

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Homeowner Housing Panel) issued under Section 26 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules') in an application under section 17 of the Property Factors (Scotland) Act 2011 ('The Act').

Chamber Ref:FTS/HPC/PF/23/1441

2/1, 82 London Road, Glasgow, G1 5NP ('the Property')

The Parties:

Alexnader Mlandenov residing at 2/1, 82 London Road, Glasgow, G1 5NP ('the Homeowner')

Thenue Housing Association Limited ('the Factor')

Tribunal members:

Jacqui Taylor (Chairperson) and David Godfrey (Ordinary Member).

Decision of the Tribunal

The Tribunal determines that the Factor has failed to comply with the Property Factor duties and sections OSP11, 2.7 and 5.3 of the Code of Conduct.

The decision is unanimous.

Background

- 1.The Homeowner purchased his property **2/1, 82 London Road, Glasgow, G1 5NP** on 11th December 2020 ('the Property'). The Property is a second floor flat within a block, containing eight flats.
2. Thenue Housing Association Limited are factors of the Property and were registered as a property factor on 1st November 2012. They have been factors of the Property since it was built in 2002.
3. By C2 application dated 7th May 2023 the Homeowner applied to the Tribunal for a determination that the Factor had failed to comply with property factor duties and the following sections of the 2021 Property Factor Code of Conduct ('The Code'):

- OSP 2 and OSP 11
- Section 2: Communications and Consultation.

Sections 2.4 and 2.7

- Section 3: Financial Obligations.

Section 3.1 and 3.2

- Section 5: Insurance.

Sections 5.3 and 5.10

4. The application had been notified to the Factor.

4.1 The letter of notification from the Homeowner to the Factor in relation to complaints arising from an alleged breach of the Code dated 1st March 2023 stated that the breaches were:

‘Failing to provide a required annual insurance statement for 2022 to homeowners; failing to answer a pertinent financial enquiry within reasonable timescales on several and consecutive instances throughout the fourth quarter of 2022; ignoring good practice for buildings insurance re valuations; failing to demonstrate a full transparent account of how insurance charges apportioned to homeowners were calculated and claiming to keep no record of the building insurance reinstatement valuations based upon which homeowners’ properties were insured and charged for.’

4.2 The letter of notification from the Homeowner to the Factor in relation to complaints arising from an alleged breach of the Property Factor duties dated 1st March 2023 stated:

‘Failing to answer a pertinent financial enquiry within reasonable timescales on several and consecutive instances throughout the fourth quarter of 2022; failing to provide a required annual insurance statement for 2022 to homeowners; acting against homeowners’ best interests by lack of transparency, record- keeping and due diligence surrounding the accuracy of insurance valuation figures used to justify charges to homeowners.’

5. By Notice of Acceptance by Josephine Bonnar, Convener of the Tribunal, dated 30 May 2023, she intimated that she had decided to refer the application (which application paperwork comprises documents received on 9 May 2023) to a Tribunal.

6. A virtual Case Management Discussion (‘CMD’) took place in respect of the application on 18th September 2023.

The Homeowner attended.

Barry Allan, the Factor's director of finance and Ms Helen Sutherland, the Factor's financial manager attended together with their representative Claire Mullen, solicitor, TC Young Solicitors.

6.1 The parties' oral and written representations in relation to the application are as follows:

OSP2. You must be honest, open, transparent and fair in your dealings with homeowners.

The Homeowner's representations:

The Homeowner explained that he had asked the Factor for details of the base insurance reinstatement value estimate and details of the inflation index used by the Factor to calculate the reinstatement value of the Property for insurance purposes. It took the Factor 73 days and a formal complaint before they provided details of the inflation index. The Factor has not provided details of the base insurance reinstatement value estimate as they say that they have no record of it.

The Factor's representations:

While the Factor accepted had it failed to respond within the timescales set out in its Written Statement of Service. The Factor denied that the content of its communications with the Homeowner were not honest, open, transparent and fair.

Ms Mullen referred the Tribunal to the email from the Factor to the Homeowner dated 1st September 2022. The letter provided the Homeowner with insurance details available to the Factor at that time including the index linking amount of 8.1% and the updated sum insured figure of £187,785.

The Homeowner replied by email dated 3rd September 2023 and asked for details of the specific index.

The Factor replied by email dated 3rd October explaining that the index was an index provided by the Royal Institute (sic) of Chartered Surveyors.

Ms Mullen acknowledged that the information provided by the Factor in their email dated 3rd October 2022 did not provide the Homeowner with the information he was looking for but disputed the suggestion that the Factor had not been honest, open, transparent and fair. The Factor provided the Homeowner with details of the inflation index used in their letter dated 15th November 2022 which was a letter by the Factor to the Homeowner in response to his formal complaint. That letter states that the Factor had just received details of the BICS House Rebuilding Cost Index from their insurers by email and they provided the Homeowner with a link to the index. Ms Mullen advised that the Factor had provided the Homeowner with information they had available to them.

The Tribunal's decision:

The Tribunal find as a matter of fact that the Factor provided the Homeowner with the details of the specific index used by their insurers to calculate the reinstatement value of the Property by letter dated 15th November 2022 once they had received the information from their insurers.

The Tribunal also find as a matter of fact that the Factor does not have details of the base insurance reinstatement value estimate from when the Property was first completed twenty years ago.

The Tribunal do not find that the Factor was not honest, open, transparent and fair in relation to the information they provided to the Homeowner regarding the specific index used by their insurers to calculate the reinstatement value of the Property and the base insurance reinstatement value estimate from when the Property was first completed twenty years ago. The Factor had provided the Homeowner with the information they had available to them.

The Tribunal determine that the Factor has not breached OSP 2 of the Code.

OSP11. You must respond to enquiries and complaints within reasonable timescales and in line with your complaints handling procedure.

The Homeowner's representations:

The Factor breached OSP 11 on four occasions between September and October 2022. The copy emails lodged in productions by the Homeowner were as follows:

3rd September 2022: The email from the Homeowner to the Factor which asked for details of the specific index they were referring to.

3rd September 2022: The automated email from the Factor to the Homeowner which stated that the writer was on annual leave and stated that he would reply when he returns on 5th September 2022.

24th September 2022: The email from the Homeowner to the Factor which chased up a response.

3rd October 2022: The email from the Factor to the Homeowner which advised that the index was provided by the Royal Institute (sic) of Chartered Surveyors (RICS).

3rd October 2022: The email from the Homeowner to the Factor which advised that the Factor had not fully answered his question as he was looking for the official name and data of the index provided by RICS.

3rd October 2022: The automated email from the Factor to the Homeowner which stated that the writer was on annual leave and he would reply when he returned on 24th October 2023.

24th October 2023: The email from the Homeowner to the Factor which chased up a response.

28th October 2023: The email from the Factor to the Homeowner which apologized for the delay in replying and explained that the writer had just returned from annual leave. He advised that he would speak to the head of finance when he was in the office on Tuesday and would reply then.

15th November 2022: The email from the Factor to the Homeowner with their response to the stage One complaint attached. The response included details of the BCIS House Rebuilding Cost Index and provides a link to the index and explains that the link will give inflationary figures for between 2016- 2022.

The Factor's representations:

The Factor accepted breach of OSP11 as they had failed to respond to the Homeowner's enquiries dated 3 September and 3 October 2022 within the timescale set out in its Written Statement of Services. The Factor has apologised for this error which resulted owing to annual leave and extra workload following said leave. The Factor has appointed a factoring assistant with a view to avoiding delays associated with annual leave going forward. The Factor credited the Homeowner's account with £40 as a result of its errors. The gesture is adequate recompense in connection with this breach.

The Tribunal's decision:

The Tribunal makes the following findings in fact:

The Factor's Written Statement of Services at the paragraph headed 'Communication' states:

'The Factor will respond to emails within 5 working days.

If a full response is likely to take longer the Factor will acknowledge the correspondence within 5 working days.

The Factor will issue an automated out of office response during periods of absence which will state the time period for a response.'

The Factor provided a substantive reply to the Homeowner's emails dated 3rd September 2022 and 24th September 2022 on 3rd October 2022.

The Factor provided a substantive reply to the Homeowner's emails dated 3rd October 2022 and 24th October 2022 on 15th November 2022.

The Factor took longer than five working days to provide the Homeowner with a substantive response to his emails dated 3rd September 2022, 24th September 2022, 3rd October 2022 and 24th October 2022.

Accordingly, the Tribunal determine that the Factor has breached OSP 11.

Section 2: Communications and Consultation.

2.4 Where information or documents must be made available to a homeowner by the property factor under the Code on request, the property factor must consider the request and make the information available unless there is good reason not to.

The Homeowner's representations:

The Factor did not provide details of the original reinstatement value (amount and date) which the Factor has been applying the BICS index to.

The Factor's representations:

All information requested by the Homeowner has been provided.

The Tribunal's decision:

The Tribunal find as a matter of fact that the Factor does not have details of the original reinstatement value (amount and date) which the Factor has been applying the BICS index to. The information was twenty years old and there is no requirement in either the Code or the Factor's Written Statement of Services for the Factor to provide this information.

The Tribunal determine that the Factor has not breached section 2.4 of the Code of Conduct.

2.7 A property factor should respond to enquiries and complaints received orally and/or in writing within the timescales confirmed in their WSS. Overall a property factor should aim to deal with enquiries and complaints as quickly and as fully as possible, and to keep the homeowner(s) informed if they are not able to respond within the agreed timescale.

The Homeowner's representations: The Factor did not respond to enquiries and complaints within the timescales confirmed in the Factor's written statement of services. He referred the Tribunal to the detail of his complaint under OSP 11.

The Factor's representations:

The Factor accepted breach of section 2.7 of the Code. The Factor has apologized to the Homeowner and the sum of £40 has been credited to the Homeowner's account.

The Tribunal's decision:

The Tribunal refers to their decision under OSP11 when they determined that the Factor took longer than five working days to provide the Homeowner with a substantive response to his emails dated 3rd September 2022, 24th September 2022, 3rd October 2022 and 24th October 2022.

The Tribunal determine that the Factor has breached section 2.7 of the Code.

Section 3: Financial Obligations.

3.1 While transparency is important in the full range of services provided by a property factor, it is essential for building trust in financial matters. Homeowners should be confident that they know what they are being asked to pay for, how the charges were calculated and that no improper payment requests are included on any financial statements/bills. If a property factor does not charge for services, the sections on finance and debt recovery do not apply.

The Homeowner's representations: The Homeowner explained again that his complaint is that the Factor failed to provide details of the original reinstatement value (amount and date) which the Factor has been applying the BICS index to. The Factor threatened to charge the Homeowner with the cost of a revaluation report. This threat was inappropriate. The revaluation report will be relevant to the basis on which future insurance is arranged. However, it does not assist in determining if the insurance revaluation figures used in 2020, 2021 and 2022 are correct. Had the Factor been able to provide the details of the original reinstatement value there would have been no need for a revaluation. The Factor has failed to demonstrate a full transparent account of how insurance charges apportioned to homeowners were calculated.

The Homeowner referred the Tribunal to the revaluation figures in the correspondence and reports he had produced:

16th December 2020: letter from the Factor to the Homeowner advising that the current sum insured was £165,285.

11th December 2020: Home Report revaluation figure £136,000.

31st March 2021: letter from the Factor to the Homeowner advising that the current sum insured was £173,747.

14th April 2022: Valuation Report for mortgage purposes values the property at £128,000.

15th November 2022: letter from the Factor in response to his complaint which states that the sum insured is £187,785.

27th March 2023: Insurance Reinstatement Valuation by Nixon states that the BCIS values are as follows:

BCIS value of the flats: £1,535,000

BCIS value of the garages: £106,000

Total: £1,641,000

Reinstatement Value of Flat 2/1, £205,125.

27th April 2023: letter from the Factor to the Homeowner advising that the current sum insured was £205,125.

30th March 2023: Home Report for a neighbouring property details the estimated reinstatement cost to be £150,000.

In summary he advised that there are significant differences between the insurance values provided by the Factor and the Home Report figures he has provided. He said this was particularly the case where the BCIS index was applied

The Homeowner also acknowledged that the garages have not been included in all of the valuations he has produced however the Home Report produced does refer to the garage. He advised that the Home Reports that have been produced are valid valuations for insurance purposes.

.

The Factor's representations:

The Factor acknowledged that owing to an IT error it failed to provide an annual summary of cover. Nonetheless, on 1 September 2022 the Factor confirmed to the Homeowner the annual premium and how the charges were calculated. The Homeowner suggests the Factor has failed to be transparent regarding how insurance charges were calculated. It is the Factor's position that it has been entirely transparent in this regard. Further, it has confirmed it does not retain records of the initial reinstatement valuation from 2003. The Factor's Written Statement of Service confirms revaluations will not be undertaken. The Homeowner, without foundation, asserts that the property has been over insured resulting in the Homeowner's financial disadvantage. There is no evidence to support this position. Indeed, with a view to resolving matters the Factor, at its own cost, the Homeowner being unwilling to pay for same, undertook a revaluation of the Property. The valuation report is produced and referred to for its terms. The valuation does not support the property was over insured. Further, Clause 5 of the Title Conditions

confirms the Property Factor is empowered to determine the amount of insurance. Accordingly, the Tribunal is invited to reject this aspect of the complaint.

In connection with the revaluation report dated March 2023 prepared by Nixon Ms Mullen confirmed that the surveyor had physically inspected the property. Also, the Factor had not used the survey company Nixon in the past and there was no tendering process used before the report was instructed. Nixon valued the whole property and the value attributed to the Homeowner's Property was a one eighth share of the whole figure.

Ms Mullen stated that the valuations referred to by the Homeowner that were prepared for lending purposes were not valuations for insurance purposes. The 2019 survey does not include a valuation of the whole common parts of the Property including garages. Any valuation that does not value the whole block is irrelevant.

Ms Mullen stated that the legal principle *Ominia Praesumuntur rite et doctè probetur in contrarium solenniter esse acta* applies. This is the presumption that all acts are presumed to have been done rightly and regularly unless the contrary is proven. She acknowledged that the base value has not been provided but the Homeowner has not provided any evidence that the valuations based on the base value are inaccurate.

Ms Mullen sent a copy of the title sheet for the Property (GLA165694) to the Tribunal and the Homeowner during the hearing. She referred to the following sections of the title sheet:

Page 6:

Parts Common To Close 3" means and includes the following parts of that part of the property entering from 82 London Road:- the entrance halls and porches and all common halls, stairways and landings and the walls enclosing the same, lighting equipment for all entrance halls, stairs and landings and any door entry and any common alarm system, the front close door, the window frames and window glass of the common halls or landings or entrances, all other window frames (but not window glass therein or any window frames or glass therein deemed by the Factor acting reasonably to be an integral part of the fabric and structure of the main buildings), the staircase with the stairs, stair landings, stair windows, stair finishes, stair railings, wall and floor finishes and ceilings enclosing the entrance hall and staircase, main water supply pipes including main risers and lateral mains and all

branch pipes leading to individual dwellinghouses (excepting branch pipes in so far as enclosed within any individual dwellinghouse), and overflows, electrical switchgear and all main electric cables (excepting electric cables as far as enclosed within and serving any dwellinghouse), main gas supply pipes and branch pipes and duct ventilation for gas supply (except in so far as such branch pipes or duct ventilation are situated within and serve any dwellinghouse), the common raised backcourt area tinted green on said Plan , the supporting elements of the said raised backcourt area including the bin stores, the garage spaces beneath, the access staircase to the garage space, and the garage door.

Page 12:

The Factor shall effect insurance of the Property against damage or destruction by fire and other risks normally covered by comprehensive insurance for the full replacement value of all buildings and erections on the Property including the Common Parts. The amount for which such insurance is effected shall be determined from time to time by the Factor but the proprietor or proprietors of any dwellinghouse in the Property, if he or they consider that such an amount is excessive or inadequate, shall be entitled to have the amount fixed by the Arbiter.

Ms Mullen emphasized that the Homeowner's Property includes the common parts that are detailed in the Title Sheet. When assessing the value of the Property for insurance purposes the value of the whole block must be considered. The Homeowner is liable for a one eighth share of the insurance premium of the whole block.

The Tribunal's decision:

The Tribunal find as a matter of fact that the title of the Property 2/1, 82 London Road, Glasgow, G1 5NP includes the common parts that pertain to close 3 as detailed above.

The Tribunal find as a matter of fact that the Factor's written Statement of Services states under the paragraph headed 'Insurance' that they will not carry out insurance revaluations.

As already stated under OSP 2, the Tribunal find as a matter of fact that the Factor does not have details of the base insurance reinstatement value estimate from when the Property was first completed twenty years ago.

The Tribunal determine that the fact that the Factor does not have details of the original reinstatement value (amount and date) which the Factor has been applying the BICS index to is not a breach of section 3.1 of the Code.

The Tribunal determine that the fact that the Factor asked the Homeowner if he wished them to arrange a revaluation survey is not a breach of section 3.1 of the Code.

The Homeowner has stated that the reinstatement insurance value of the Property arranged by the Factor is too high. The Tribunal accept that the valuations provided by the Homeowner show lower insurance reinstatement values than the insurance reinstatement values used by the Factor in the common insurance policies they have arranged. The Valuations provided by the Homeowner do not make it clear that they include the common parts of the Property in their entirety. The insurance arranged by the Factor is insurance of the whole building of which the Homeowner's Property forms part. Clause 5 of the Deed of Conditions places an obligation on the Factor to insure the Property including the common parts and states that the sum insured shall be determined by the Factor.

Section 3.1 of the Code requires the Factor to be transparent in financial matters. The Tribunal determine that the Factor has been transparent in relation to providing the Homeowner with details of the buildings insurance policy they arrange. They have provided the Homeowner with the reinstatement insurance values. They have provided the Homeowner with the index that is applied to the reinstatement values. They have provided the Homeowner with the insurance valuation by Nixons dated 27th March 2023 which confirms that the current sum insured of £205,125 is correct.

Section 3.1 of the Code also requires that the Factor does not make any improper payment requests of the Factor. The valuations provided by the Homeowner do not explicitly confirm that they include insurance of all the common parts. The fact that the insurance reinstatement value provided by the Factor is higher than the Homeowner's figures does not result in the Factor making improper payment requests. The Tribunal determine that there has been no breach of section 3.1 of the Code of Conduct.

The Tribunal notes that Clause 5 of the Deed of Conditions provides that if a proprietor considers the amount to be excessive, they are entitled to have the sum insured fixed by the arbiter.

3.2 The overriding objectives of this section are to ensure property factors: • protect homeowners' funds; • provide clarity and transparency for homeowners in all accounting procedures undertaken by the property factor; • make a clear distinction between homeowners' funds, for example a sinking or reserve fund, payment for works in advance or a float or deposit and a property factor's own funds and fee income.

The Homeowner's representations:

The Factor was not clear and transparent in relation to the apportioning of insurance charges.

The Factor's representations:

The Factor denied breaching section 3.2 of the Code and referred to their representations in relation to section 3.1 of the Code.

The Tribunal's decision:

The Tribunal do not accept the Homeowners claim that the Factor has not been clear and transparent in relation to apportioning insurance charges as explained under the decision in relation to section 3.1 of the Code. The Tribunal determine that there has been no breach of section 3.2 of the Code of Conduct.

Section 5: Insurance

5.3 If the agreement with homeowners includes arranging any type of buildings or contents insurance, the following standards will apply:

A property factor must provide an annual insurance statement to each homeowner (or within 3 months following a change in insurance provider) with clear information demonstrating:

- the basis upon which their share of the insurance premium is calculated;
- the sum insured;
- the premium paid;
- the main elements of insurance cover provided by the policy and any excesses which apply;
- the name of the company providing insurance cover; and
- any other terms of the policy.

This information may be supplied in the form of a summary of cover, but full details must be made available if requested by a homeowner.

The Homeowner's representations:

The Factor failed to issue the summary of cover to the Homeowner. Also, the Homeowner questioned how can the Factor say that they have been transparent when they have been unable to produce details of the base insurance valuation.

The Factor's representations:

The Factor failed to provide the Homeowner with the annual summary of cover. It is the Factor's process to issue this to homeowners annually. On investigation, following the Homeowner's complaint on 26 August 2022, the Factor discovered an IT error which resulted in a failure to issue the annual summary of cover to the Homeowner. The Factor apologized for this oversight on 1 September 2022 and sought to provide the Homeowner with the information required to explain the increase. The increase in the premium equated to £2.48 per month. The Factor credited the Homeowner's account with £40 as a result of its errors. It is submitted said gesture is adequate recompense in connection with breach of section 5.3 of the Code.

The Tribunal's decision:

The Tribunal find as a matter of fact that the Factor failed to provide the Homeowner with the annual summary of insurance cover which was due on 31st March 2022.

The Tribunal determine that there has been a breach of section 5.3 of the Code of Conduct.

5.10 Property Revaluations for Buildings Insurance:

A property factor must notify homeowners in writing of the frequency with which property revaluations will be undertaken to establish the building reinstatement valuation for the purposes of buildings insurance. It is good practice for re-valuations to be undertaken at least every 5 years and sums assured reviewed in other years using the BCIS Rebuilding Cost Index. The property factor must adjust this frequency of property revaluations if instructed to do so, in line with the arrangements in any agreement with homeowners.

The Homeowner's representations:

The Homeowner acknowledged that the Factor's Written Statement of Services states that the Factor will not carry out an insurance revaluation.

The Factor's representations:

The Factor's Written Statement of Service (page 4) confirms "it will not carry out insurance revaluations". Revaluations are not a core service offered by the Factor. Furthermore, the title conditions do not require the Factor to arrange revaluations. Clause 5 (viii) provides "The Factor shall effect insurance of the Property against damage or destruction by fire and other risks normally covered by comprehensive insurance for the full replacement value of all buildings and erections on the

Property including the Common Parts. The amount for which such insurance is effected shall be determined from time to time by the Factor but the proprietor or proprietors of any dwellinghouse in the Property, if he or they consider that such an amount is excessive or inadequate, shall be entitled to have the amount fixed by the Arbiter”.

Accordingly, the Factor invites the Tribunal to reject this aspect of the complaint.

The Tribunal’s decision:

The Tribunal find as a matter of fact that the Factor’s Written Statement of Services states that the Factor will not carry out an insurance revaluation.

The Tribunal determine that there has been no breach of section 5.10 of the Code.

Property Factor Duties

Written Statement of Services: Communication and Insurance

The Homeowner’s representations:

The Homeowner referred the Tribunal to his earlier comments.

The Factor’s representations:

The Factor accepts it failed to provide the Homeowner with the annual summary of cover at renewal in 2022 in accordance with its Written Statement of Service. This was an administrative oversight for which an immediate apology was made.

The Tribunal’s decision:

The Tribunal determine that there has been a breach of the Property Factor Duties that are contained in the Written Statement of Services in relation to (1) breaching the communication response times (as determined in relation to sections OSP11 and 2.7 of the Code) and (2) failing to provide the 2022 insurance summary at renewal on 31st March 2022 (as determined in relation to section 5.3 of the Code).

Financial Conduct Authority Handbook

The Homeowner’s representations:

The Factor acts as property manager and arranges buildings insurance. The Factor is subject to the regulation of the Financial Conduct Authority (FCA) and has breached sections of the FCA handbook.

The Factor's representations:

Compliance with the FCA handbook is not a matter within the jurisdictional competence of the First-tier Tribunal. Enforcement of the FCA rules is a matter entirely for the FCA. Accordingly, it is respectfully submitted the First-tier Tribunal does not have jurisdiction to determine a complaint of this nature.

The Tribunal's decision:

The Tribunal determine that complaints under the FCA handbook should be made to the Ombudsman and accordingly the Tribunal does not have jurisdiction to consider and determine if the Factor has breached the FCA Handbook. The Tribunal dismisses this section of the application.

8. Property Factor Enforcement Order.

In all of the circumstances narrated above, the Tribunal finds that the Factor has failed in its duty under section 17(1)(b) of the 2011 Act, to comply with Sections OSP11, 2.7 and 5.3 of the Code of Conduct and Property Factor duties.

The Tribunal therefore determined to issue a Property Factor Enforcement Order.

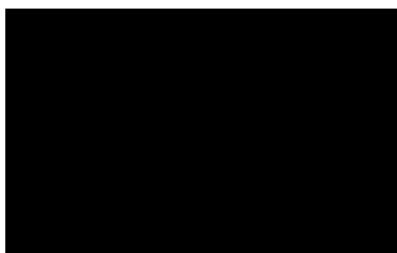
Section 19 of the 2011 Act requires the Tribunal to give notice of any proposed Property Factor Enforcement Order to the Property Factor and allow parties an opportunity to make representations to the Tribunal.

The Tribunal proposes to make the following Order:

'The Factor must pay the homeowner £75 for the inconvenience he had suffered from their own funds and at no cost to the owners. The said sums to be paid within 28 days of the communication to the Factor of the Property Factor Enforcement Order.'

9. Appeals

In terms of section 46 of the Tribunals (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.



SignedDate 25th September 2023

Chairperson