordingly the information provided was misleading which is a breach of Section 2.1.
- (c) The Factor has failed to provide sufficient detailed financial breakdown of the Scottish Canals charge and the insurance charge which is a breach of Section 3.3.
- (d) The Factor has failed to provide the Homeowner with details of the electricity charges for the Development and explain why estimated accounts were being issued which is a breach of Section 3.3.
- (e) The Factor has not provided the Homeowner with clear information showing the basis upon which her share of the insurance premium is calculated, the sum insured, the premium paid, any excess which apply, the name of the insurance company providing insurance cover and the terms of the policy which is a breach of Section 5.2.
- (f) The Factor has not disclosed to the Homeowner in writing any commission, administration fee, rebate or other payment or benefit received by the Factor from the company providing insurance cover which is a breach of Section 5.3.
- (g) The Factor conceded at the Hearing that arrangements were being made to put in place a programme for property revaluations but this was not yet completed and accordingly the Homeowner had not been informed of the frequency with which property revaluations would be undertaken for the purposes of buildings insurance which is a breach of Section 5.8.

The Committee does not find that the Factor has failed to carry out the Property Factor's duties as defined in Section 17 (5) of the Property Factors (Scotland) Act 2011.

The decision is unanimous.

Draft Property Factor's Enforcement Order

83. Section 19 (2) of the Act states that in any case where the Committee proposes to make a property factor enforcement order, the Committee must before doing so

- (a) give notice of the proposal to the Factor; and
- (b) allow the parties an opportunity to make representation to the Committee.

If the Committee is satisfied, after taking account of any representations made, that the Factor has failed to carry out the property factor's duties or, as the case may be, to comply with the Section 14 duty, the

Committee must make a property factor enforcement order.

84. The service of this decision to the parties should be taken as notice for the purposes of section 19(2)(a) of the Act and the parties are hereby given notice that they should ensure that any written representations which they wish to make under section 19(2)(b) of the Act reach the Panel's office by no later than 14 days after the date of service of this decision upon them. If no representations are received within that timescale, then the Committee may proceed to make a property factor enforcement order without seeking further representations from the parties.

Failure to comply with a property factor enforcement order may have serious consequences and constitute a criminal offence.

85. The Committee proposes to make the following property factor enforcement order:-

"Within six weeks from the date of issue of the Property Factor Enforcement Order the Factor must:-

- (a) Provide the Homeowner with up to date and correct information, including the claims history required, to enable the Homeowner to obtain, for her own purposes, a quotation for the insurance of the Development;
- (b) Provide the Homeowner with detailed financial breakdowns of the Scottish Canal's charge and the insurance charge on each invoice issued by the Factor to the Homeowner since 7 December 2012;
- (c) Provide the Homeowner with clear information showing the basis upon which her share of the insurance premium is calculated, the sum insured, the premium paid, any excess which apply, the name of the insurance company providing insurance cover and the terms of the policy;
- (d) Provide the Homeowner with copies all electricity bills for the Development for which the Homeowner is or was partially responsible in the period from 7 December 2012 to the date of this Property Factor Enforcement Order and either request the supplier to read the meters for the communal electricity supply to the Development or provide meter readings to the supplier so that accurate bills for the communal electricity supply to the Development can be issued and apportioned.
- (e) Provide to the Homeowner in writing details of any commission, administration fee, rebate or other payment or benefit received by the Factor from the company providing insurance cover;
- (f) Notify the Homeowner of the frequency with which property revaluations would be undertaken for the purposes of buildings insurance;
- (g) Pay to the Homeowner the sum of £50 to reflect the inconvenience which she has suffered as a result of the failures of the Factor to

comply with the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors."

Right of Appeal

86. The parties' attention is drawn to the terms of Section 22 of the Act regarding their right to appeal and the time limit for doing so. Section 22 provides:-

"..(1) an appeal on a point of law only may be made by summary application to the sheriff against a decision of the president of the homeowner housing panel or a homeowner housing committee.

(2) an appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made..."

Jamie Millar

Chairman

10/12/13

Date