

**Housing and Property Chamber**  
First-tier Tribunal for Scotland

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**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 16 of the Housing (Scotland) Act 2014**

**Chamber Ref: FTS/HPC/PR/21/0536**

**Re: Property at 27 Buchlyvie Gardens, Glasgow, G64 2DT (“the Property”)**

**Parties:**

**Miss Lorraine Paterson, 27 Haining Wynd, Muirhead, Glasgow, G69 9FH (“the Applicant”)**

**Miss Alana McGeouch, Flat 1/1, 2 Katrine Court, Bearsden, Glasgow, G61 3FE (“the Respondent”)**

**Tribunal Members:**

**George Clark (Legal Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the application should be decided without a Hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £2,500.**

**Background**

1. By application, received by the Tribunal on 3 March 2021, the Applicant sought an Order for Payment in respect of unpaid rent that had become lawfully due by the Respondent to the Applicant and the cost of replacement of the cooker and kitchen flooring at the Property. The sum sought was £3,609.
2. The Application stated that the Respondent had vacated the Property on 4 December 2020, leaving rent arrears of £3,125. The Applicant had also incurred the cost (£135) of replacing flooring in the kitchen which was damaged by the Respondent during the tenancy and was also required to replace the cooker at a cost of £349. The Applicant had sought return of the tenancy deposit of £625, lodged with My Deposits Scotland, but, as at the date of the application, it had not been returned to her.

3. The application was accompanied by a copy of a Private Residential Tenancy Agreement between the Parties commencing on 6 March 2020 at a rent of £625 per month, a Rent Statement showing arrears as at 23 November 2020 of £3,125, an Invoice from The Carpet Store for supplying and fitting kitchen flooring and an Invoice from Ao for the new cooker.
4. On 9 April 2021, the Tribunal advised the Parties of the date and time of a Case Management Discussion, and the Respondent was invited to make written representations by 30 April 2021. The Respondent did not make written representations, but on the afternoon prior to the Case Management Discussion, Mr Jalal Chaudry of Latta and Co, solicitors, Glasgow, advised the Tribunal that he was instructed to represent the Respondent and that he would be seeking to set out submissions on various preliminary matters prior to the Respondent's substantive defence being set out in detail.

### **First Case Management Discussion**

5. A Case Management Discussion was held by means of a telephone conference call on the afternoon of 13 May 2021. The Applicant was represented by Ms Mona Lisa Swira of Friends Legal solicitors, Glasgow and the Respondent was represented by Mr Chaudry. Ms Swira advised the Tribunal that the Applicant had now received the deposit from My Deposits Scotland and that the amount sought should, therefore, be reduced to £2,984.
6. Mr Chaudry raised with the Tribunal the heading which appeared in correspondence from the Tribunal. It appeared incorrectly to relate to an application for wrongful eviction rather than an action for Payment. He confirmed that his client had not made an application to the Tribunal in respect of wrongful eviction. The Tribunal noted that it had erred in the headings to letters to the Parties and confirmed that this would be corrected in future correspondence.
7. Mr Chaudry said that he would have expected to see a Rent Statement which would enable the Respondent to check and, if appropriate, challenge the sum stated to be due. With regard to the two other items of claim, the Applicant had not provided an Inventory taken at the commencement of the tenancy, setting out what items were provided and the condition they were in. No photographic evidence had been provided showing the condition of the cooker and kitchen flooring at the start of the tenancy and at its termination.
8. The Tribunal noted that there was a Rent Statement attached to the application, which would have been with the papers served on the Respondent but accepted that, other than the two Invoices, no evidence had so far been provided by the Applicant in support of her claim in respect of the cooker and the kitchen flooring. Although the deadline for submitting written representations had passed by the time Mr Chaudry was instructed, the Tribunal accepted that it was reasonable to afford a period of time to enable him to obtain full instructions from his client and to make written representations on her behalf. Accordingly, the Tribunal decided to adjourn the case to a further Case Management Discussion and issued Directions in respect of further documentation to be submitted by the Parties, as follows:

**By the Applicant:**

9. Any evidence, such as an Inventory or photographs, on which the Applicant intends to rely, to support the Applicant's claim against the Respondent for the replacement of the cooker and the kitchen flooring; an updated Statement of the rent claimed to be due by the Respondent, taking into account the repayment of the tenancy deposit; and a copy of the adjudication by My Deposits Scotland in relation to the tenancy deposit, showing the apportionment, if any, between unpaid rent and compensation for damage/loss.

**By the Respondent:**

10. Any written representations and documents that the Respondent wishes to be considered by the Tribunal and on which the Respondent intends to rely.
11. The Tribunal's Directions required the Parties to provide any documents on which they intended to rely to be received by the Tribunal not less than 14 days prior to the date of the adjourned Case Management Discussion and any further written representations to be received by the Tribunal not less than 7 days prior to that date.
12. On 27 May 2021, the Applicant's representatives submitted further documentation to the Tribunal. Due to a technical error, they required to re-submit it on 10 June 2021. They provided a further copy of the Rent Statement showing arrears of £3,125 as at 23 November 2020, a copy email from My Deposits Scotland dated 29 March 2021, stating that the claim was outside the remit of the scheme and confirming that the full deposit was being refunded to the Applicant, a Check-in Report extending to 34 pages, including a large number of photographs, and a Check-out Report dated 11 December 2020. The Check-in Report contained a Signing Page Trail which showed that the Respondent had been requested on 6 March 2020 to add her signature to it electronically and that she had clicked the Report Signing Page on 9 March 2020.
13. On 7 June 2021, the Respondent's representatives made written representations to the Tribunal. At that stage, they had not seen the documentation provided by the Applicant's representatives. They asked to Tribunal to require an inspection of the Property, arguing that where a Respondent has claimed that an Applicant has continually failed to comply with the repairing standard, such an inspection was necessary for the purpose of the Tribunal exercising its functions pursuant to Regulation 20 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the 2017 Regulations"), and that it was material to a just determination of whether rent was lawfully due. The Respondent's representatives also contended that the rent or part thereof was not lawfully due on account of extensive, unresolved dampness and disrepair issues during the tenancy, for which the Respondent was claiming an abatement of rent, and damages for losses sustained by the Respondent and her family. The Respondent also sought to counterclaim in respect of alleged wrongful

termination without an Eviction Order, the termination having been founded upon a defective Notice to Leave and damages in respect of an alleged illegal holding deposit having been charged by the Applicant as a condition of granting the tenancy.

14. The Respondent stated that the date of entry referred to in the Notice to Leave, served on or about 6 March 2020 was incorrect and that she had been misled into ceasing to occupy the Property. Accordingly, an offence had been committed under Section 58 of the Private Housing (Tenancies) (Scotland) Act 2016. The Respondent had also been required to pay a deposit of £625 and the Applicant had charged the Respondent an illegal holding premium of £200, requiring that payment before the tenancy could be secured. It was submitted that this was an offence under Section 20(1) of the 2016 Act, pursuant to Section 82(3) of the Rent (Scotland) Act 1984. The Respondent was counterclaiming damages in respect of said offence and breach of contract.
15. The Respondent had not been provided with an Inventory when she took entry to the Property, pursuant to Clause 25 of the tenancy agreement. Accordingly, there was no evidence pertaining to the condition of the Property and its contents prior to the Respondent taking entry and no basis for the claim that damage to the cooker and flooring was the responsibility of the Respondent. The Applicant had provided no photographic evidence to vouch the claims that the damage was caused by the Respondent.
16. On or about 22 April 2020, the Respondent had reported issues with dampness and disrepair within the Property and that she had found mould in a cupboard and under her bed. She had reported that she suffered from asthma and that her symptoms had significantly worsened after she had moved into the Property, and there was a direct correlation between her decline in health and the dampness and disrepair within the Property. No action had been taken by the Applicant or her agents to resolve these issues during the course of the tenancy, despite various later emails from the Respondent in which she stated that she had received advice that the likely cause of the dampness was the lack of vents in the windows, that for security reasons, she could leave the windows open, the Property being a ground floor flat, that she had suffered financial loss of around £2,000 in respect of damaged personal possessions that she had had to discard, and that she had no effective use of the bedroom, as it was no longer fit for sleeping in. She reported ongoing prejudice to her health and that of her child.
17. On or about 7 July 2020, the Respondent had reported to the Applicant's agents that there was a problem with the linoleum flooring in the kitchen, caused by its having been incorrectly fitted. It represented a tripping hazard. She had also reported a problem with a defective wardrobe and condensation affecting the bathroom window. She had said that she would be withholding rent until her request for repairs had been addressed. The Applicant's representatives had responded that the reason for not carrying out the repairs was that the Applicant intended to move back into the Property. On or about 23 July 2020, the Respondent had provided the Applicant's agents with

photographs of the defective wardrobe and the kitchen flooring. She had repeated her concerns on or about 17 November 2020.

18. Eviction proceedings had been commenced against the Respondent and she had vacated the Property on 2 December 2020. It was submitted that these proceedings had been raised on the basis of a defective Notice to Leave.
19. The Respondents' representatives argued that the Applicant had a duty to carry out such work as was necessary to make the Property meet the repairing standard, to keep it in a condition which was tenantable and habitable, and to carry out all repairs within a reasonable period of time of becoming aware that they were required. The Applicant had failed in those duties and had failed to act in line with her duties under Clause 18 of the tenancy agreement. The Respondent was claiming an abatement of rent as she had not enjoyed what she had contracted to pay rent for.
20. The Respondent's representatives provided, with their written representations, copies of the email chains to which they had referred, a copy Notice to Leave, dated 6 March 2020, which stated that the Respondent had lived in the Property since 6 November 2020 and that the Ground on which an Eviction Order would be sought was that the Applicant landlord intended to live in the Property, and an email dated 23 March 2020 from the Applicant's letting agents to the Respondent, stating "As we held the holding deposit (£200) we have sent this...to the deposit scheme." Other emails from the Applicant's agents stated, *inter alia*, on 8 July 2020, that mould had never been an issue in the Property in the two years that it had been let out prior to the Respondent moving in, and on 6 August 2020, that the main reason "the multiple repairs" (the letting agents' parenthesis) to which the Respondent had referred had not been treated with urgency was that the Notice to Leave expired on that day, the second reason being that the repairs requested were not affecting the way the Property was lived in, citing water, heating, washing facilities. In her email to the letting agents of 7 July 2020, the Respondent did not say that she was withholding rent. She did, however, state that she would not be responding to any of the emails regarding rent until the issues reported by her had been addressed.

### **Second Case Management Discussion**

21. The second Case Management Discussion was held by means of a telephone conference call on the morning of 15 June 2021. The Applicant was represented by Ms Swira and the Respondent by Mr Chaudry.
22. The Legal Chair began proceedings by addressing certain elements of the Respondent's written representations relating to counter-claims. He told the Parties' representatives that the Tribunal would not consider the allegation that an illegal holding deposit had been charged, as, if established, it would constitute a criminal offence and Section 14(3) of the Housing (Scotland) Act 2014 specifically excluded from the Tribunal's jurisdiction "any function or jurisdiction relating to the prosecution of, or the imposition of a penalty for, a criminal offence". The Tribunal was also not prepared to consider as a counterclaim the question of whether the Respondent had been wrongfully

evicted as a result of a defect in the Notice to Leave. Such a claim would have to proceed by way of a separate application by the Respondent under Section 58 of the 2016 Act and Rule 110 of the 2017 Regulations. The Tribunal had, from its own enquiries, ascertained that an application for an Eviction Order had been made to the Tribunal, but had subsequently been withdrawn.

23. The Legal Chair also told the Parties that he would not be making a determination as to whether the Property met the repairing standard and that he was not persuaded by the Respondent's representatives' request that the Tribunal should inspect the Property. It was now six months since the Respondent had vacated the Property and an inspection at this stage would serve no purpose, as the Tribunal could not, following such an inspection, speculate on the condition of the Property six months ago. Further, the Tribunal had before it the empirical evidence of a check-out inspection, which provided the best evidence of the state of the Property in December 2020. The Tribunal noted the contention of Mr Chaudry that if, at an inspection, the Tribunal had found that the alleged defects still existed, that would be significant evidence in favour of the Respondent but was not persuaded to alter its view on the matter. Mr Chaudry also expressed the view that the Check-out Report was not independent.
24. The Legal Chair drew Mr Chaudry's attention to his client's email of 7 September 2020 and he accepted that it did not, as indicated in the written representations, say that the Respondent was withholding rent. He also confirmed that the advice given to his client as to the likely cause of dampness had not followed a formal inspection and had not been followed up by a written report.
25. Ms Swira told the Tribunal that she had been advised by the Applicant that she had not experienced any dampness issues since moving back into the Property and that no claim had been made during the tenancy in respect of damage to the Respondent's personal possessions. She also said that her client had advised her that requests for access to the Property had been made when the alleged defects were reported. Mr Chaudry countered that, had that been the case, he would have expected the Applicant to provide evidence, such as copies of relevant emails.
26. The Parties' representatives made no further submissions in relation to the allegation of dampness in the Property, beyond those in their written representations and those made at the Case Management Discussion.
27. With regard to the Applicant's claim to recover the cost of a new cooker, the Respondent's representative told the Tribunal that the photographs in the Check-out Report did not give a clear indication as to the degree of deterioration during the tenancy and that there was no indication that the cooker had not been working. In the absence of clear evidence to the contrary, he invited the Tribunal to hold that any deterioration was the result of fair wear and tear and, not, therefore, something that the Respondent was obliged to rectify. Ms Swira accepted that the relevant photograph of the cooker in the Check-out Report was very small, but contended that there was

an obvious deterioration in its condition. It was the duty of a tenant to take reasonable care to ensure that the cooker was, at the end of the tenancy, in as close a condition as could be to what it was at the outset.

28. In relation to the floorcovering in the kitchen, the Parties were agreed that there was no doubting that it had become defective during the tenancy. Mr Chaudry, for the Respondent, repeated his client's view that it had not been properly fitted in the first place and that this was, at least, a contributory element in its deterioration. Ms Swira told the Tribunal that there was a clear defect and that it would be for the Tribunal to determine whether the Respondent's explanation was reasonable.
29. The Tribunal then invited the Parties' representatives to make any final points. Ms Swira stated that she had nothing to add to the evidence already before the Tribunal. Mr Chaudry said that there was a possibility that he might be able to obtain from the Respondent some further photographic evidence, but the Tribunal decided that, as the Parties had had ample time, following on the Tribunal's clear Directions of 13 May 2020, to provide any documentation on which they intended to rely, it was not prepared to permit a further continuation.

### **Reasons for Decision**

30. Rule 17 of the 2017 Regulations provides that the Tribunal may do anything at a Case Management Discussion which it may do at a Hearing, including making a Decision. The Tribunal was satisfied that it had before it all the information and documentation it required to enable it to decide the application without a Hearing.
31. There was no dispute as to the amount of rent that had been paid during the tenancy and the Applicant provided the Tribunal with a Rent Statement showing that, at its termination, there was £3,125 in arrears. There fell to be deducted from that the sum of £625, as the tenancy deposit had been returned in full to the Applicant by My Deposit Scotland. The sum sought in respect of rent was, therefore, £2,500 and the only issue for the Tribunal to determine was whether any abatement of rent should be made, having regard to the repairs issues reported by the Respondent and the response of the Applicant, via her agents.
32. The Tribunal considered carefully the contents of the email exchanges between the Respondent and the Applicant's letting agents. The tenancy began on 6 March 2020. On 22 April, the Respondent notified the Applicant's agents about issues she had with dampness in the Property and informed them of her health condition. She said that there was mould growing up the wall within the cupboard and under her bed. On the following day, the letting agents accepted that it was important to try and find the source of the moisture that was causing mould growth and sought further details from her, suggesting that in the meantime she should bleach or wash down the affected areas and air her mattress by lifting it off the bed. They stressed the importance of proper ventilation, urging her to ventilate the Property as much

as she could during the daytime. On 1 May, the Respondent told the letting agents that she had contacted a dampness and mould expert, who had said that the cause of the mould was that there were no vents in the windows and the wall inside the cupboard was not insulated. The Respondent added that she had had to throw out shoes, trainers and bags and that they had not been cheap.

33. On 6 May, the letting agents asked the Respondent for details of the specialist to whom she had spoken. There was no evidence that the Respondent provided the agents with that information. On 3 June, 2 and 6 July, the letting agents emailed the Respondent looking for an update on her present circumstances, although these emails concerned mainly arrears of rent. On 7 July, the Respondent set out again the issues she was having with dampness and the adverse effect this was having on her and on her son. She repeated that she was also at a financial loss as she had had to discard possessions that had been affected by the dampness. She stated that she would have to keep the windows open all day to avoid the condensation issues and that this would be a risk to their safety as the flat was on the ground floor. She added that she would not be responding to any of the emails regarding rent until the issues had been addressed and that she had been issued with medication to support her mental health through this time. It was in this email that the Respondent advised the letting agents of the problem with the linoleum in the kitchen and a further issue relating to the sliding doors in the wardrobe.
34. On 8 July, the letting agents said that they had been waiting for the Respondent to get back to them about the arrears of rent and that, in their last telephone conversation in April, they had asked the Respondent to monitor the mould situation and to get back to them if it worsened. They said that mould had never been an issue in the Property before and it had been let out for two years prior to the present tenancy. They accepted that the windows might have to be looked at but said that it was hard to have such work carried out due to the current COVID-19 situation. They stressed the need for proper ventilation and suggested the use of certain products when cleaning the affected area.
35. On 8 July, the Respondent replied, saying that her email of the previous day was the third time she had contacted the agents about the mould situation. She had sent photographs showing how bad it was and had made them aware of the impact it was having on her health. Later that day, the Respondent's agents told her that, if she could send some updated photographs, they could, as a temporary measure, look at having the affected areas cleaned down and treated and painted, now that lockdown measures had eased slightly. They would, however, only do this if she agreed. They asked for photographs of the kitchen floor area and said that it had been practically impossible for the Applicant landlord to change windows or carry out major repairs, adding that she was expecting to move back in too.
36. The Respondent sent the agents photographs on 23 July. These were acknowledged by the letting agents who said they would pass them on to the Applicant. They reminded the Respondent that the Notice to Leave was due



to expire soon and asked if she was any further forward in her search for a new home. She then replied to say that the Council's homeless team had not been in contact with her.

37. On 6 August, the Respondent referred in an email to "multiple repairs" and asked for an update. The Applicant's agents responded later that day, saying that the "multiple repairs" had not been treated with urgency because they were expecting the Respondent to vacate the Property, as the Notice to Leave expired on that day, and as the issues complained of were not affecting the way the Property was lived in. The Respondent replied that she did not have the use of the bedroom and was paying rent for a room she could not use. Later that day, the agents asked for updated photographs and again stated that, as it had not been an issue before, it was likely that it was due to inadequate ventilation of the Property and the fact that the windows might not have vents, but that most of these problems could be monitored and kept at bay by wiping and disinfecting.
38. There does not appear to have been any email communication after that until 6 November, when the Applicant's agents asked for an update on the Respondent's circumstances regarding finding alternative accommodation and asked her to contact them to arrange for them to have a quick look round the Property during that week. They reminded her there were rent arrears of £3,125. The Respondent replied that she was self-isolating but would be moving out as soon as that was over. She said that the flat was "riddled with damp and mould". She hoped to vacate the Property on 1 December and did so on 2 December 2020.
39. The Tribunal, having reviewed all the correspondence, could understand the frustration of the Respondent that, having reported dampness issues in April 2020, nothing had been done by the time she moved out on 2 December. The Tribunal accepted, however, that for some months during 2020, it would not have been permissible for the Applicant's agents to inspect the Property or to have any remedial work carried out. That said, the agents could, and in the opinion of the Tribunal, should have been more pro-active when lockdown restrictions eased, because the Respondent had advised them that she had asthma and that her health was being detrimentally affected. It was also not an acceptable excuse that they believed the Respondent would shortly be vacating the Property and that the Applicant would be moving in. They should have arranged to inspect the Property whenever the easing of lockdown restrictions permitted, although the Tribunal did accept that they had suggested temporary measures, including ventilation and cleaning, to keep the reported dampness and mould problem at bay.
40. The Tribunal was not in a position to determine the cause of the mould issue. The Respondent had not provided any written report, or even a less formal emailed opinion from the specialist to whom she had spoken and, in her emails had said that she had sent photographs to the specialist, following which the advice had been given. The Applicant's agents had repeatedly advised the Respondent of the need for adequate ventilation and had suggested the use of certain materials when cleaning the affected area.

41. The Tribunal could not, however, ignore the Check-in and Check-out Reports in respect of the Property. The Respondent had seen and accepted the Check-in Report, which made no mention of dampness or condensation, and which showed the cooker and the kitchen flooring to be in good order. The Check-out Report, dated 11 December 2020 made reference to “minor mould patches” in the built-in wardrobe in the bedroom but made no mention of any mould issues elsewhere. The Tribunal noted the comment by Mr Chaudry that the Check-out Report could not be regarded as independent but could think of no reason why more widespread dampness issues would not have been mentioned in the Report, had these been evident in the Property only a few days after the Respondent vacated it. The agents had stated that they believed the issues with the cooker and the kitchen floor were attributable to the Respondent and it was not credible that they would have chosen to ignore problems with damp and mould.
42. The view of the Tribunal was that the Check-out Report represented a contemporaneous assessment of the condition of the Property at the termination of the tenancy and that the contention of the Respondent that the flat was “riddled with damp and mould” had not been substantiated. The Check-out Report was the best evidence available to the Tribunal as to the condition of the Property, the kitchen floorcovering and the cooker, at the end of the tenancy, the photographs in the Report being dated 5 December 2020, three days after the Respondent left. The Applicant’s agents should have proactively sought to at least carry out an inspection when circumstances permitted, but the Tribunal accepted that, for much of the period from April 2020, it would not have been possible to investigate the reported problem and, if necessary, carry out remedial work. Accordingly, the Tribunal was not persuaded that the Respondent’s claim for an abatement of rent should be upheld.
43. The Tribunal noted that the Respondent claimed to have lost financially through having had to discard personal possessions affected by dampness, but, apart from a statement in an email that she had lost shoes, trainers and bags that had not been cheap, she had provided no evidence to support the claim and no vouching in respect of any costs that she had incurred. Accordingly, the Tribunal did not uphold any counterclaim in this regard.
44. With regard to the cooker, the Tribunal noted the comments in the Check-out Report that there appeared to be damage to all four rings, but there was no indication that the cooker did not still work properly, and the Tribunal was unable from the photograph in the Check-out Report, to determine that any deterioration was attributable to misuse and could not be put down to fair wear and tear. Accordingly, the Tribunal refused the Applicant’s claim insofar as it related to the cost of a replacement cooker.
45. The final matter for the Tribunal to consider was the vinyl floorcovering in the kitchen. The Tribunal compared the photographs in the Check-in and Check-out Reports. There was no doubting that its condition had deteriorated significantly during the tenancy, and this was not disputed by the Respondent,

but the Parties were not in agreement as to the cause. The Applicant's view, as expressed in her agents' Check-out Report, was that it the problem "looked like" it had been caused by something, such as the fridge or oven, having been moved. The Respondent had stated when she reported the problem that it had been incorrectly fitted. The Tribunal was unable to prefer either Party's evidence over that of the other Party, so could not make a finding that it was a matter that should be rectified at the Respondent's expense. Accordingly, the Tribunal refused the Applicant's claim for the cost of replacing the floorcovering.

46. The sum sought by the Applicant, net of the deposit was £2,984. This included £349 for a replacement cooker and £135 for the supply and fitting of replacement vinyl in the kitchen. The Tribunal had refused to make an award in respect of these two items, so the amount to be included in the Order for Payment was £2,500, comprising the rent arrears (net of the tenancy deposit).

### **Decision**

47. The Tribunal determined that the application should be decided without a Hearing and made an Order for Payment by the Respondent to the Applicant of the sum of £2,500.

### **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.

Since an appeal is only able to be made on a point of law, a party who intends to appeal the tribunal's decision may wish to request a Statement of Reasons for the decision to enable them to identify the point of law on which they wish to appeal. A party may make a request of the First-tier Tribunal for Scotland (Housing and Property Chamber) to provide written reasons for their decision within 14 days of the date of issue of this decision.

Where a Statement of Reasons is provided by the tribunal after such a request, the 30 day period for receipt of an application for permission to appeal begins on the date the Statement of Reasons is sent to them.

**G. C**

George Clark  
Legal Member/Chair

15 June 2021  
Date