



6 April 2022

Woodilee Residents Association

FOA: Ewan Miller, The Chair

By email to: [woodileeresidents@gmail.com](mailto:woodileeresidents@gmail.com)

Our Ref: GHU/ECO/RESI/2/237

Your Ref:

Direct e-mail: [eco@bto.co.uk](mailto:eco@bto.co.uk)

Dear Sirs

**Residential Management Group Scotland Limited (our client)  
Woodilee Village Proprietors Association (Association)  
Termination of Appointment of Factor**

We refer to the above matter and your letter of 28 March 2022.

**Non-acceptance of termination**

The purported termination of our client's appointment as factor of the development is rejected as you have failed to evidence compliance with the conditions required for termination as set out in the title deeds. Further, the email sent by Melissa Syme to Paul Ellison on 22 March 2022 in no way constitutes such acceptance.

**Tree Survey**

In response to your request that the tree survey be obtained prior to 30 April 2022, our client has been informed that it will not be possible for the company involved to carry out the survey within this time scale. Given that the survey cannot be obtained prior to the purported termination date and given also the current dispute surrounding that process, caused by your actions which are disconform to the title deeds, this matter will have to be delayed until the dispute regarding the purported termination is resolved.

**Disclosure of information**

Without prejudice to our client's position in respect of the purported termination, in terms of Clause 2.9 of The Property Factors (Scotland) Act 2011: Code of Conduct for Property Factors, in the event of termination, our client would be obliged to supply information to the new factor about the properties in the development and contact details for the home owners. To ensure compliance with this duty and data protection legislation, our client would require the following:

- (i) a list of the types of information to be disclosed to the proposed new factor, particularly regarding basic personal data and special category data; and
- (ii) a letter of authority from the majority of homeowners to confirm their instructions to our client and the list of information that they wish to be shared with the proposed new factor.

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## Written Statement of Services

In terms of the required process to terminate our client as factor, we refer to our client's Written Statement of Services, which provides at Clause 11, Termination of Appointment, that "*Should owners wish to terminate RMG Scotland's appointment, reference should be made to the property title deeds or deeds of conditions. Written evidence to illustrate that competent consultation of all owners has occurred and must be produced to RMG Scotland, along with a signed document verifying the decision of each owner*". It is further provided that "*if termination occurs out with the requirements of the Deed of Conditions, financial penalties may apply*".

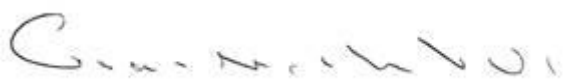
As previously outlined, you have failed to demonstrate compliance with the procedure to terminate the engagement of our client as factor of the development. Unless you acknowledge that the process purportedly to terminate our client as factor of your development has been flawed and will be rectified and carried out properly, we shall advise our client on the raising of court proceedings for:

- (i) declarator that the purported termination of their appointment has been unlawfully procured for reasons already put to you;
- (ii) for interdict against the Association to terminate our client's appointment with effect from 30 April 2022 and for interdict *ad interim*.

The expenses of such proceedings, should they be necessary, will be sought against the office bearers of the Association. We look forward to hearing from you within the stipulated time limit.

This letter is written entirely without prejudice to and under reservation of our clients' rights and pleas and neither the letter (nor any copy of it) nor its contents may be produced, exhibited, referred to or founded upon in any court action or in any other proceedings except (a) with our express written consent or (b) at our clients' instance.

Yours sincerely,



Grant M. Hunter  
Partner  
For and on behalf of BTO Solicitors LLP