



**CERTIFICATE OF THE HOMEOWNER HOUSING COMMITTEE  
ISSUED UNDER  
THE HOMEOWNER HOUSING PANEL (APPLICATIONS AND DECISIONS)  
(SCOTLAND) REGULATIONS 2012**

**hohp Ref: HOHP/PF/13/0254**

**Re Landscape Contract Area – Holmes Park Development, Joseph Cumming Gardens, Broxburn, West Lothian (the “Landscaped Area”)**

**The Parties:-**

Mr David McLeod, 13 Joseph Cumming Gardens, Broxburn, West Lothian EH52 5AN (the “Homeowner”)

Charles White Limited, Citypoint, 65 Haymarket Terrace, Edinburgh EH12 5HD (the “Factor”)

**Certificate of Compliance with Property Factor Enforcement Notice dated 22 April 2014 in terms of Section 19 (3) of the Property Factors (Scotland) Act 2011 (the “Act”) as varied by a Variation dated 21 July 2014 by a Committee of the Homeowner Housing Panel.**

**Committee Members**

Jamie Millar (Chairman) and Colin Campbell (Housing Member).

This decision should be read in conjunction with the decisions of the Committee dated 31 March 2014, 22 April 2014 and 21 July 2014.

In the decision of 21 July 2014, the Committee decided to vary the Property Factor Enforcement Order made on 22 April 2014 and issued an amended Property Factor Enforcement Notice (the “Order”) in the following terms:-

Within six weeks from the date of issue of the Property Factor Enforcement Order as varied, in the absence of any copy of the landscaping contract appointing Lawsons Premier Groundcare as the landscaping contractor for Holmes Park Development, Joseph Cumming Gardens, Broxburn, West Lothian together with any contract amendments, the Factor is required to provide a clear and unambiguous written statement of the terms of the ongoing arrangements with Lawsons Premier Groundcare, both technical and financial whether by custom and practice or not, together with (a) a written statement of the reasons why the Factor believes that any arrangement with Lawsons Premier Groundcare is on a monthly basis and can be terminated by either party on one month’s notice and (b) a written statement of the arrangements used for any variation in the terms of the arrangements whether

a variation in the scope of the works or a variation of the rates charged. For the avoidance of doubt, the foregoing documentation is to be provided to the Committee with a copy to the Homeowner.

### **Decision of the Committee**

The Factor has produced to the Committee and to the Homeowner a clear and unambiguous written statement of the terms of the ongoing arrangements with Lawsons Premier Groundcare, both technical and financial whether by custom and practice or not, together with (a) a written statement of the reasons why the Factor believes that any arrangement with Lawsons Premier Groundcare is on a monthly basis and can be terminated by either party on one month's notice and (b) a written statement of the arrangements used for any variation in the terms of the arrangements whether a variation in the scope of the works or a variation of the rates charged.

Accordingly the unanimous decision of the Committee is that the Factor has complied with the Order.

### **Right of Appeal**

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."

More information regarding appeals can be found in the information guide produced by the Homeowner Housing Panel. This can be found on the Panel's website at:

<http://hohp.scotland.gov.uk/prhp/2649.325.346.html>

Jamie Millar

Chairman

2 / 10 / 2014

Date