



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 48 of the Housing (Scotland)
Act 2014**

Chamber Ref: FTS/HPC/LA/2350

**Re: 5D Northburn Avenue, Airdrie, ML6 6PY
("the First House")
1/2, 170 Duror Street, Glasgow, G32 1NA
("the Second House")
2/1, 6 Ratho Drive, Glasgow, G32 1NA
("the Third House")
1/2, 14 Memel Street, Glasgow, G21 1LL
("the Fourth House")
(collectively "the Houses")**

Parties:

**Fiona Mairi Taylor, 57F Drumbathie Mansions, Drumbathie Road, Airdrie, ML6
6EW
("the Applicant")**

**CPM Glasgow Ltd, 180 Drumoyne Road, Glasgow, G51 4DX
("the Letting Agent")**

Tribunal Members:

**Joel Conn (Legal Member)
Leslie Forrest (Ordinary Member)**

Decision (in absence of the Letting Agent)

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the
Tribunal") determined that**

Background

1. This is an application by the Applicant to enforce the Letting Agent Code of Practice ("the Code") in terms of rule 95 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 as amended ("the Procedure Rules"). The application was in regard to paragraphs of

Sections 5, 7 and 8 of the Code referred to below. The Applicant employed the Letting Agent in regard to the Houses.

2. The application was dated 25 July 2019 and lodged with the Tribunal on 26 July 2019. The application was accompanied with various emails as well as a Notification Letter dated 25 July 2019 to the Letting Agent setting out the paragraphs of the Code relied upon. In short, the Applicant complained that no rent had not been received for some time in regard to the Second, Third and Fourth Houses and that there was a small shortfall in rent received as well as issues with the deposit, access, and management of the First House.
3. The application has now had a third Hearing. After the first Hearing, the Tribunal issued a Decision and a Letting Agent Enforcement Order (“LAEO”) on 9 November 2019 (“the First LAEO”) on certain of the breaches under paragraphs 108, 119, 120, 123, and 124 of the Code. A Notice of Direction seeking further information was issued so that the Tribunal would be able to consider the remaining alleged breaches of the Code.
4. There was a second Hearing on 9 December 2019 to monitor compliance. At that second Hearing, though there had been no apparent compliance with the First LAEO, the then-director of the Letting Agent (Carol-Ann Doyle) appeared and provided some explanations for the failures and provided undertakings to address remaining matters. The Letting Agent agreed to:
 - a) Account for sums due in rent and deposit on the First, Second and Third Houses, and remit the balances due to the Applicant by various dates (the latest being 31 December 2019); and
 - b) Carry out 11 specified pieces of work to the First House, as a matter of agreement, in lieu of apparent breaches in inspection and monitoring of the last tenant, all to be completed by 31 December 2019.

Further, a Notice of Direction was issued requiring the Letting Agent to:

- c) Provide evidence of the trust account into which client money, such as the rental receipts for the four Houses, was paid into. This information, said by Ms Doyle to be coming from Barclays Bank plc by the end of that day, was to be lodged by 23 December 2019.

The second Hearing thus resolved to leave, for the time being, the question of any referral to the Scottish Ministers in regard to the failure to comply properly with the First LAEO and whether any further LAEO (or amendment to the First LAEO) should be issued. The Notes of the second Hearing record it in these terms:

“[D]iscussion ... did result in an agreed course of action between the parties that, if complied with, would satisfy the Applicant’s complaints. In light of this agreed course of action, and Ms Doyle’s openness with the Tribunal and apparent intention to provide improved service going forward, we resolved at this time not to issue a further LAEO (or vary the

existing LAEO) in regard to those apparent breaches of the Code that we had left to consider at this further Hearing (namely paragraphs 73, 74, 75, 112, 118, and 125) though we did think that breaches looked to have occurred. Further we resolved at this time not to refer to the Scottish Ministers the technical failure to comply with a number of paragraphs of the LAEO. We shall, however, set a further Hearing to consider such matters if the new Direction is not fully complied with or if the Applicant finds that the agreed steps are not undertaken in full by the Letting Agent and the Applicant requests a further Hearing...”

5. On 31 December 2019, the Applicant emailed the Tribunal indicating that she had received payments on time but:
 - a) She was not satisfied with an accounting in regard to deductions made for alleged works on the Second House; and
 - b) Of the work to the First House, six of the eleven items had not been carried out and three were done to a poor standard in her opinion.

The Applicant requested a further Hearing. The Letting Agent has made no contact with the Tribunal in any way since the second Hearing of 9 December 2019. A third Hearing was initially assigned for 30 March 2020 but postponed until 22 September 2020 due to the public health situation. During the period from 31 December 2019 until 22 September 2020, the Applicant sent occasional updates on matters, principally on receipt of payments for the period after the second Hearing. She also provided updates indicating that the Letting Agent appeared to have ceased trading.

The Hearing

6. On 22 September 2020, at a Hearing of the First-tier Tribunal for Scotland Housing and Property Chamber, conducted remotely by telephone conference call, we were addressed by the Applicant.
7. There was no appearance for the Letting Agent. There had been previous attempts by the Tribunal to serve papers by Recorded Delivery at its office but these had been returned. The Clerk confirmed that email intimation had been sent to the email address previously used by the Letting Agent in the proceedings (which email address the Tribunal had also identified on papers lodged). Further, the Applicant stated that she had – unsolicited – sent Recorded Delivery letters to the home addresses of the former director (Carol-Ann Doyle) and of the consultant who had appeared at the first Hearing (Colin Watt).
8. The Applicant explained (as will be reviewed further below) that she had received no contact from the Letting Agent since a call from Ms Doyle on 22 January 2020 and a text following on 24 January 2020 about payments being remitted. Three attempts at contact by the Applicant in February and March had gone unanswered. The clerk confirmed that no contact had been received by the Tribunal from the Letting Agent. In the circumstances, having waited until

10:10 to commence the Hearing and, with no attempted contact from the Letting Agent to dial in, we were satisfied to proceed in the absence of the Letting Agent.

9. We reviewed matters with the Applicant in some detail. She explained that she began to seek updates on matters in the middle of January 2020. The timeline, according to the Applicant, was as follows:
- a) She received a telephone call from Colin Watt around 14 January 2020 and agreed to meet him at a cafe in Airdrie on 17 January 2020. At that meeting he said that Ms Doyle of the Letting Agent was not well and that he was looking to proceed with business in “a different direction”. He said he was now working with Guardian Lettings & Sales Ltd of Bridgeton, Glasgow (“Guardian”). He said that the Letting Agent would not be completing the work to the First House, that the Applicant should “forget about” any sums still due by the Letting Agent to her, and that all the Applicant’s problems with the letting of the Houses would be resolved by her using Guardian as her new letting agents.
 - b) The Applicant was willing to investigate Guardian further and met with Mr Watt and two other gentlemen at Guardian’s office in Bridgeton on 20 January 2020. At that meeting, Mr Watt set out: his thoughts on how to resolve various issues with the Houses (such as reclaiming Council Tax and a quote of £1,900 for renovation works to be carried out at the First House); Guardian’s proposed fees; and suggestions for the Applicant to acquire further properties and then retire on the income from that expanded portfolio. Mr Watt presented papers for the Applicant to sign but she declined to do so and did not agree to Guardian proceeding with any of the work or steps that Mr Watt had proposed. The Applicant understood from the meeting that Mr Watt was presenting Guardian as “taking over the day to day running” of the Letting Agent’s business but was not shown any evidence of this.
 - c) On 21 January 2020, the Applicant received an email from Ms Doyle about an upcoming payment.
 - d) On 22 January 2020, the Applicant received a telephone call from Ms Doyle. Ms Doyle explained that she was intending to take three months away from the Letting Agent to “sort things out”. The Applicant said that she felt that Ms Doyle was confiding in her as if a parental figure. The Applicant said that she had further information from the call regarding Ms Doyle’s medical and personal issues that she did not wish to share with the Tribunal (and we did not press her further for such information).

We asked the Applicant whether Ms Doyle gave any indication whether the Letting Agent was to cease to trade and, if not, who would be running it during the three month period that Ms Doyle intended to take as leave. The Applicant said that Ms Doyle had not mentioned such points and she did not wish to pressure her on the call. The Applicant was aware of a new staff member who appeared to be operating the office well and she

assumed that the Letting Agent would continue to operate through such staff.

- e) A further text was received on 24 January 2020 from Ms Doyle on payments, and payments were received on the Second, Third and Fourth Houses.
- f) Payments on the Second, Third and Fourth Houses came in from the Letting Agent in or around late January/early February 2020.
- g) The Applicant sent texts and emails to the existing contact details for the Letting Agent and Ms Doyle on 4 and 7 February and 19 March 2020 seeking further updates but received no response.
- h) At some point in late January/ early February 2020, the Applicant drove to the Letting Agent's office address at Drumoyne Road, Glasgow and found it closed.
- i) On or around 4 February 2020, the Applicant received a payment of £404.80 from Guardian, apparently being the rental received for the Second House of £460 for January/February 2020, less a fee of £55.20 deducted by Guardian. The Applicant had never authorised Guardian to act as her new letting agent.
- j) The Applicant felt that the works at the First House were not going to be completed by the Letting Agent and instructed her own handyman, John, to start work on 11 February 2020, so that she could market it for sale. On that day, she went to the First House and saw that Guardian had put up a "For Sale" sign. She noticed around this time that the First House was advertised for sale on Guardian's website. The Applicant had never authorised such marketing and further did not regard the First House as yet suitable for marketing due to the outstanding works. The Applicant removed the signage and instructed John to change the locks to the First House. The Applicant advised John of the issues with Guardian and that he should deal, without confrontation, with any appearance from Mr Watt or anyone from Guardian at the First House.
- k) The Applicant was called by Mr Watt sometime around 11-13 February 2020 to say that he had a viewing scheduled for 16:00 on 13 February 2020. In regard to the unsolicited viewing, the Applicant suggested John finish up before 16:00 and leave the First House locked. The Applicant assumes that Mr Watt arrived, found his keys did not work, and left again.
- l) The Applicant says that Mr Watt then called her daily for around a month but she ignored his calls. She did not wish to confront Mr Watt or Guardian and never told them directly that she did not want them involved, preferring for them to work this out from her actions.
- m) The Applicant started to make contact with Y People, who tenanted the Second House, and Mears, who tenanted the Third and Fourth Houses, to make clear that she would take over direct management. She required to

provide both with evidence that she was the owner. She said that Y People seemed very happy to deal with her direct. She found that Mears had listed Guardian as “the owner” of their two Houses.

- n) On or around 2 March 2020, the Applicant received a further payment of £404.80 from Guardian, apparently being the rental received for the Second House of £460 for February/March 2020, less a fee of £55.20 deducted by Guardian.
 - o) The Applicant explained that she felt pressured and bullied by Mr Watt through the period from 17 January 2020 into February 2020 and she opted not to use Guardian. She has since sold the First House and continued direct management of the three remaining Houses.
10. Specifically in regard to the position on each of the Houses since the second Hearing she explained:
- a) The First House had been put into a marketable state by her handyman and herself. She estimated she spent around £2,000 on these works.
 - b) In regard to the Second House, though she remained unhappy about the breakdown of the deductions made by the Letting Agent to the payments made during 2019 (in particular to the June/July and July/August 2019 rent), all payments of rent were now accounted for.
 - c) In regard to the Third House, all payments of rent were now accounted for except:
 - I. 1 December 2018 of £500 (of which she was expecting £48 of charges deducted by the Letting Agent). This payment had been identified as outstanding since the start of the application without any resolution of whether it had indeed been received by the Letting Agent. The previous tenant, Serco, had been asked by the Applicant to confirm whether it had indeed paid the Letting Agent the money. She awaited their response.
 - II. 1 February 2020 of £500. The Applicant had confirmed that Mears had paid this to the Letting Agent but the Letting Agent had ceased to communicate prior to that date. The Applicant had contacted Mears in mid-February 2020 to ask for payments to be paid to her direct but Mears explained that the payment for 1 February 2020 had already been sent to the Letting Agent on or around 2 February 2020.
 - d) In regard to the Fourth House, all payments of rent were now accounted for.
 - e) In regard to the Second, Third and Fourth Houses, the rent was now apparently coming in regularly to the Applicant direct. This followed a long period when the payments were uneven and rent was often in arrears.

11. The Tribunal's own investigations with the Registrar of Companies showed that Ms Doyle had resigned as a director of the Letting Agent on 30 January 2020. There was no other director of the company. The Letting Agent also had a proposal to strike off against it (albeit now suspended for an undisclosed reason). This, combined with the Applicant's own investigations and Mr Watt's comments (serving to Guardian's interests though they may have been), suggested that the Letting Agent had ceased to trade. At the very least, we were satisfied that it would not be able to trade normally without a director. We discussed with the Applicant whether, in the circumstances, she sought to continue with the application. She did so wish.
12. We identified three further considerations in the application:
 - a) Any referral to the Scottish Ministers under section 50(2) of the Housing (Scotland) Act 2014 in regard to the failure to comply with the First LAEO regarding under paragraphs 108, 119, 120, 123, and 124 of the Code;
 - b) Whether we varied the First LAEO or issued a further LAEO in regard to the remaining breaches complained of in the application under paragraphs 73, 74, 75, 112, 118, and 125 of the Code. Either way, if we issued anything further, subsequently procedure would be necessary to assess compliance with that variation or fresh LAEO; and
 - c) Any compensation Order.
13. The Applicant said she held, but had not provided with the Tribunal with, vouching for work to the First House. Further, a response from Serco was still awaited on the missing payment of 1 December 2018. Full conclusion of matters was thus not possible at this Hearing but it was appropriate to consider what disposals on the three above issues could be made.

Findings in Fact previously made in the Decision of 9 November 2019

14. The Applicant is owner of the Houses.
15. The Applicant engaged the Letting Agent's predecessor Connect Property Management Ltd as their letting agent for the letting of the Houses in or around March 2016 under a Sole Agency Agreement ("the Agreement").
16. In or around February 2019, the Letting Agent assumed agency for the Houses under the same Agreement.
17. The Letting Agent's obligations under the Agreement included collecting monthly rent and remitting same promptly to the Applicant.
18. The First House was tenanted until on or about 9 July 2019.
19. The Applicant provided notice to the Letting Agent of complaints under paragraphs 74, 75, 108, 112, 118, 119, 120, 123, 124, and 125 of the Code by her correspondence and particularly the Notification letter of 25 July 2019.

Further Findings in Fact

20. The Second, Third and Fourth Houses were all tenanted as of Summer 2020.
21. The Letting Agent ceased to trade in or around February 2020.
22. The tenant of the Second House made a payment of £500 to the bank account of the Letting Agent on or about 2 February 2020.
23. As of 22 September 2020, the Letting Agent had not remitted to the Applicant any sums of rental for the Second House in regard to 1 December 2019 and 1 February 2020.
24. Despite the terms of the Tribunal's Notice of Directions of 9 December 2019, the Letting Agent has provided no evidence of compliance with paragraphs 121, 122 and 126 of the Code, and so no evidence of any trust account, or client money protection insurance.
25. The Letting Agent's obligations under clause 22.3 of the Agreement included visiting the First House no less than once every six months.
26. Under clause 22.4.5 of the Agreement, the Letting Agent undertook that "If The Tenant is in breach of any condition in the tenancy agreement, The Agent will take all reasonable steps to enforce the terms of the tenancy agreement on behalf of The Landlord."
27. The last tenant of the First House breached their tenancy agreement in a number of ways in regard to decorating walls and fitting new flooring, all without approval.
28. During 2018 and 2019, the tenants of the Second, Third and Fourth Houses paid sporadically and unevenly, with long periods in arrears in breach of their tenancy agreements.
29. At no time did the Letting Agent initiate steps to enforce breaches of any of the tenancy agreements either relating to decoration or non-payment of rent, nor did the Letting Agent seek the Applicant's instructions on same.

Reasons for Decision

30. In regard to the referral to the Scottish Ministers regarding the First LAEO, we had identified at the second Hearing that the First LAEO had not been complied with. The issues were, in the main, belatedly resolved either at the second Hearing or by the payments made in December 2019. We accepted the Applicant's statement that the works to the First House had not been completed. Those works were an agreement between the parties to resolve matters relating to paragraph 108 (dealing promptly with correspondence and complaints, in that regard relating to inspection visits at the First House). Further, the Letting Agent's performance since, effectively going silent and then

ceasing to trade without accounting for the 1 February 2020 payment on the Second House, was unacceptable.

31. Our willingness to hold off from a referral to the Scottish Ministers on 9 December 2019 was for the Letting Agent to show that historic poor performance had been resolved and would not be repeated. This has not been shown, albeit not exclusively in regard to matters in the First LAEO. We were satisfied that the Letting Agent had not, on consideration of the full circumstances, shown a “reasonable excuse for failing to comply” (section 50(3) of the 2014 Act) and we instruct the Tribunal’s Clerk to notify the Scottish Ministers of the failure of the Letting Agent to comply with the First LAEO, providing the Scottish Ministers with a copy of the First LAEO and, to place it in context, our Decision of 9 November 2019, the Note of the second Hearing of 9 December 2019, and a copy of this Decision.
32. In regard to any further LAEO or variation of the First LAEO, the Code includes the following provisions:

“Section 5: Management and maintenance

“73. If you have said in your agreed terms of business with a landlord that you will fully or partly manage the property on their behalf, you must provide these services in line with relevant legal obligations, the relevant tenancy agreement and sections of this Code.

“74. If you carry out routine visits/inspections, you must record any issues identified and bring these to the tenant’s and landlord’s attention where appropriate....

“75. Breaches of the tenancy agreement must be dealt with promptly and appropriately and in line with the tenancy agreement and your agreement with the landlord.

...

“Complaints resolution

“112. You must have a clear written complaints procedure that states how to complain to your business and, as a minimum, make it available on request. It must include the series of steps that a complaint may go through, with reasonable timescales linked to those set out in your agreed terms of business.

...

“Section 8: Handling landlords’ and tenants’ money, and insurance arrangements ...

“Client accounts

“118. You must have robust and transparent written procedures for handling client money.

“119. You must keep adequate records and accounts to show all dealings with client money.

“120. You must be able to account immediately to them for all money held on behalf of clients. ...

“121. You must ensure you hold client money in one or more separate and dedicated client bank accounts with a bank or building society authorised by the Financial Conduct Authority, separate from your main business or private accounts.

“122. You must have written confirmation from any bank or building society where a client account is held that the following conditions apply:

(a) that all money standing to the credit of that account is client money; and

(b) that the bank or building society is not entitled to combine the account with any other account or exercise any right to set-off or counterclaim against money in that account for any sum owed to the bank or building society on any other of your accounts it holds.

“123. You must regularly record and monitor all transactions and reconcile these monthly as a minimum.

“124. You must ensure clients' money is available to them on request and is given to them without unnecessary delay or penalties, unless agreed otherwise in writing (for example to take account of any money outstanding for agreed works undertaken).

“125. You must pay or repay client money as soon as there is no longer any need to retain that money. Unless agreed otherwise in writing by the client, you should where feasible credit interest earned on any client account to the appropriate client.

“126. You must hold a client money protection insurance policy unless you can demonstrate equivalent or greater protection through another body or membership organisation. You must give further details (such as the name of your provider, your policy number and a summary of the policy) to them on request.”

33. As we noted in the Decision of 9 November 2019, the Applicant, in line with the terms agreed in the Agreement, entrusted the Letting Agent to manage the letting of the Houses. A central element was that the Letting Agent would receive the rent and remit the balance, after fees and costs, to the Applicant promptly. Further, the Letting Agent undertook to carry out inspections and to enforce breaches of any tenancy agreements.
34. Notwithstanding, the Letting Agent's handling of funds seemed lamentably poor. Our Notice of Directions seeking evidence of a trust account and associated protections (which we were assured by Ms Doyle would be available on 9 December 2019), all failed to be addressed. Payments, though now all

accounted for except two, appeared to come sporadically and with poor or nil documentation. Ms Doyle gave vague comments on 9 December 2019 about inspections of the First House but there did not appear to be a dispute at either the first or second Hearings that there had been breaches of the conditions regarding decoration by the former tenant.

35. In regard to matters of compliance, during the early stages of the application, the Letting Agent had provided evidence of its Agreement with the Applicant and its Complaints Procedure.
36. The Tribunal was thus satisfied that several of the remaining paragraphs of the Code relied upon had been breached by the Letting Agent. We were not satisfied that there was any breach of paragraphs 73 and 112 of the Code as the Agreement and Complaints Procedure had been provided and this was accepted by the Applicant during the third Hearing.
37. In regard to paragraph 74, we were not satisfied that there had been routine inspections but, if there had been, no evidence was provided of same (despite comments by Ms Doyle at the second Hearing that there would have been written and photographic records) and thereafter the Applicant was left in the same position as if none had occurred.
38. In regard to paragraph 75, there appeared to be little control of breaches of the tenancy. The former tenant of the First House had redecorated without censure and the Applicant was unaware of this until retaking possession. The tenants of the Second, Third and Fourth Houses paid sporadically and the Letting Agent appeared to have taken no meaningful steps to address this. The Applicant, conversely, appeared to have little trouble collecting payments herself now she was directly managing the Houses.
39. In regard to paragraph 118, the combined failure to justify the many issues with collection of rent payments, account for them, account clearly and promptly for deductions taken from them, and demonstrate that funds at credit are held in a proper trust account (compliant with paragraphs 121, 122 and 126 of the Code) amount to failures to hold "robust and transparent written procedures for handling client money".
40. In regard to paragraph 125, the many delays in accounting for funds (resolved in the main by December 2019) and the remaining issues with the two payments relating to the Second House, amount to a failure to "pay or repay client money as soon as there is no longer any need to retain that money".
41. We acknowledge that some of these breaches are minor, and some are now materially resolved. They would not have appeared as such to the Applicant during the period she sought to have them addressed. We regard them as meriting an LAEO.
42. The question arises whether we vary the First LAEO or issue a fresh LAEO. We hold that either are competent under the Procedure Rules. The consequence of the latter approach is that the Letting Agent will receive two LAEO for a single

application. We addressed in our Decision of 9 November 2019 why we were issuing the First LAEO then, and leaving open the prospect of a second LAEO in the same application. In the circumstances of the conduct of the Letting Agent throughout, and the manner in which it has now gone to ground, we are unconcerned with the issue of double jeopardy and are issuing a Second LAEO today.

43. As the Applicant is no longer a client of the Letting Agent, we cannot see any steps that the Letting Agent could take to remedy the breaches of paragraphs 74 and 75 but we are allowing two weeks for the Letting Agent to address the breaches of paragraphs 118 and 125 by showing evidence of the trust account, etc. and account for the rent for 1 December 2018 and 1 March 2020 and remit any balances to the Applicant.
44. Thereafter, we require to monitor compliance with the Second LAEO. Further any final issue of compensation in terms of section 48(8)(b) of the 2014 Act should be determined. We are today issuing a Notice of Direction seeking the Applicant's final submissions on any order for compensation and any vouching on same within 21 days (that is, 7 days after the deadline for compliance with the Second LAEO). The Letting Agent may have a further 7 days thereafter to provide any submissions on compensation and on any referral to the Scottish Ministers.
45. Thereafter, a further Hearing would normally be assigned but we do not anticipate further participation from the Letting Agent, whom we hold has ceased to trade and whom lacks a director. Further there is the consideration the current public health situation. We would prefer to deal with matters by written submissions only, issuing any final determination on compliance with the Second LAEO and any Decision and Order on compensation under Procedure Rule 18. We shall, however, hold a Hearing if either party requests it within 35 days of today, or if we think it is merited based on the responses to the Notice of Direction or action taken on the Second LAEO.
46. Finally, in consideration that post to the Letting Agent's office does not appear to be received or collected, we direct the Tribunal's Clerk to further intimate copies of papers to the two general email addresses that have been identified for the Letting Agent, albeit that we do not know if they are being monitored. Postal service should still occur though to the Letting Agent's registered office at 316 Drumoyne Road, Glasgow, G51 4DX.

Post-script: Guardian and Mr Watt

47. The Applicant made a number of concerning comments about the steps taken by Guardian, through Mr Watt. They are not relevant to this application except as background. Mr Watt is not a director of Guardian but the comments relate to the actings of a Letting Agency and the Applicant can seek to have them addresses under the Code by separate complaint and application if she sees fit. This Decision does not affect her position, nor does it determine any matter regarding Guardian.

Decision

48. The Tribunal refers to the Scottish Ministers the Letting Agent's failure to comply with the terms of the First LAEO.
49. The Tribunal issues a further Letting Agent Enforcement Order under paragraphs 74, 74, 118, 125 of the Code with the remediation steps stated within the Second LAEO to be undertaken within two weeks of service of the LAEO.
50. The Tribunal otherwise issues a Notice of Direction seeking further submissions and information from both parties and continues all remaining matters in the application for a period of no less than five weeks, to be determined thereafter with or without a Hearing.

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.

Legal Member/Chair

23 September 2020

Date