

Justice Committee

Inquiry into the effectiveness of the provisions in the Title Conditions (Scotland) Act 2003

Written submission from the Greenbelt Group Ltd

Subject: Justice Committee inquiry into the effectiveness of the provisions of the Title Conditions (Scotland) Act 2003 in relation to the appointment and dismissal of property factors and the recourse available to homeowners where they are dissatisfied with the services of land-owning maintenance companies.

Greenbelt Group Limited, (No.SC192378) of McCafferty House, 99 Firhill Road, Glasgow G20 7BE, invites the Justice Committee to have regard to the following submissions when considering the effectiveness of the provisions of the Title Conditions (Scotland) Act 2003.

Greenbelt has previously provided a response to the Scottish Government Consultation on Maintenance of Land on Private Housing Estates (2011) (“the 2011 Consultation”). See Appendix 3.

Overview

Greenbelt welcomes the opportunity to submit views to the Justice Committee on the Inquiry into the effectiveness of the Title Conditions (Scotland) Act 2003 (“the 2003 Act”) and we look forward to presenting more detail to the Committee in due course.

Greenbelt has extensive experience in the sustainable management and maintenance of open spaces, and considers itself as a market leader. Our mission is to champion an industry committed to improving the quality of living in Scotland by providing this and future generations with properly cared-for open spaces where people want to live, enhancing the value of homes, and adding to the recreational and general amenity in each development.

Greenbelt restates what it has already publicly confirmed, that being its support for and encouragement of any policy, which would clarify and simplify the existing legislation to achieve improved consumer choice for its customers.

Summary of conclusions

- Any recommendation to amend the Title Conditions (Scotland) Act 2003 is misplaced, fundamentally flawed and not in the public interest and fails to show a clear understanding of the **key issues**.
- The public interest in treating the private sector purchaser fairly will need to be balanced against the public interest in avoiding ill considered, unnecessary and undesirable legislation.
- Greenbelt believes technically this is the **wrong approach**, and the attention being devoted to land owning management and maintenance companies is out of

proportion to the scale of the perceived problem. There is little or no appetite on the part of the vast majority of residents to own and take over responsibility for the open spaces on their developments.

- In Greenbelt's view, the effective solution is to embrace the new initiatives of the Property Factors (Scotland) 2011 Act. This provides the basis for a credible scheme of regulation for the property management market in Scotland and offers effective recourse for those dis-satisfied with the services of land owning management and maintenance companies.
- As policy decision makers, the Scottish Government has a duty to ensure that new legislation is based on accurate and credible information and not on the misleading information with which it has previously been provided by a determined vocal minority of complainers who have behaved unwisely and unfairly and who have acted in their own interests. Fundamentally, the Scottish Government has **no mandate** for seeking to amend the existing legislation.
- **Surely the Scottish Government does not wish to risk the political mistake of compromising house values by not listening to the majority and by failing to recognise the knowledge, experience and evidence provided by Greenbelt?**
- The Scottish Government **has not** fully considered the wider consequences for the existing Scottish 20,000 plus Greenbelt households and indeed all existing Scottish households (in relation to pre-existing burdens) , of amending the 2003 Act.
- The term "switching" should not be used in relation to land owning management and maintenance companies. The issue is the ability to "dismiss, transfer ownership and replace". "Switching" belittles the nature of a land transaction and the system of rights and responsibilities in relation to land developed in Scots Law over hundreds of years.
- The land owner's primary responsibility is to ensure that the value, integrity and safety of the open space and features are upheld for the lifespan of the development. To undermine this balance risks all of these and ultimately compromises the values of the individual properties on those developments. By failing to recognise the knowledge and evidence provided by Greenbelt (to **Scottish Government, MSP's and senior government officials, MP's, OFT, CFS, IPSOS Mori, Trading Standards, ICO, and the Sheriff Court**) the Scottish

Government risks changing existing legislation for all the wrong reasons, to the detriment of the medium and long term interests of communities.

- We re-state our position that any transfer of management and maintenance obligations should only take place once the LMC has transferred ownership (on the basis of requirements of our Consumer Choice Option). **Any attempt by Scottish Government to interfere with ownership rights would constitute a contravention of Article 1 ECHR.**

Key Issues

Single ownership model of management and maintenance as distinct from the common ownership model (“factoring”).

The clear distinction between a factor’s role and status and the role and status of land owning management and maintenance bodies must be understood as the two mechanisms are entirely different.

Factoring is based on a common ownership model whilst the mechanism used by Greenbelt and others is based on the single ownership model. A factor is one who administers the property of others. Greenbelt is not a property factor. It is administering its own land – something that any owner can do – and not land which is owned in common by others.

The latter, (by inclusion of real burdens in the title deeds) provide a legal obligation for the body to manage and maintain alongside a reciprocal obligation placed on home owners to pay for the cost of this management and maintenance.

Land ownership

Companies such as Greenbelt are land owners, with rights and responsibilities. The 2011 Consultation fails to demonstrate an understanding of how the proposed legislation would affect ownership. **Any attempt by Scottish Government to interfere with ownership rights would constitute a contravention of Article 1 ECHR.**

The value of land

Land has a monetary value, and land owning management and maintenance companies are private commercial businesses. Proposed legislation would result in the loss of a legitimate income stream for private organisations. Even in the compulsory purchase scenario due compensation is paid to the owner of the land to be transferred. The scenario envisaged under the 2011 Consultation is no different. ***Who is to pay compensation and on what basis?*** The 2011 Consultation does not acknowledge this.

Switching

The use of the term “switching” demonstrates a fundamental failure to appreciate the fact that in the single ownership model, each customer signs a legally binding agreement to contribute to a fair and equal annual cost of the management and maintenance of the development open spaces, as one part of a whole development. This is NOT like an energy supplier, insurance provider, or bank account, where a customer can choose to simply remove themselves from that company’s business and sign up to another. This is simply repeating the same error originally made by OFT and continually repeated by Consumer Focus Scotland. The issue is the ability to “dismiss, transfer ownership and replace”. ***Envisage the scenario where one individual within a council tax authority wishes to “switch” and pay council tax instead to another authority. It is simply inappropriate.*** In the same way, it is

inappropriate to use this term in relation to land owning management and maintenance companies.

Maintenance as distinct from management

To refer to companies operating the single ownership model as mere land maintenance companies does not in Greenbelt's view adequately identify the nature of such companies' relationship with the land. The Consultation refers to "maintenance" throughout, and completely fails to acknowledge "management". A land maintenance company could be an organisation which undertakes short term gardening and/or grounds maintenance work (each is different) on the land of others. Management is equally important in the process as it covers services such as public liability insurance, customer care, site supervision & reporting, billing, liaison with external organisations, meetings, and supervision of contractors to ensure best value, market testing, checking their employees are suitably qualified, and quality control. Scottish Government does need to understand that the business model created allows for all aspects of land management to be provided for.

The wrong approach – more legislation is a step too far

The 2009 Office of Fair Trading (OFT) Market Study of Property Managers in Scotland related to the management of common parts of homes (buildings with shared facilities) in multiple-ownership. The OFT findings and assumptions were based on that market.

OFT recommended, in relation to land maintenance, that Consumer Focus Scotland (CFS) would provide organisational support to a group of consumers who wish to bring a case that would test the provisions of the Title Conditions Act 2003 (the 2003 Act). Consumer Focus Scotland would also assist such a group in obtaining legal advice.

CFS have however singularly failed to do what the OFT Report recommended. They have by-passed taking a test case after realising the legal opinion they obtained failed to provide clarity on the current law in favour of a change in legislation. Further, they conducted a meaningless survey which was flawed both qualitatively and quantitatively. **Their actions represent a misuse of public funds by a public body with a poor level of accountability for their actions.**

Alongside the OFT approach has been the introduction of the Property Factors (Scotland) Act 2011, (the 2011 Act) which has now come fully into force in October 2012.

In Greenbelt's view, the effective solution is to embrace the new initiatives of the 2011 Act. This provides the basis for a credible scheme of regulation for the property management market in Scotland and offers effective recourse for those dissatisfied with the services of land owning management and maintenance companies.

The present Inquiry demonstrates a failure to take on board the open and accurate communication of Greenbelt's knowledge in this market. As policy decision makers,

the Scottish Government has a duty to ensure that new legislation is based on accurate and credible information.

The 2003 Act is a piece of primary legislation promoted by the Scottish Law Commission on behalf of the then Scottish Executive following a comprehensive review of Scottish land law and pursuing the exhaustive recommendations contained within The Scottish Law Commission's Reports on the Abolition of the Feudal System and Real Burdens.

It is wholly inappropriate for so much parliamentary and civil service time to be devoted to the small minority view of a determined vocal action group (who have behaved unwisely and unfairly and who have acted in their own interests) to propose an amendment to existing legislation implemented following such exhaustive recommendations, without a test case on the existing legislation ever having been pursued and where there is little or no appetite on the part of the vast majority of residents to own and take over responsibility for the open spaces on their developments.

The Law Society of Scotland itself has recently said that new legislation is not always the answer to society's problems and can lead to unwanted consequences and increased demands on the legal system.

For all of the reasons stated above the Scottish Government has no mandate for seeking to amend the existing legislation.

Q1 – Given we have no experience we express no views on this specific question.

However we would observe that the nature of the law on the issue of enforcement rights is complicated and the legislation therefore is necessarily complicated. People purchase in reliance on community burdens. Individuals pay high prices for their houses partly on the basis of being secure in the knowledge that they can enforce these restrictions against their neighbours. Any attempt to simplify the legislation could operate unfairly against minorities and deprive them of reciprocal rights and responsibilities which they have paid for and bought into.

Q2 S63 Answer -YES

The interests of the home owners in being able to appoint and dismiss a manager ("consumer choice") must be balanced with the developer's interest in ensuring the solution for the handover of maintenance responsibilities is sustainable both in terms of community coherence and also financially to meet the regulatory, safety, environmental and insurance requirements of the development.

Developers, planners and home owners all require comfort in being satisfied that the long term viability of the management and maintenance regime is secure.

It is crucial that house builders have the ability to reserve a degree of control over housing developments which are in the process of being developed. In the initial years of a development it makes good practical sense for the manager to be

appointed by the developer. A builder who is still trying to sell houses has an even greater stake than those to whom he has already sold. A badly maintained estate will discourage purchasers and have an adverse effect on prices. It is reasonable to reserve a power of appointment on this basis subject to the extinction of the manager burden on the sale by the developer of the last plot.

This protects both the interests of the developers and the interests of other owners. We are of the view that these interests are coincidental in that the burdens concerned will usually relate to amenity or common maintenance.

Any approach to empower home owners to dismiss and replace a manager sooner than the 5-year statutory period provided for in s63 would be a backward step and would not ensure either consistency or standards of the maintenance service and would demonstrate a lack of understanding of both the build process and the process of establishment of open spaces on new developments (particularly given the present economic climate).

Q3-6 Answer – Given we have no experience we express no views on these specific questions.

Q7 (a) – YES

Option 1

Homeowners can utilise the Property Factors (Scotland) Act 2011 which offers effective independent recourse for those dis-satisfied with the services of land owning management and maintenance companies. Given this only came into force on 1st October 2011 there has to date been very limited opportunity to measure the success or otherwise of this procedure.

Option 2

Home Owners can utilise the terms of the Title Conditions (Scotland) Act 2003. This allows home owners the facility to apply to vary or discharge a “community burden” through the Lands Tribunal.

Under the previous law the normal method of extinguishing a real burden was to approach the persons with enforcement rights with a request for a discharge (Minute of Waiver). This request did not always succeed. The benefited owners may be greedy, unyielding, impossible to contact or too numerous to make a waiver a practical proposition.

The position was greatly improved by the introduction in 1970 of a special jurisdiction in the Lands Tribunal for Scotland for the variation and discharge of burdens. This provides an alternative to protracted negotiations and has been much used. More applications succeed than fail although there can be no guarantee of success.

The introduction of the Lands Tribunal jurisdiction had the effect of easing discharge, both directly and, through its impact on Minutes of Waiver, indirectly.

The Title Conditions (Scotland) Act 2003 then introduced a range of solutions which makes it possible to vary title conditions (even without the consent of all your neighbours). The degree of difficulty will vary, depending on the circumstances and level of support.

Option 3

Home Owners can utilise Greenbelt's voluntary Consumer Choice Policy which can be viewed on our website www.greenbeltgroup.co.uk. See Appendix 2.

Q7 (b) – YES Introduce a Statutory Code of Conduct to enhance consumer choice on a voluntary basis.

The stated objectives, namely to make it easier for residents of private housing developments to dismiss and replace land owning maintenance companies on their estates, are to be welcomed by all those involved in the industry in Scotland.

We are committed to providing homeowners with more choice in how the open spaces on their development are managed. We are firm believers in consumer choice and believe that all our customers should have choice.

Greenbelt has had consumer choice options freely available since 2008. These are published on our website www.greenbeltgroup.co.uk.

Any recommendation to amend the Title Conditions (Scotland) Act 2003 is misplaced, fundamentally flawed and not in the public interest and fails to show a clear understanding of the **key issues**.

Greenbelt believes technically this is the **wrong approach**, and the attention being devoted to land owning management and maintenance companies is out of proportion to the scale of the perceived problem. There is little or no appetite on the part of the vast majority of residents to own and take over responsibility for the open spaces on their developments.

See Appendix 1.

Q8 – YES Occasionally the majority may behave unwisely or even unfairly. A determined individual may persuade a majority to sign up to a change which was in his own interests but not in the interests of everyone or indeed anyone else. It seems obvious that the actions of a majority should be subject to some kind of review. It is appropriate for this complex area of law to be considered in an accessible, open and efficient way by an independent specialist third party such as the Lands Tribunal.

The general position for a Deed of Variation would require all proprietors in a community with interest to enforce to agree to the variation or discharge of burdens. For many communities and many breaches this will simply not be practical.

The general rule though is mitigated by the special rules of variation and discharge found in ss32-37 of the 2003 Act. A Variation granted under s33 may bind benefited owners who do not assent expressly to its terms.

S33 provides that a majority of owners in the community (or a manager on behalf of the majority of owners in the community) can sign a Deed of Variation. The signatures of a simple majority of the owners of these properties will suffice. It is necessary though for the burdened owners (the majority) to intimate to non-signatories.

Any benefited owner that has not assented to the Deed of Variation is entitled to object through making an application to the Lands Tribunal.

By ensuring the application is opposed the matter passes to consideration by the Lands Tribunal. The Tribunal will only grant the application to preserve the burden if the variation or discharge in question – (1) is not in the best interests of the owners of all the units in the community; or (2) it is unfairly prejudicial to one or more of those owners.

In applying this test the Lands Tribunal may take into account the factors set out in s100, including the willingness of the burdened proprietors to pay compensation. This gives the Tribunal greater flexibility. For example the Tribunal could refuse an application for preservation by a near but not immediate neighbour on condition of payment of compensation by the burdened proprietor. Otherwise the Tribunal might have no option but to preserve the burden, even if a compensation payment would have been a satisfactory means of adjusting the balance between the parties. (Jim Wallace - Official Report for the Justice 1 Committee for meeting 1 of 2003 held on 14 January 2003 at columns 4467-4468).

S 98(b) makes it difficult for an objector to preserve the burden. They have to show the preservation of the burden without variation is in the best interests of the community or that allowing the Variation will damage the community. This is a stringent test and not based on “reasonableness” – the general test for Lands Tribunal applications. Instead the Tribunal is to consider the general community interest (by which is meant the interest of all properties subject to the community burdens) and evaluate the proposed Variation against the s100 factors. Given that in order to initiate the community burden variation or discharge provision in the first place a number of those units directly affected will have assented to the Variation means the threshold for the benefited owner to preserve the burden is higher than the norm and applications in this case are weighted in favour of the burdened owner – i.e. the majority of home owners.

If practicable the use of the s33 procedures has other advantages for the burdened owner. The community burden discharge and variation procedures bring into the open those objectors that are prepared to pursue the matter. This identifies the parties that can then be negotiated with. Additionally it forces the hand of the benefited owners seeking to preserve the burdens. In order to initiate the procedure to preserve the burden under s34 the benefited proprietor will need to initiate a Lands Tribunal action and given the test in s98, the benefited owner must be very committed.

For the reasons set out above our position is that the provisions of ss33 and 34 do set the right balance allowing a majority to vary or discharge a burden whilst providing an independent review mechanism for an individual objector, but who, in order to succeed, would require to meet a stringent test. To fail to offer that opportunity to object is akin to giving no opportunity to an individual to defend an action raised in court proceedings.

Q9 – YES Discharges or Variations of community burdens by less than a majority of the whole community may potentially involve serious issues of unfairness and for this reason our position is that all such Discharges or Variations should be dealt with by the Lands Tribunal in the absence of majority consent.

It has always been possible under the 2003 Act to vary title conditions even without the consent of all your neighbours. However, the degree of difficulty will vary, depending on the circumstances and level of support.

If all owners are in agreement then the position is straightforward.

If you have the agreement of only a majority of the owners, varying title conditions is still possible. If the burden which is to be varied is a “community burden” (as defined in the 2003 Act) then, subject to certain requirements, s33 of the Act allows a variation in these circumstances (as explained in response to **Q8**).

Where it is not possible to obtain a Deed of Variation from the benefited proprietors and the burden has not been extinguished for other reasons (prescription, acquiescence or loss of interest to enforce) an application to the Lands Tribunal may be the best way forward.

Community burdens may be said to exist at 2 different levels. There is the burden as it affects a particular unit and there is the burden as it affects the community as a whole. This difference is reflected in Variation and Discharge.

In the case of community burdens, if the majority are not in favour, under s91 the owners of at least one quarter of the units are entitled to make an application for global discharge; i.e. a discharge as regards the whole community. If more than one half of the owners can execute a voluntary deed it seems a reasonable rule that more than one quarter should be able to seek judicial variation.

However, if you cannot secure this level of support, this is not necessarily the end of the matter – an application to the Lands Tribunal under s90 by an individual is still possible.

The Lands Tribunal has a wide ranging ability to vary title conditions. The majority of applications to exercise this power have involved situations where a single owner has sought to have a burden restricting use removed. However, we have recently seen the first case where an owner, unhappy with their liability for upkeep, has applied to have a maintenance obligation within his own title varied in a manner which has repercussions for every one of his neighbours.

The decision in this recent case which considered the point is potentially ground breaking for disgruntled owners.

We would refer you to the decision in *Patterson v Drouet* (20 January 2011 (first application), 14 November 2012 (2nd application), Lands Tribunal. Such cases are decided on the basis of the criteria set out in s100, which contains a number of factors. In this instance, the Tribunal was persuaded to change the titles of other neighbours on the basis it was proven there had been a material change of circumstances, just such a situation as provided for in factor (a) of s100.

Under the 2003 Act the Tribunal in granting an application, is empowered to order compensation for any “substantial loss or disadvantage” suffered by the benefited proprietors (s90 (7)). However in *Patterson* the Tribunal declined to do so.

As it happens the Tribunal appreciated the significance of just such a ground breaking decision in allowing one single owner to vary the conditions of dozens, whilst brushing aside the claim for compensation. This is a case of importance and potentially wide applicability.

Therefore such applications to the Lands Tribunal are more worthwhile than ever.

Q10 - It is appropriate for this complex area of law to continue to be considered in an accessible, open and efficient way by an independent specialist third party such as the Lands Tribunal for Scotland (LTS).

The Scottish Government has already consulted on the issue of Tribunal Reform (2012). Separately the Scottish Government is also presently consulting on Better Dispute Resolution in Housing (2013). It is proposed the LTS will be incorporated within the proposed reformed tribunal system.

Real burdens are conditions imposed in title deeds to regulate the maintenance and use of land and buildings for the benefit of neighbours or communities. Most properties in Scotland are affected by real burdens to some degree. Real burdens, including community burdens, continue to fulfil a vital role in the regulation of tenements, housing estates, and other communities.

Whilst the LTS’s jurisdiction in relation to variation of title conditions may sometimes involve comparatively minor issues – such as whether a house-owner should be allowed to build an extension or a garage, some title conditions cases are of considerable financial importance to the individual and some are of considerable public importance.

It is important that people are encouraged to think about the implications of taking actions that have legal consequences not only for themselves, but for others, before they do so, so that they make informed decisions. A person with a good case should not have to fear expenses. It also seems wrong to encourage objectors. Many objections are, of course, fully justified, and if argued successfully, should lead to an award of expenses. But some objections are speculative or trivial, and their only

purpose may be to persuade the applicant to negotiate a waiver. There should be no encouragement to defend this. In short, there seems no reason for departing from the usual rule of litigation that expenses follow success.

Further, the LTS encourages parties to discuss possible agreement or resolution of the dispute. If parties are having difficulty discussing possible agreement, they may wish to use an alternative dispute resolution procedure such as mediation. A list of mediation providers is available on the Scottish Mediation Network's website, www.scottishmediation.org.uk. If agreement is reached, the LTS should be asked to make an order formalising the agreement.

Our position is legal aid should not be available in pursuing or defending a case before the LTS. The commitment to provide civil and criminal legal aid is already sufficiently disturbing to the public purse - particularly since one of the main arguments in favour of tribunals has traditionally been that they can follow simple procedures which enable an individual to present his case himself.

APPENDICES: -

1 EVIDENCE

Home Owners can utilise the terms of the Title Conditions (Scotland) Act 2003. This allows home owners the facility to vary or discharge a "community burden". **See Table A.**

There is little or no appetite on the part of the vast majority of residents to own and take over responsibility for the open spaces on their developments. **See Table B.**

2 GREENBELT VOLUNTARY CONSUMER CHOICE POLICY: -

Requirements for the transfer of open space land to residents

Homeowners who wish to undertake the ownership and responsibilities for the open space land management themselves (in place of Greenbelt) may do so provided they clear all outstanding debts to Greenbelt. Once this is done, homeowners need to put in place the following:

- The Local Planning Authority is satisfied with the transfer arrangements; i.e. this is not contrary to planning obligations attaching to the development;
- The developer has no objections to the transfer arrangements (as Greenbelt is contracted by the developer);
- Two thirds of the existing homeowners have no objections to the transfer arrangements;
- A properly constituted body must be in place to own such land; e.g. Residents' Association or other;
- Homeowners exhibit evidence to Greenbelt of appropriate public & occupier's liability insurance cover.

Greenbelt's perspective

Each development is considered on a site by site basis to ensure all diligence is properly followed. The solution has to be sustainable both in terms of community coherence and also financially to meet the regulatory, safety, environmental and insurance requirements that some more complex developments require. Therefore, homeowners will require to ensure that: -

- SUDS (sustainable urban drainage systems) are properly maintained;
- Landscapes are regularly maintained;
- Children's play areas are properly inspected and maintained;
- Woodland areas are properly managed;
- The community has sufficient support and resources to fulfil these obligations in the long term;
- Any development features comply with planning conditions; e.g. tree preservation orders; listed buildings, SSSI's.
- Records of inspections be maintained for insurance purposes.

Greenbelt recommends that all maintenance contracts and other arrangements required are in place from day 1 to ensure there is no deterioration in the condition of the open spaces after transfer because when the open space is transferred Greenbelt will have no further responsibility for any aspect of the ownership or management of the open spaces.

We would advise Homeowners to seek independent legal advice.

Greenbelt Group Limited TABLE A Requests by Residents to Vary Real Burdens Jan 2003 - 25 Feb 2013

	No. of sites making request to change burdens under ss33 & 34 TC(S)A 2003	GG signed Deed of Variation as Manager on behalf of majority of residents	Burdens changed by Deed of Variation	Resolved between GG/Developer & Residents - GG continue to manage	Comments
Request to GGL as land owner	0		0		
Request to Developer as title transfer not completed between Developer & GGL	1	1	1	1 (Burnside, Balmullo)	Deed of Variation was intimated to the non signatories, no application was made to LTS to preserve the burdens and Deed of Variation was endorsed by LTS and registered at the Land Register to effect the variation
Application to Lands Tribunal to vary burden	0		0		
Other	0		0		
TOTAL	1				

Greenbelt Group Limited TABLE B Requests to Change / Dismiss by Residents Jan 2003 - 25 Feb 2013

	No. of sites making request to change or dismiss	Offer by GG/Developer to Residents to take ownership responsibility/make alternative arrangements	Developer agreed to make alternative management arrangements	Offer accepted by Residents and ownership responsibility transferred	Resolved between GG/Developer & Residents - GG continue to manage	active negotiations with residents (i.e. within last 12 months)	negotiations with residents not progressed for over 12 months	Site sold by GGL	Comments
Request to GGL as land owner	5	5	n/a	0	1 (Birchaven Broxburn)	0	3 (Menstrie; Insch; Ellon)	1 (Gryffe)	3 sites where offered transfer of ownership (all 2008) have not progressed but have not been closed off by either GGL or residents.GG continues to provide management services.
Request to Developer as title transfer not completed between Developer & GGL	6	2	1 (Eyemouth)	n/a	4 (Carnbroe; Strathallan Park Stirling; Lochty Meadows Glenrothes; Middleton Uphall)	1 (Chirnside)			
Application to Lands Tribunal to vary burden	1 (Balgavie, Scone)								application withdrawn from LT - petition falsified by RA. Chairman of RA subsequently removed by majority of residents.
Other	1 (Masterton)			1					adoption by local authority on payment by residents of commuted sum
TOTAL	13								