



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under Section 71 Private Housing
(Tenancies) (Scotland) Act 2016**

Chamber Ref: FTS/HPC/CV/23/0259

Property at 92 South Commonhead Avenue, Airdrie, ML6 6PA (“the Property”)

Parties:

Mr John Shannon, 31 South Commonhead Avenue, Airdrie, ML6 6PA (“the Applicant”)

Miss Elizabeth Downie, 92 South Commonhead Avenue, Airdrie, ML6 6PA (“the Respondent”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Frances Wood (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that a payment order should be granted against the Respondents in favour of the Applicant.

Background

1. The Applicant seeks a payment order in relation to unpaid rent. A tenancy agreement and rent statement were lodged in support of the application.
2. A copy of the application was served on the Respondent by Sheriff Officer. Both parties were notified that a case management discussion (“CMD”) would take place by telephone conference call on 4 May 2023 at 2pm.
3. The CMD took place on 4 May 2023. The Applicant participated and was represented by Ms Hoey, solicitor. The Respondent also participated.
4. The Tribunal noted that an updated rent statement had not been lodged by the Applicant prior to the CMD and that the statement lodged with the application

only covered the period to October 2022 and did not show the running monthly total outstanding. Ms Hoey said that she thought that an updated statement had been lodged and that the arrears had increased as there was a monthly shortfall not being met by benefits, which was not being paid by the Respondent.

5. Ms Downie told the Tribunal that there were rent arrears but that she disputed the figure specified in the rent statement. She said that she was previously in employment but was made redundant in 2019. She stopped paying rent due to the Applicant failing to carry out repairs. However, he then made an application for the rent to be paid directly to him. Since then, there has been a shortfall which she cannot afford to pay.
6. Ms Hoey said that she was unaware that the Respondent had withheld rent or was claiming that she was entitled to an abatement due to outstanding repairs. Mr Shannon said that he had been unable to carry out required repairs because the Respondent would not provide access.
7. The Tribunal determined that the application would require to proceed to a hearing and noted the following issues to be determined;-
 - (a) What is the current level of the arrears?
 - (b) How much of the monthly rent charge is being met by benefits?
 - (c) Did the Respondent withhold rent payments due to a failure by the Applicant to carry out repairs and ensure that the property meets the repairing standard?
 - (d) Did the Respondent notify the Applicant that she was withholding rent and place the unpaid rent in a separate bank account?
 - (e) Did the Respondent prevent the Applicant from carrying out repairs by refusing access to the property?
 - (f) Is the Respondent entitled to an abatement of rent for all or part of the period that the rent account has been in arrears?
 - (g) If the Respondent is entitled to partial abatement, what is the sum due to the Applicant in unpaid rent?
8. Following the CMD, the parties were notified that a hearing would take place by telephone conference call on 14 August 2023. Prior to the hearing the Applicant submitted an updated rent statement and notified the Tribunal that he would be representing himself.
9. At the start of the hearing the Tribunal noted that neither party had lodged the documents specified in the direction. Mrs Downie said that she had sent the documents by recorded delivery post on 26 July 2023. She had carried out a track and trace which confirmed that the documents had been delivered on 28 July 2023 and had been signed for. Mr Shannon told the Tribunal that he had not received a copy of the direction. His previous solicitor had retained the case papers. Following investigations by the Tribunal administration, the documents sent in by Mrs Downie could not be located. The Tribunal determined that the hearing should be adjourned to a later date to see if the papers could be located and for Mr Shannon to provide his response to the direction.

10. The Tribunal noted that the updated rent statement submitted by Mr Shannon did not provide a running monthly total of the arrears and included an additional column in relation to late payment charges or fees. Mr Shannon told the Tribunal that the tenancy agreement includes a clause which allows a charge of £25 per week for late payments. However, he stated that the rent statement incorrectly shows the sum of £200 per month in fees when it should only be £100. The Tribunal indicated that a written request to amend the application should be made prior to the adjourned hearing which should specify the total sum being sought for late payment fees and show how the total figure is reached. The Tribunal also indicated that the Applicant would require to establish that he is entitled to a payment order for these charges and that the clause in question is valid and enforceable. The Tribunal noted:-

- (a) The lease document lodged states that the landlord is John Kinnaird.
- (b) The lease paperwork appears to comprise 2 or 3 different documents. There are clauses 1 to 41 followed by clauses 3 to 12. The only page of the paperwork which is signed is a separate sheet headed "Notice to Quit". This page appears to have been signed by John Kinnaird and the Respondent but is not witnessed.
- (c) The penalty of £25 per week appears to be excessive. Residential Tenancy agreements which include penalties for late payment are usually based on interest on the unpaid sum, not a randomly chosen fixed sum.
- (d) No evidence has been provided that the Applicant notified the Respondent that he had applied late payment fees or that he had requested payment of same.

11. The Tribunal determined that the application should proceed to an in person hearing and that a direction should be issued to the Applicant. This was scheduled to take place on 13 November 2023. It was converted to a teleconference hearing because the Respondent notified the Tribunal that she had no childcare for that day. The hearing took place on 13 November 2023. The Respondent participated and lodged documents in advance of the hearing. The Applicant did not participate and did not submit a response to the direction. The Tribunal determined that the hearing could not proceed in the absence of the Applicant. The hearing was adjourned, and a direction was issued which required the Applicant to confirm that he would attend and to provide a response to the previous directions which had been issued. A further teleconference hearing was arranged for 5 March 2024. Prior to the hearing both parties lodged further documents and submissions.

12. The hearing took place on 5 March 2024. Both parties participated.

The Hearing

13. At the start of the hearing the Tribunal dealt with some preliminary matters. Mr Shannon was advised that his submission regarding his personal circumstances would not be considered as he had stipulated that it could not be crossed over to the Respondent. Mr Shannon also advised the Tribunal that, although he had submitted the names of witnesses, they would not be giving evidence at the hearing. The Tribunal noted that Mr Shannon had lodged an updated rent statement showing arrears of £10,148.34. Mrs Downie said that she disputed this figure as she had checked all her universal credit statements

and believed that the sum which is unpaid is £9524.20. Mr Shannon said that he had checked his bank statements, and his rent statement was accurate as some months he did not receive the arrears payment. The Tribunal noted that neither party had lodged evidence in support of their position and that they should do so after the hearing. This would be considered before a final decision is made.

- 14.** Mr Shannon told the Tribunal that the property is jointly owned with John Kinnaird. However, his name is not on any legal paperwork. He stated that the tenancy agreement was signed by John Kinnaird because he was going on holiday that day. In response to questions from the Tribunal, Mr Shannon qualified his earlier statement and said that John Kinnaird is not the legal owner of the property, he is not on the title deeds, but he invested in the property. Mr Shannon obtained the style tenancy agreement from a friend and gave it to Mr Kinnaird who took it to be signed. The property had been purchased some time before and he had planned to live there. However, it was not fit to live in initially. They planned to put on an extension but didn't have the money. He decided to let it out. In relation to the two tenancy agreements lodged, both of which have some missing information, he stated that he could not explain this. He wasn't there when it was signed and didn't get the original document back. He could not comment on what was signed.
- 15.** The Tribunal noted that the new rent statement has another column on it. This column seeks to apply interest of 10% on the arrears. Mr Shannon advised the Tribunal that he had added this column because the Tribunal had commented previously that the weekly £25 late payment charge seemed excessive. He said that he would prefer the £25 charge but had added the interest column as an alternative. He stated that Mr Kinnaird still owns part of the property. However, there is no written contract with him. The matter is being dealt with by solicitors and he no longer has any direct contact with Mr Kinnaird.
- 16.** Mrs Downie told the Tribunal that she had to leave her previous tenancy because the owner was selling it. Mr Kinnaird told her that he had purchased a house with three bedrooms, and it would be available for rent soon. She went to see it and he said that he would get a contract. He came back to see her with the contract, and she paid the first months rent and signed it. She got the keys a few days later. She had the original lease for a while and was then asked to give it to Mr Kinnaird. She thinks she had it until 2019. She recalls writing in the date and the figure £600 before signing. Mr Kinnaird also signed. There were no witnesses. She cannot recall the late payment charge being in the document. She remembers that there was a "no pets" clause but Mr Kinnaird said that was OK, although he knew that she had lots of pets. She was aware of the set up with Mr Shannon. Both put in 50% of the price but only Mr Shannon was on the paperwork. It was an investment.
- 17.** Mr Shannon said that it had been his understanding that Mrs Downie wanted to move in the following day and that is why he couldn't be there when the lease was signed. In response to questions from the Tribunal about a message sent to Mrs Downie, he said that there had been no renewal of the lease therefore

she was out of contract.

18. Mrs Downie told the Tribunal that she was made redundant in August 2019. She immediately made a claim for universal credit. She was awarded UC and housing costs, but this did not cover her full rent as her adult son and daughter were expected to contribute. She stated that she made numerous requests for repairs to be carried out, sending the messages to both John Shannon and John Kinnaird, as this is what she had been told to do. She took advice and was told to put her request in writing. The CAB told her that she could notify the landlord that she was withholding rent. They told her that she should set the rent aside. She has done so with some of it, about £4000, but some she had to use. The Tribunal noted that the Respondent lodged a screenshot of her bank account prior to the hearing which showed a credit balance of £4000. Mrs Downie said that she did not initially refuse access for the repairs. Mr Shannon said that he could not carry out repairs during the pandemic because they were not essential. In recent times she has refused access. This is because her mental health is not good. Also, she only wanted him to come to the house when her son or daughter were there and as they were working, they couldn't agree a time. Eventually she arranged and paid for a gutter repair. While the repair was being carried out Mr Shannon's mum came to the property with her phone. Mr Shannon was on the phone and told the contractor to stop. The work was incomplete, but the gutters are better than they were. She paid for the work. She referred to photographs she lodged which show black mould on a wall. She said that it was taken in the cupboard at the front door. The dampness in the property is caused by the leaking gutters. In addition, there is a radiator that does not work. It is in a bedroom that is not currently used since her son and daughter moved out. Her younger daughter is still in the house and there is some dampness in her bedroom, on a wall affected by a leaking gutter. Mrs Downie said that only one gas safety certificate has ever been obtained, in 2020. In response to further questions, Mrs Downie said that she has not submitted a repairing standard application to the Tribunal. She also advised the Tribunal that she does not have the money to pay the shortfall between the housing costs and the rent. She has been in touch with the Housing Office of the Council, but she is not currently a priority. The shortfall between the housing costs and the rent is due to under-occupancy. Her son moved out in November 2022 and her daughter in December 2020. They did contribute to the household, but she did not use their contributions toward the rent.
19. Mr Shannon told the Tribunal that the dampness in the property is not caused by the gutters. It is due to damage to the render. Mrs Downie was told about this when she moved in. There are cracks in the render throughout the building. This has not been repaired because of the dispute with Mr Kinnaird and the lack of funds. There are proceedings ongoing in the Sheriff Court which are currently on hold until the tenant has been evicted. In relation to the gutter repair, Mr Shannon said that he had not agreed to the work or agreed to pay for it but he told the contractor he could finish the work as long as no additional work was carried out. He thought the repair had been completed but cannot comment on it. He did not pay for it. In relation to other repair matters, Mr Shannon said that he was not 100% sure what he was required to do and whether the tenant or landlord was responsible for the gas and electrical safety

checks. There was an EICR at the start of the tenancy and when it required to be renewed, he could not get access. He eventually stopped asking for access. He spoke to a solicitor and asked them to make a right of entry application, but nothing came of it. He wanted access to inspect the property and look at the radiator. He was a registered landlord before, but it lapsed because of what is going on. This is the only rental property he has ever had.

20. Mr Shannon was referred to a number of messages lodged by Mrs Downie in relation to withholding rent and to requests for a gas safety check. He stated that at some point he stopped trying to get access to the property.
21. Mrs Downie was asked about the impact of the repair issues on her and her use of the property. She said that the radiator has little impact now as that bedroom is not currently in use. However, her daughter's bedroom is damp and feels cold as a result. There is a recess which used to be cupboard which is damp to the touch. The shelves are not useable. Her daughter doesn't spend much time in the room as a result. However, there is no mould in that room, just in the cupboard at the door. Her mental health has been affected by the issues.
22. Mr Shannon told the Tribunal that there had been four people living in a three bedroom house from 2016. That is a lot. If she is struggling now to meet the rent Mrs Downie should move to a smaller property. Mrs Downie said that before she withheld the rent, she allowed access to surveyors and estate agents. She said that Mr Shannon is a gas safety engineer. Mr Shannon said that he only did that for about a year, not for the whole time that he has been a landlord. He did it from 2018 until 2020. However, he did not know it was a landlord's responsibility to get the gas safety certificate for a property.

Findings in Fact

23. The Applicant is the owner and landlord of the property.
24. The Respondent is the tenant of the property.
25. The agreed rent is £600 per calendar month.
26. Between 1 April 2020 and 1 March 2024, the Respondent has made only partial payments of rent resulting in arrears of £9483.88.
27. From 2016, the Respondent notified the Applicant that repairs were required at the property.
28. On 31 March 2020, the Respondent notified the Applicant that she was withholding rent because he had failed to carry out repairs at the property.
29. After receiving notification that the Respondent had decided to withhold rent, the Applicant made some requests for access to the property. Some of these requests were refused.

30. The property is affected by damp and mould and there is a radiator in the third bedroom that does not work.
31. The Applicant has not arranged for an electrical installation condition report of the property since the start of the tenancy. The Applicant has only arranged one gas safety inspection at the property since the start of the tenancy.
32. The Applicant has not carried out any repairs at the property since the start of the tenancy.
33. The Applicant is aware that the property is affected by damp and mould. He has failed to arrange any repairs to address this issue.
34. The failure by the Applicant to arrange repairs at the property is not due to lack of access to the property.
35. There is no contractual obligation between the parties for a late payment fee of £25 per week in relation to late rent payments.
36. There is no contractual obligation to pay interest on late payments of rent.
37. The radiator in the third bedroom at the property has not worked since March 2020. The bedroom has not been in use since November 2022.
38. Since March 2020, the second bedroom at the property and the cupboard at the front door have been affected by damp and the cupboard is also affected by mould.

Reasons for Decision

39. The Tribunal notes the following matters require to be determined:-
 - (a) How much rent is unpaid?
 - (b) Is the Respondent entitled to a full or partial abatement of rent?
 - (c) If some rent is due to the Applicant, is the Applicant entitled to the monthly late payment charges applied to the rent account or to interest on the unpaid rent?
40. The Tribunal found the Respondent to be generally credible and reliable. Her account of events was consistent with the documents lodged. She was candid about her reasons for failing to meet the shortfall in rent, stating that it was partly because she had notified the Applicant that she was withholding rent due to the condition of the property and partly because she cannot afford it. However, she was able to provide evidence that she did notify the Applicant about the rent strike and her oral evidence about the nature of the repairs issues was entirely consistent with the documents she lodged, showing messages to the Applicant over several years. Furthermore, she admitted that she had not retained all the unpaid rent and provided evidence of the sum which has been set aside. On the other hand, the Tribunal did not find the Applicant to be credible or reliable. His claim that he did not know that a landlord is responsible for gas and

electrical checks, when he himself was a gas safe engineer for 2 years, was not believable, particularly when he claimed to have carried out an EICR before the start of the tenancy and a gas safety check in 2020. He was also evasive on several issues – the precise nature of the relationship with John Kinnaird and the claim that he did not make a right of entry because his solicitor did not act upon his instructions. He also claimed that he had owned the property for some time before the start of the tenancy and intended to live it himself. In fact, the property was only purchased in November 2015 and the tenancy started a few months later, following completion of work. It also seems unlikely that this could have been the plan for the property since Mr Kinnaird would presumably expect to see a return on his investment, whatever that may have been. In relation to the repairs, the Applicant gave the Tribunal contradictory explanations. He told the Tribunal that he had not repaired the render due to lack of funds but claimed that other repairs and safety checks were due to lack of access.

41. The parties are agreed that the Respondent is the sole tenant of the property and that she has resided there since 2016. It is also agreed that the monthly rent charge is £600 and that the rent was paid in full until 1 March 2020. Between 1 April 2020 and 1 January 2021, the Applicant only paid 1 penny each month, resulting in arrears of £5949.90. The Applicant then applied to the DWP for the Respondent's Universal Credit housing costs to be paid direct to him and payments of £419.85 commenced on 12 February 2021. In addition, the Applicant has been receiving an additional sum each month towards the arrears of rent. The number of these payments is disputed, with the Respondent stating that the sum specified in the rent account is inaccurate and it fails to take into account all payments from UC.

The unpaid rent.

42. The most recent rent statement covers the period to March 2024. The balance due in terms of the statement (taking into account the rent charge for March 2024 and the payments from UC in March 2024) is £9624.60. A higher figure was mentioned during the hearing, but this included the rent charge for March but not the payments received. Ultimately, it is for the Applicant to satisfy the Tribunal regarding the sum which has not been paid. It appears that there are two disputed arrears payments. The UC statements and the rent statement both show 12 rent payments and 12 arrears payments for 2023. Some of the UC statements were missing from the Respondent's submission (and some were duplicated) but it appears that there is no dispute for this year. However, in 2021, there are only 10 arrears payments on the rent statement, but the UC statements show 11. Similarly, in 2022 the UC statements show 12 arrears payments, the rent statement only 11. It therefore appears that the rent statement is missing the sums of £73.74 for November 2021 and £66.98 for November 2022. The Applicant lodged a bank statement for the rent payments from UC. However, the document lodged for the arrears payments appears to be a screenshot of payments taken from a banking app, with no information about the search criteria. It is not clear why a bank statement showing all payments from the DWP could not have been provided. In the absence of this, the Tribunal is not satisfied that these two payments were not received and as

they were evidently deducted from the benefit paid to the Respondent, the Tribunal is satisfied that they should be deducted from the balance. The Tribunal determines that the total sum which has not been paid is £9483.88.

The late payment charges/interest

43. The Tribunal is not sure why the Applicant has added a column in relation to interest to the most recent rent statement, as his explanation was vague. There is nothing in the tenancy agreements, correspondence or any other documentation which establishes that the parties agreed that interest could be charge on late rent. The Applicant suggested that he had added this column because the Tribunal had previously commented that the late payment charge of £25 per week seemed excessive and that it was more common to see a clause in relation to interest. He suggested that the Tribunal could choose which penalty seemed most appropriate. In the absence of any evidence that the parties agreed that interest could be charged, the Tribunal is satisfied that there is no legal basis for interest to be applied.
44. In relation to the late payment charge in clause 2 of the agreement, the Tribunal notes that the Applicant has not provided a written contract, signed by both him and the Respondent, that stipulates that she is due to pay him the sum of £25 per week when the rent is late. The Applicant was not present when a lease was signed and cannot confirm if either of the documents lodged was the signed contract. Indeed, in messages sent to the Respondent during the tenancy, he stated that he had never seen the lease that had been signed, that there was no current lease in place and that she was "out of contract". The Tribunal is also not persuaded that it has been established that Mr Kinnaird is the joint owner and joint landlord of the property. The precise nature of his involvement is not clear. The Tribunal was told that he had provided money toward the purchase but there is nothing in writing and he is not named on the title deeds. Furthermore, there is a text message from the Applicant to the Respondent which states that he is the sole owner and landlord. Mr Kinnaird may have had the Applicant's permission to arrange for a lease to be signed, but it is not clear why he is named on the lease as the landlord or why he signed it. The Tribunal has other concerns -
- (a) When the application was first submitted, the claim was only for rent. There was no reference in the application or the first rent statement to the late payment charge. There is also no evidence that the Applicant ever notified the Respondent that he was applying late payment charges to the arrears. The first mention of these charges was in the second rent statement lodged by the Applicant after his solicitor had withdrawn from acting. The Tribunal is of the view that the Applicant did not know of the existence of the clause until that point.
- (b) There are two versions of the tenancy agreement. The first one lodged was unsigned and did not identify the tenant, the monthly rent, or the term of the tenancy. The later version has the tenant's name and the rent (handwritten not typed), but the term is still not specified. The Respondent stated that she

inserted her name and the rent figure before she signed the document. However, she cannot recall if the remainder of the four-page document, with the late payment clause on the second page, is the document she signed. The signatures are on the last page, but this page does not appear to be part of the lease as it is headed "Notice to Quit". The document is not witnessed.

- (c) If the document is a valid and enforceable contract and this clause is binding, it appears that the person who is entitled to seek payment of the charge is not the Applicant as he is not named as the landlord and did not sign it. Indeed, he stated in a message to the Respondent that there was no current written tenancy contract in place.
- (d) The clause imposes an excessive penalty for late payment.
- (e) From 1 April 2020, the rent was not late. It was being withheld.

45. For the reasons outlined, the Tribunal is not satisfied that the Applicant is entitled to a payment order in relation to the late payment charge.

Withholding rent/abatement of rent

46. The Respondent provided evidence that she notified the Applicant in March 2020 that she was withholding rent due to his failure to carry out repairs at the property. This was in the form of a text or WhatsApp message. There were several earlier messages when she reported repair matters and asked him to attend to them. These also referred to complaints about repairs dating back to 2016. These messages included a number where the Respondent says that she will not provide access. There are also numerous references to dampness, mould, a broken radiator, damaged gutters, and a failure by the Applicant to carry out gas and electrical safety checks.

47. The Applicant does not dispute that he received the messages about repair issues. He disputes the Respondent's claim that she has set aside some of the rent, although evidence was provided in advance of the hearing in relation to this. A failure to set the rent aside can be an indication of bad faith in relation to a rent strike. The Respondent told the Tribunal that she had to use some of the money which had been set aside. However, the Tribunal notes that the Applicant concedes that the only work he has carried out at the property since the start of the "rent strike" is a gas safety inspection in 2020. In relation to the reported repairs, the Applicant's position is:-

- (a) The radiator in the bedroom was not an emergency during the pandemic and his subsequent efforts to get access to the property to investigate the complaint have been unsuccessful. Eventually, he stopped requesting access.
- (b) He wasn't sure whether a landlord is responsible for gas safety checks and EICRs but there was an EICR at the start of the tenancy and a gas safety check was carried out in 2020, but not since.

(c) He disputes that there is a problem with the gutters. He accepts that the property is affected by damp and mould, but this is due to damaged render and not the gutters. This repair work is required but has not been carried out because of the dispute with Mr Kinnaird and the fact that he does not have the funds to do the work.

48. The Respondent does not dispute that she has sometimes refused access since 2020. She stated that the Applicant had every opportunity to carry out the work before this, as she started reporting issues at the start of the tenancy, and he only started asking for access when she stopped paying the rent. However, while this may have had an impact on the Applicant's ability to attend to some repairs, such as the radiator, it would not have prevented external work to the gutters, if required, or the render. Furthermore, the Tribunal is not persuaded that the Applicant has taken all reasonable steps to get access. There are a few messages where he asks for the Respondent to provide a date and time for access. This is not the correct procedure, in terms of the Housing (Scotland) Act 2006. He should have provided the Respondent with a date and time and then attended, with his contractor. The messages also established that there was at least one occasion when a contractor turned up on the wrong day. He stated that he instructed a solicitor to make a right of entry application and cannot understand why it didn't happen. This is not a convincing argument. He could have submitted his own application. It is a free process, and a solicitor is not required. The Applicant admitted during the hearing that the property is affected by damp, and this has not been addressed because he is in a dispute with a person who invested in (or lent him money in connection with) the property and because he cannot afford to carry out the work.

49. The Tribunal is satisfied that the Respondent is entitled to an abatement of rent for the defective radiator and the damp in the property. However, the room in which the defective radiator is located is not currently in use. The dampness in the property seems only to affect the cupboard at the door and one of the bedrooms. The latter appears to have caused most inconvenience to the household although the former has deprived the Respondent of the use of a storage area. For the lack of heating in the third bedroom, an 5% abatement of rent from 1 April 2020 to 1 November 2022 seems appropriate - £960. An additional 15% abatement for the period 1 April 2020 to present day is granted for the dampness - £4320. The bedroom affected by damp is not uninhabitable but there is clearly a significant level of inconvenience associated with it. Otherwise, the Tribunal is satisfied that the unpaid rent is due. Although the failure to arrange mandatory gas and safety inspections at the property is certainly a breach of the repairing standard, there was no evidence that the lack of these has affected the Respondent's use of and enjoyment of the property. Although they demonstrate a very unsatisfactory attitude on the part of the Applicant to his obligations as a landlord, the Tribunal is not persuaded that the Respondent is entitled to a further abatement of rent in relation to these inspections.

50. The Tribunal is therefore satisfied that the Applicant is entitled to an order for payment in the sum of £4203.88.

Decision

51. The Tribunal determines that an order for payment in the sum of £4203.88 should be granted.

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.

 **J Bonnar**

Josephine Bonnar, Legal Member

2 April 2024