



8 August 2022

The Committee of the Woodilee Residents Association  
FOA: Ewan Miller, The Chair

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

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

Your Ref:

Direct e-mail: [ghu@bto.co.uk](mailto:ghu@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 our previous correspondence.

Our client remains dissatisfied, for reasons detailed in our earlier correspondence, that the process by which the Committee has attempted to terminate our client as factor of the Woodilee development, has been fully compliant with the Deed of Conditions contained within the title deeds. However, in the interests of drawing this dispute to a close, for the benefit of both parties, our client hereby offers to provide administrative services to the Committee in order that a fresh vote of the Association may be held to determine the continuance or termination of our client's appointment as factor of the Woodilee development. Our client's involvement in this process would ensure that they can be fully satisfied that the process undertaken to terminate their appointment, is fully conform to the Deed of Conditions, of which they are bound to act in accordance with.

This offer is conditional on the Committee and its office bearers providing a written undertaking to our client that no First Tier Tribunal proceedings will be raised against our client by the Committee or its office bearers in respect of this dispute and the termination process.

Should the Committee wish to accept this proposal, we have set out the following details regarding the way in which our client intends to assist with the process of intimating and arranging a fresh meeting of the Association, at which the continuance or termination of their appointment will be decided upon:-

Intimation

As factor of the development, our client holds contact details for all of the owners within the Woodilee Village Proprietors Association. Our client is therefore able to ensure valid notice of a fresh meeting is provided to all owners, as required by the Deed of Conditions. Such notice would provide all owners with at least 7 days' notice of the meeting and would contain the following information:-

- the purpose of the meeting is for all owners to vote on whether to (i) terminate our client as factor and appoint Newton Property Management Ltd; or (ii) retain our client as factor;
- date and time of the meeting;

48 St. Vincent Street Glasgow G2 5HS

T: +44 (0)141 221 8012

DX GW96

One Edinburgh Quay 133 Fountainbridge Edinburgh EH3 9QG

T: +44 (0)131 222 2939

DX ED77

77-81 Sinclair Street Helensburgh G84 8TG

T: +44 (0)1436 671 221

DX 500751

BTO is an independent Scottish law firm regulated by the Law Society of Scotland. A full list of members is open to inspection at the registered office.

BTO is the trading name of BTO Solicitors LLP, a limited liability partnership registered in Scotland (registered number SC0305583) whose registered office is at 48 St Vincent Street, Glasgow G2 5HS.

- means for accessing the meeting (our client proposes the meeting be held virtually therefore a link could be provided);
- a quorum of 20% of all owners must be present at the meeting;
- decisions of the meeting must be taken by way of simple majority, meaning 50% of those present;
- if a property is owned by two or more owners, only one of such owners shall be entitled to vote; and
- any owners intending to attend the meeting by proxy, must submit their proxy form directly to our client.

#### The meeting, timescales & fees

Our client proposes that a representative from both Residential Management Group Scotland Limited and BTO Solicitors LLP be present at the meeting to ensure a valid quorum is constituted and decisions are taken by simple majority of those present in person or by proxy. Our client would take responsibility for verifying the owners' votes and any proxies present at the meeting.

In the event that a quorum is present at the meeting and a simple majority of those present votes to terminate our client as factor of the Woodilee development:-

- our client's appointment as factor shall terminate following expiry of the 3 month notice period, running from the date on which the decision to terminate was made;
- our client will ensure a smooth handover of owners' information and reserve funds to Newton Property Management Ltd;
- final invoices will be issued to owners within 8 weeks of the expiry of the 3 month notice period; and
- each owners' account shall be finalised, the float shall be credited to the owners' accounts and the accounts will be settled back to the owners.

A suitable administration fee of £10.00 per owner would be chargeable for our client's services in assisting the Committee with the intimation and organisation of a fresh meeting of the Association. Please also be advised that our client intends to upload a copy of this letter to the Association's online portal to maximise transparency among all owners.

Our client hopes that you will consider this proposal as a reasonable solution for both parties and most importantly for the benefit of all owners. For the avoidance of doubt however, should the Committee decline our client's offer for resolution, our client maintains that it has a stateable case to pursue legal action against the Committee and its office bearers to seek to:-

- (i) interdict the Committee from (a) purporting to terminate our client's engagement as factor of the Woodilee development; (b) appointing a new factor to provide services until such time as it can be demonstrated that the title deeds have been complied with; and (c) to seek interdict *ad interim*; and
- (ii) seek declarator that (a) the process undertaken by the Committee to purport to terminate our client as factor is disconform to the title deeds; and (b) our client remains the lawfully appointed factor until such time as full compliance with the title deeds is evidenced.

Our client hopes that given the proposal for resolution contained within this letter, such action will not be necessary.

We look forward to hearing from you.

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 faithfully,



Grant Hunter  
Partner  
For and on behalf of BTO Solicitors LLP