



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 19(1)(a) of the Property Factors (Scotland) Act 2011

Chamber Ref: FTS/HPC/PF/24/0058

Re: Property at 2 Moray Court, Rutherglen, South Lanarkshire, G73 1BF ("the Property")

Parties:

Mr Martin McDonald, 2 Moray Court, Rutherglen, South Lanarkshire, G73 1BF (Applicant)

Rutherglen and Cambuslang Housing Association, Aspire Business Centre, 16 Farmeloan Road, Rutherglen, G73 1DL (Respondent)

Tribunal Member:

**Melanie Barbour (Legal Member)
Sandra Brydon (Ordinary Member)**

DECISION

The tribunal finds that by application, the Property Factor failed to comply with OSP 11; section 2.7; and section 6.4 of the 2021 Code. The decision is unanimous.

BACKGROUND

1. In this application the Property Factors (Scotland) Act 2011 is referred to as "the 2011 Act"; and the Property Factors (Scotland) Act 2011 Code of Conduct for Property Factors effective from 16 August 2021 is referred to as "the 2021 Code"; and the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 are referred to as "the Rules".

2. The Factor is a Registered Property Factor and its duty under section 14(5) of the 2011 Act to comply with the Codes arising from that registration.

3. The Homeowner has brought an application against the Property Factor in relation to the Property.
4. By application C1 dated 8 January 2024 the Homeowner complained to the tribunal that the Property Factor was in breach of OSP 6, OSP 11, section 2.7, section 6.4, and section 7.1 of the 2021 code of conduct.
5. By the notice of acceptance dated 15 February 2024 a legal member of the tribunal with delegated powers accepted the application. The application proceeded to a case management discussion.
6. A case management discussion took place on 11 June 2024. A note of the case management discussion dated 11 June 2024 was issued to parties. A direction was also issued after the case management discussion regulating further procedure.
7. A second case management discussion took place on 28 October 2024. A note of the case management discussion dated 28 October 2024 was issued to parties. A direction was also issued after the case management discussion regulating further procedure. The matter proceeded to a hearing.
8. The hearing took place by telephone conference on 5 February 2025. The Homeowner had advised that he would not attend the hearing. He had asked that the application be dealt with on the basis of his written submissions. Mrs Mary Hamilton, Senior Maintenance Officer and Mr Jim Falconer, Consultant both appeared on behalf of the Property Factor.
9. The Tribunal had the following papers before it:-
 - a. The application.
 - b. The Homeowner submitted representations on 11 August 2024
 - c. The Homeowner submitted representations on 11 September 2024
 - d. The Property Factor submitted representations on 15 October 2024
 - e. The Homeowner submitted representations on 24 October 2024
 - f. The Property Factor submitted representations on 27 January 2025
 - g. The Homeowner submitted representations on 2 February 2025

10. The tribunal confirmed as a preliminary matter that it intended to allow all papers submitted by the parties to be considered in this application. It considered that the papers were relevant to the complaint made by the Homeowner.

HEARING AND WRITTEN SUBMISSIONS

11. The Homeowner had complained that the factor had breached the following sections of the code for the following reasons:

- a. OSP6: You failed to carry out the repair of my door entry system in a timely way.
- b. OSP11 and 2.7: You did not provide a date or timescale for a contractor to resolve the issue. Nor did you ask me whether the actions you intended to take were to my satisfaction. Consequently, it was unclear to me whether you considered my complaint closed, or how I could progress to the next stage.
- c. 6.4: I was not informed of a timescale for the repair. I was not informed of the progress of the repair.
- d. 7.1: You have unreasonably delayed in resolving my complaint because no contractor has called to date to repair my door entry system. The system has been non-functional since 09-11-2023.

12. The written representations from both parties showed that there have been a number of callouts about the intercom system. The homeowner does not consider it to be in proper working order, the property factor considers that it is. The factor alleges that it is only the homeowner who has complained about the intercom system. In the most recent submission from the homeowner, he advised that there had been a recent call out to fix the system from another owner in the block and other owners are not happy with the system.

13. The most recent email from the Homeowner advised that a delivery driver had not been able to access the building using the intercom system on 2 February 2025.

14. The property factor advised that they had seen the most recent e-mail from the homeowner regarding the inability of the delivery driver to get access to the homeowner's property using the intercom system. They advised that they had arranged for their contractors' DMI to go out to the property on 4 February 2025 to check the system. They advised that DMI had videoed their contractor successfully using the intercom system. The homeowner had acknowledged that DMI had gained access to the building using the intercom system. They submitted that the homeowner had encountered difficulties operating the system but no fault with the system had been found. The DMI contractor had spoken to the homeowner and the homeowner confirmed that the system was working again.
15. The tribunal asked the property factor whether other homeowners were having difficulties with the intercom system. The property factor advised that they had investigated matters and did not think there was any fault with the system.
16. They advised that they had given the homeowner guidance on how to operate the intercom system. They thought he may be having difficulties with its operation. The property factor confirmed that they are willing to arrange for staff to meet with the homeowner and speak further about how to operate the intercom system. They were also prepared to have their contractor, DMI attend for that purpose as well.
17. The tribunal asked Mr Falconer if he was employed with the property factor. He advised that he had been employed on a consultancy basis for around 4 months. He advised that he had been brought in for two purposes (1) to carry out a review of the property factoring services for the housing association and (2) this had been widened out due to the person employed to do the factoring work being signed off on long-term sick and subsequently leaving the organisation. Mr Falconer had been involved in this case since his appointment. He was now undertaking operational issues.
18. The property factor advised that the system had been installed around 2021. The property factor had installed this system in the block where the homeowner lived and another three blocks of flats it also manages. He advised that there have been no other issues with the other intercom systems in the other blocks of flats.
19. The property factor advised that the housing association managed owner-occupied properties. DMI were the contractors instructed to manage the intercom system.

20. The tribunal asked whether other tenants had raised problems with the intercom system. The property factory advised that one other tenant had reported a fault. This had been rectified; no other reports from the other six residents had been received. The property factor further advised that they were not finding the same level of fault reporting with any other resident in that block. The property factor advised that they had carried out a survey with other residents, and the outcome was that other residents were not having problems with the intercom system. The property factor advised that this does not mean that it does not remain a concern for the property factor, and they were keen to try and resolve the homeowner's difficulties with this system.
21. The property factor was asked whether they had looked at making any reasonable adjustments for difficulties any resident was having with the handset system as this may assist the homeowner. The property factor advised that they would be happy to contact the homeowner, and have their contractors or employees attend to speak to the homeowner. They advised that they had however, had difficulties gaining access to the homeowner's property and speaking to the homeowner about ways to resolve the matter. The homeowner wanted a brand new system installed. The property factor advised that it had been difficult to get the homeowner to engage with them face to face . He did not appear to be keen to discuss matters in person. Approaches made to the homeowner would result in the homeowner confirming that he had emailed the property factor about the issues he was experiencing, and this should be sufficient information for the factor to resolve the matter.
22. The property factor advised that they could look into replacing the homeowner's handset and also, look to see if there is anything else that would assist the homeowner in using the system. They could look into isolating the homeowner's system to check the working order of the system specific to the homeowner. However, they would have to be able to liaise with the homeowner and get access to his property to carry out this work. The property factor advised that they felt there had been an impasse with the homeowner and in trying to find a suitable resolution. The property factor advised there had been a few times that engineers had been out, and they had found the system to be working they had spoken to the homeowner, but he was not prepared to confirm the system was in working order.
23. In relation to the intercom system the Factor advised that as with any mechanical equipment they would expect it to work most of the time. As also with any mechanical equipment there will be defects with its operation from time to time. If persistent faults

appear they will look into whether there needs to be a wholesale solution to resolve the issue. With regard to the intercom system itself, they advised that the contractors DMI can provide the factors with detailed information about every call that is made to the system, attempts to use the intercom system and the outcome of that attempt, is access was successful or not. So, the property factor can track how the system is working. The factors advised that they generally wait for a fault to be reported, and they will react to those faults.

24. The property factor advised that the homeowner's fault reporting aside, the general level of fault reporting for the block as compared with the other intercoms in the other blocks was comparable. The other blocks have not raised any cause for concern in terms of intercom usage and fault reporting. There does not appear to be any defect inherent in the systems. The property factor advised that they would also expect the contractor DMI to flag up with the factor, if the system needed to be replaced. This had not happened.
25. The property factor advised that while there is no absolute lifespan in terms of intercom systems, they considered that the average lifespan for an intercom system would be around 10 years. The factor advised that the systems generally need to be replaced, not so much because of hardware issues, but more often because the transistors become obsolete
26. The property factor advised that they had undertaken a consultation with the other residents in the homeowner's block regarding replacing the system. The outcome was that only the homeowner and one other resident wanted the system replaced and were prepared to pay for a new system. The other 6 owners did not want to replace the system. The property factor advised that they would be reluctant to pursue replacing the door entry system as it would mean a payment of approximately £440 from each resident. They did not consider it necessary.
27. The property factor was keen to find a resolution as they advised that the contractors were frequently at the property. They also had staff attending at the property once a week to check the system. There was ongoing manpower issues involved in this matter. The property factor advised that they had not ignored the issue and there was a level of ongoing concentrated effort that had been put in place to try and find a resolution.

28. In terms of the specific aspects of the code of conduct that the homeowner had complained about the property factor advised that:-
29. OSP6 : they accepted that they had not responded as swiftly as they would like to have done. They had one officer undertaking factoring work. This delay had been compounded by the ill health of the officer who was doing the factoring work. They advised that the review being undertaken was looking at manpower issues, and meeting timescales. They thought that response times had picked up since the consultant had been appointed.
30. The property factor advised that they had employed one full-time factoring officer with some support by administrative staff. Since the recent review had commenced, the consultant had recommended that there was a full-time factoring officer together with the addition of a factoring assistant being recruited. They advised that when the homeowner had made his original complaint, this had been before the factoring officer being signed off with ill-health; however, they had at that stage been unwell and had not been firing on all cylinders. Their subsequent absence from work had been on a long-term basis, leading to staff shortages. Changes were being put in place, with an additional staff member being sought. The review also looks at working practises and timescales to ensure that ARC standards and regulatory standards are met. The property factor advised that the review is looking at all matters relating to factory service and would include reviewing timescales.
31. The property factor advised that the consultant's initial brief had been to do a wholesale review of the property factoring service but had been increased to also consider the operational requirements of this service. The consultant had also been instructed to undertake work to prioritise factoring operations.
32. OSP 11 : The property factor referred to what had already been discussed. They advised that for reports of faults to the intercom system, the homeowner would not always get notification of when the repair would be fixed or confirmation that work had been carried out. They advised that this is because the contractor will receive notice of the complaint and because it relates to the external door system, they can attend at the building, and they can carry out the repair without the need to contact the homeowner.

33. The tribunal asked about the property factor's complaint procedure, and they were asked about the three stage process. Whether it was not clear to a homeowner when stage 1 had been completed and that the homeowner had to then themselves seek to move to stage 2. The property factor advised that there was scope for improvement in relation to the complaint's procedure. They thought that the complaints process could be clearer. The factor advised that the complaint process was not currently part of the factoring review, but there was no reason that it could not be included in the review. The property factor advised that they had recently undertaken training in complaints management. They advised that the repairs were always carried properly and timeously, but complaints handling may have been missed.
34. Section 2.7: The property factor advised that they had already addressed this issue as set out already.
35. Section 6.4: As already explained the intercom system at the property is situated outside, and the system could be looked at without needing to notify the homeowner. The contractors could carry out work without notification. Where there are individual faults reported by owners, they would need to contact that owner as the repair would require access to the owner's property. The owner would be kept informed in those circumstances. The situation is a little different where there is one repair that affects a number of owners and access is not required to carry out the repair. Access is not required and the reporting that the contractors are going out might not happen.
36. The contractors report back to the property factor after they go out to the property and carry out a repair. Usually, the property factor will go back to a homeowner to provide them with an update. They advised it was hard to ensure that the factor has responded to all reports, and timescales with the homeowner were met, as the homeowner had been repeatedly raising reports of faults with the system and there was an overlap of contacts and reporting.
37. Section 7.1: The property factor refuted that it had failed to carry out the repairs. The property factor refuted that they had not dealt with the matter reasonably. They had made a large number of visits to the site.
38. The property factor confirmed that they have a written complaints procedure. The property factor advised they are prepared to review it and seek to improve it if that is required. The property factor confirmed that the complaints handling procedure is

situated on their website and on the tenant portal and if the homeowner contacts the property factor to make a complaint, the factor can send a copy of the written procedure out to the tenant.

39. The property factor is happy to include reference to the complaints handling procedure in their written statement of service.
40. In terms of resolution, the property factor advised that they would like this to be based on direct conversation with the homeowner. The property factor advised that as the homeowner considers there is an ongoing fault with the intercom system, the factor is keen to try and resolve the matter. They send out their staff on a weekly basis and contractors have been out regularly. The property factor advised that they are disappointed that they have not yet been able to sign off this fault as being rectified. The property factor would like to try and find a solution discussing the matter with the homeowner.
41. The property factor confirmed that hopefully, the tribunal and the homeowner can see that the factor is treating seriously the concerns raised by the homeowner. The property factor considers that they have been reasonable in their dealings in trying to resolve the matter. The property factor confirmed that they had committed considerable resources to trying to address the issue.

FINDINGS IN FACT

42. The tribunal made the following findings in fact:-
43. The homeowner is Mr Martin McDonald, 2 Moray Court, Rutherglen, South Lanarkshire, G73 1BF.
44. The property factor is Rutherglen and Cambuslang Housing Association, Aspire Business Centre, 16 Farmeloan Road, Rutherglen, G73 1DL.
45. The Property at 2 Moray Court, Rutherglen, South Lanarkshire, G73 1BF.
46. The property factor has a written statement of services.

47. The property factor has a complaints handling procedure.
48. Since at least August 2023 the homeowner has made a number of complaints about the intercom system being faulty.
49. The property factor had investigated reports from the homeowner. They have sent staff and contractors out to investigate the intercom system. They had a report of a fault from one other resident in the building about the intercom system being faulty. They addressed the issue with the owner. The applicant homeowner is still not satisfied that the system is working.
50. The property factors conducted a survey with the residents in the buildings asking if they had issues with the intercom system. The response was that the majority did not have concerns about the working order of the intercom system.
51. The property factors conducted a survey with the residents in the building asking them if they wished to pay for a new intercom system. Only two owners said that they wished to buy a new intercom system.
52. The property factor has offered to meet the homeowner to discuss his concerns about the intercom system to try and find a resolution to his complaints. The homeowner advised that he wants a new intercom system in place.
53. The property factor did not always advise the Homeowner when a contractor would be attending to investigate the fault and do a repair. There is no requirement to do so in the written statement of services.
54. The property factor did not always contact the homeowner to confirm that the repair had been carried out or investigated and to ask if the matter had been resolved to the homeowner's satisfaction. The homeowner was not clear about how and when he could escalate a complaint to stage 1 after the immediate resolution stage.
55. In November 2023 the factor's contractor did not attend to investigate a fault reported by the Homeowner within the written statement of services timescales.

56. The Property Factor has responded on an ongoing basis to reports of faults with the intercom system received from the Homeowner and has attempted to rectify the issues raised in his complaint.

REASONS FOR DECISION

57. OSP6. You must carry out the services you provide to homeowners using reasonable care and skill and in a timely way, including by making sure that staff have the training and information they need to be effective.

58. This case involves a complaint about the working/non-working of an intercom system in a building with 8 properties. The complainer is the owner of one of the properties. He has been experiencing issues with the intercom system since at least 9 November 2023.

59. His complaint noted that he was advised by the Factor that the matter would be dealt with. He waited 3 weeks but heard nothing. He submitted a complaint form on 30 November 2023. He advised that the property factor stated they would send a contractor to resolve the matter. The homeowner supplied dates of his availability. He advised no contractor attended and he still has no working door entry system. He submitted that he was concerned that this had been an ongoing problem since 2021 when the intercom system had been installed. This application relates to the complaint made in November 2023 but from further papers submitted the homeowner still considers that the intercom system does not work properly.

60. The homeowner considered that the property factor had unreasonably delayed in resolving his complaint because he had heard nothing from them regarding a timescale for completion or when the repair would be carried out.

61. The written statement of services provides:-

reporting common repairs [it states] if the required repair is straightforward the association will pass the information directly to one of the association's approved

contractors and they will carry out the works. If the repair is less straightforward the association will request a maintenance officer to visit the block and assess the repair.

The target turnaround time scales for the common repairs [include] routine carried out within seven working days.

Repairs will sometimes take longer (for example if the contractor has to order spare parts). If you are concerned about how long a repair is taking or, if a repair is not carried out to your satisfaction please contact the association.

62. The Property Factor had submitted papers showing that they and their contractors had attended at the building on a number of occasions to investigate the fault. These visits included not just work on the intercom at the main front door, but there was also at least one meeting with the homeowner. The property factor uses a contractor to carry out the repairs to the system.
63. We find that the property factor did use reasonable skill and care in carrying out the repairs.
64. The complaint form received shows that there was a problem with the repair being carried out in November 2023. The property Factor advised this was due to a change in the contact details with the Property Factor and this was rectified at the end of November 2023. The delay being caused in the use of out of date contact details.
65. The fault reported in August 2023 appears to have been dealt with timeously, as were subsequent reports of faults made by the Homeowner after this application was lodged. We have allowed the later information submitted as we considered it was relevant to the complaint.
66. In our opinion what the papers show is that the Property Factor did use reasonable skill and care in delivering their services, they sent their approved contractors out to deal with the fault reported. The complaint in November 2023 was not dealt with timeously, but other than that one, it appeared to us that the Property Factor was meeting reasonable timescales in delivering this service to the Homeowner. There is evidence that the fault reports received from the Homeowner were in the main being dealt with in a reasonable and timely manner. They had third party contractors who

investigated the fault. There had been ongoing attendance at the building to try and ascertain the cause of the fault.

67. In addition, they indicated that they were keen to discuss the matter further with the Homeowner to try and find out if there was a particular issue with the Homeowner's Handset or use, as they were unable to identify any other fault with the intercom system.
68. We note that there was a delay in carrying out the repair in November 2023, this appears to be because the contact details for the contractor had changed. The factor accepted that they had failed to meet the timescale on this occasion.
69. We do not find a breach under this section.

70. OSP11. You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure.

71. 2.7 A property factor should respond to enquiries and complaints received orally and/or in writing within the timescales confirmed in their WSS. Overall, a property factor should aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep the homeowner(s) informed if they are not able to respond within the agreed timescale.

72. The Homeowner advised that the property factors did not provide a date or timescale for a contractor to resolve the issue.

73. In relation to the reporting of the fault itself. The factors advised that where the fault relates to something outside of the homeowner's property it was not necessary on all occasions to contact the homeowner to advise when the fault would be repaired. This was the situation in this case. They said they did report back to the Homeowner after the repair had been rectified.

74. The homeowner was also concerned that the complaints system was not clear. He questioned whether the stage "immediate resolution" was appropriate. He advised that the outcome of this was to send out a contractor to the property, and the matters appear to have been resolved. However, he questioned this, how was it determined that that he agreed that the matter was resolved if no one asked him? Could he

progress to stage 1 if the Factor decided that the matter had been resolved and the complaint was closed? .

75. On the whole we have found that the property factor did respond to enquiries within a reasonable timescale. We do find that they failed to respond timeously in November 2023. We note that they provided an explanation for this failure. We note that there is evidence that before and after the complaint of November 2023 the Factor does appear to have responded timeously to the Homeowner's reports on a number of occasions. We do not, therefore, find that there is a breach of this part of the code as far as responding to enquiries and instructing a contractor to attend a report.
76. We do however find that the there was a failure to report back to the homeowner and keep them properly advised that someone was going out to do the repair and also, once the repair had been done. We do think that on occasions the factor fell down on this section of the code. We do not agree that the fact that reports from the homeowner overlapped mean that reporting back to the homeowner would be missed.
77. In relation to complaints. The Homeowner noted that did they did not ask him whether the actions they intended to take were to the homeowner's satisfaction. Consequently, it was unclear to the homeowner whether the factor considered his complaint closed, or how he could progress to the next stage. The terms of the complaint procedure-are unclear on this point. The immediate resolution stage, if required, would need to set out how resolution is confirmed between parties. This is not clear. We agree with the homeowner on this point. It should have been clearly discussed with the property factor and the homeowner if the repair had been completed, and the homeowner should have been asked if he was satisfied, otherwise how would the factor know the matter had been resolved or not? We also agree with the homeowner that the complaint procedure is unclear as to whether the complaint had been closed and could the matter progress to stage 1. We accept the homeowner's concern on this matter.
78. We would also note that there appears to be a level of confusion and lack of clarity as to when reporting of a fault is now being treated as a complaint.
79. We find that there is a breach of OSP11 and 2.7 of the code of conduct in relation to the property factor not consistently responding to enquiries and complaints. We also do not think it was clear to the homeowner when the matter was resolved and when the matter could progress to the next stage of the complaint's procedure.

80. 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 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.

81. The homeowner advised that he was not informed of a timescale for the repair. He was not informed of the progress of the repair.
82. The written statement of services does set out the timescales for carrying out repairs. From the evidence submitted by the factors it appears that the factors were sending our contractors to investigate and repair faults. This appears to have been within a few days of the homeowner's contact, except for November 2023, when the contact with the contractors appears to have been unsuccessful. It does appear that in the main the factor did adhere to the timescales for the repairs.
83. In terms of informing the homeowner of progress, from the information provided by the factor it does not appear that the Homeowner was always informed of progress. It appears that the homeowner was sometimes advised that a contractor would be sent out and a date provided, and sometimes the homeowner was advised of the outcome of the repair. It appears however that the reporting to the homeowner was not consistent.
84. The property factor advised that there had been so many contacts from the homeowner that there was overlap and this led to difficulties responding timeously. We are not convinced that this is a sufficient reason for not having better communication in place. The code requires that the homeowner must be kept informed of progress of work including estimated timescales for completion. We consider that more could have been done to keep the homeowner informed of progress when he had reported a fault.
85. We find that there has been a breach of this section of the code.

86. 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.

- a. The procedure must include:**
- b. 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.**
- c. The complaints process must, at some point, require the homeowner to make their complaint in writing.**
- d. Information on how a homeowner can make an application to the First-tier Tribunal if their complaint remains unresolved when the process has concluded.**
- e. How will the property factor manage complaints from homeowners against contractors or other third parties used by the property factor to deliver services on their behalf?**
- f. Where the property factor provides access to alternative dispute resolution services, information on this.**

87. The homeowner advised that the property factor has unreasonably delayed in resolving his complaint because no contractor has called to date to repair his door entry system. The system has been non-functional since 09-11-2023.

88. The homeowner's complaint under this section of the code relates to delay in resolving this complaint. However, this part of the code relates to a requirement of a property factor have to have a written complaints handling procedure. The factor has a complaints procedure.

89. For other reasons already set out above, we have considered the terms of the complaints handling procedure and we consider that it could be clearer. We consider that the stage involving immediate resolution can be confusing for a homeowner and was confusing for the homeowner in this case. He was not clear when the repair had been fixed, he was not clear it was satisfactory, and so he was not clear that the matter had been resolved. This confusion would have been frustrating for the homeowner.

Whatever the reason for the fault in the intercom system, the homeowner in reporting it wanted the matters resolved and he did not know when or if it had been resolved.

90. We do not find a breach of this section of the code given the terms of the complaint.

RESOLUTION

91. The Homeowner seeks by way of resolution a working door entry system installed at 2 Moray Court, at no extra cost to residents.

92. He would like RCHA to inspect and approve any work carried out and advise residents of 2 Moray Court of their approval with details of any warranty period for the system installed.

93. In terms of the complaint procedure, the homeowner says that "Immediate Resolution" seems to be the course of action taken to resolve my complaint. Their "immediate action," appears to be stating they will send out a contractor. This action does not resolve my complaint, nor should it represent closure on their part. Since I have not been asked whether the action RCHA have taken is satisfactory, I am uncertain whether: [a] My complaint is considered closed. [b] I am able to progress my complaint to Stage One.

94. The property factor was clear that they wished to resolve the matter with the homeowner, however they did not consider that there was a fault with the whole system. They advised that it may be a fault with the homeowner's line, or it may be that the homeowner was not clear about how to use the system. They advised that they were prepared and happy to work with the homeowner to find a solution. The property factors also advised that they do not receive complaints from other homeowners in the block about this system. The other residents do not want to pay for a new system.

95. In terms of resolution the tribunal is not in a position to order that a new intercom system be installed. We do not have evidence before us that this system does not work adequately for the whole block. In addition, this tribunal looks at the failure of procedures by a factor in terms of the code and their duties. We have set out where

we find that there have been breaches by the factor. In terms of trying to resolve an ongoing issue about a possible fault to an intercom system. It appears that the factor has taken steps to investigate the general system itself. The factor does not consider that the homeowner has fully engaged with them to find out whether there may be a fault with his line only or a user issue. We consider that their approach on this point is reasonable. We consider that the homeowner needs to engage further with them.

96. We have considered imposing a PFEO to order the factor to meet and investigate the complaint with the homeowner, however we do not consider that such a condition would be enforceable as if the homeowner is not prepared to meet the factor and work with them, then the factor would not be able to comply with the condition. Further, we found the factor to be credible that they did want to work with the homeowner to try and find a solution, and we do not consider therefore that a PFEO condition would be necessary.
97. We hope that the homeowner will take the opportunity of meeting with the property factor and trying to resolve the issue he has with the system.
98. In relation to the complaints procedure we consider that it could have been clearer. We agree with the homeowner that the *immediate resolution* stage is not clear. A homeowner may well be confused as to what stage matters have got to. We wonder if such a stage is in fact necessary at all. This is particularly so if there is no clear reporting back to a homeowner that the factor considers the fault repaired. We also think that the immediate resolution stage becomes confused with the reporting back to an owner that a repair has been done.
99. We note that the factors are carrying out a review of their service, and they indicated that they would be happy to review and revise the complaints handling procedure. We consider that this would be sensible. The procedure should better align with the terms of the code of conduct.
100. We consider that the homeowner was inconvenienced in November 2023 after he made his report of a fault. It appears that there could have been better communication with the homeowner at that time and clearer signposting about whether the matter had been resolved. We consider that this would have been frustrating for the homeowner. We will order that the factor pay £100 in compensation for inconvenience.

PROPERTY FACTOR ENFORCEMENT ORDER

101. See proposed order attached to this decision

Right of Appeal

In terms of Section 46 of the Tribunal (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.

Melanie Barbour

12 February 2025

Legal Member/Chair

Date