First-tier Tribunal for Scotland (Housing and Property Chamber)

Statement of Decision by the First-tier Tribunal for Scotland (Housing and Property Chamber) in an application under Section 48 of the Housing (Scotland) Act 2014

Chamber Ref: FTS/HPC/LA/22/3257

Re: Property at Flat 2/1, 1152 Argyle Street, Glasgow, G3 8TE ("the Property")

Parties:

Mr Andrew Murray, Flat 2/1, 1152 Argyle Street, Glasgow, G3 8TE ("the Applicant")

Zone Lettings (Glasgow) Ltd, 33 Lynedoch Street, Glasgow, G3 6AA ("the Respondent")

The Tribunal comprised:-

Mrs Ruth O'Hare - Legal Member
Mr David Godfrey - Ordinary Member

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') unanimously determined that the Respondent was in breach of the Letting Agent Code of Practice and accordingly made a Letting Agent Enforcement Order.

Background

1 By application dated 7 April 2022 the Applicant sought an order against the Respondent due to an alleged failure to comply with the Letting Agent Code of Practice. In particular the Applicant stated that the Respondent had failed to comply with Paragraphs 64, 68, 90, 91, 93, 111 and 112 of the Code.

2 By Notice of Acceptance of Application the Legal Member with delegated powers from the Chamber President determined that there were no grounds upon which to reject the application. A Case Management Discussion was therefore assigned for 2 December 2022 , to take place by tele-conference.

3 The Respondent subsequently requested further time to submit written representations on the basis that the paperwork had initially been served at the

wrong address. The request was allowed by the Tribunal and the Respondent subsequently provided a written response to the application on 23 November 2022.

The Case Management Discussion

4 The Case Management Discussion on 2 December 2022. The Applicant was present and accompanied by his partner Ms Gaina. The Respondents were represented by Scott MacKinnon who was accompanied by his colleague Byrom Tabadia.

5 As a preliminary matter the Tribunal noted that late written representations had been received from both parties and duly agreed to accept these in the interests of fairness, having regard to the explanations for the late lodging.

6 The Tribunal explained the purpose of the Case Management Discussion and noted that there appeared to be a dispute between the parties which would require the Tribunal to fix a hearing. However the Tribunal noted that it would be helpful to address the sections of the Letting Agent Code of Practice that the Applicant claims to have been breached by the Respondent in order to understand the parties respective positions on the matter.

7 The Tribunal therefore heard from the parties on each of the sections outlined in the application:

8 **Paragraph 64 – At the start of the tenancy you must give the tenant a copy of the tenancy agreement along with any other relevant statutory documents.**

Paragraph 68 – If you are responsible for managing the check-in process you must produce an inventory (which may include a photographic record) of all the things in the property (for example, furniture and equipment) and the condition of these and the property (for example marks on walls, carpets other fixtures) unless otherwise agreed in writing by the landlord. Where an inventory and schedule of condition is produced, you and the tenant must both sign the inventory confirming its contents.

The Applicant's position was that the Respondent did not provide a copy of the signed inventory, albeit an inventory had been provided that the Applicant disputed. This was key in terms of the resolution of any disputes and repairs.

The Respondent's position was that an inventory was produced and emailed to the Applicant along with photographs. The Applicant was given a period of seven days to dispute any of the items in the inventory, otherwise it would be deemed to be accepted. After the deadline a list of issues had been returned by the Applicant. The Respondent had arranged to meet with the Applicant to

discuss the issues however ultimately the inventory was never signed by the Applicant.

9 **Paragraph 90 – Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.**

Paragraph 91 – You must inform the tenant of the action you intend to take on the repair and its likely timescale.

Paragraph 93 – If there is any delay in carrying out the repair and maintenance work you must inform the landlords, tenants or both as appropriate about this along with the reason for it as soon as possible.

The Applicant's position was that the Respondent had not facilitated repairs where required. He understood the role of the letting agent was to facilitate repairs, albeit the landlord was ultimately responsible for complying with the Repairing Standard. There had been long delays from repairs being reported until the work was completed, which was not in keeping with the nature and urgency of the repair. The role of the letting agent was clear, they were responsible for receiving notification for repairs and passing this on to the landlord. The Applicant referred to the evidence he had submitted which showed very little meaningful repairs had been completed in the first 18 months of the tenancy. On occasion repairs were only completed once the Applicant escalated the situation. The letting agent had not stressed the nature and urgency of the repair to the landlord therefore it had been months before they were resolved. The letting agent had played a key role in the repairs and had shown a dismissive attitude towards them. The Respondent had not set out timescales and had failed to respond on occasion. It was not clear what action would be taken in response to the Applicant's notice of repairs.

The Applicant referred to the documents he had submitted which cited 34 separate repairing issues. He referred to an issue with external scaffolding, which had been arranged by the property factor and which had persisted for some months. The Applicant was unable to communicate with the property factors directly and relied upon the letting agent. That was typical in any tenant/agent relationship. It would not have occurred to the Applicant to contact the property factors directly. He wasn't advised that this was an option by the letting agent.

The Respondent's position was that communications regarding repairs had been sent on to the landlord and they were acting on the landlord's instructions. Numerous communications from the Applicant had been sent on. Repairs had been carried out via contractors following reports from the Applicant. The Respondent required to seek authorisation from the landlord to carry out any repair. The Applicant had been kept informed. There had been numerous communications regarding different issues. The emails to the Applicant had the

contact details for the property factor, so he would have been able to contact them directly if he wished.

10 Paragraph 111: You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

The Applicant's position was that an email sent by the Respondent, which included reference to a contractor's intention to take legal action due to comments made by the Applicant regarding insufficient PAT testing, was genuinely threatening. The Respondent should not have passed on those comments.

The Respondent's position was that they were simply passing on comments from their contractor. They were the middleman. It would be up to the Tribunal to determine whether they considered the comments to be threatening. The Respondent felt that the contractor was entitled to respond to the comments from the Respondent regarding perceived incompetency in the PAT testing.

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

The Applicant's position was that no complaints procedure was made available to him. He was not sure whether he had requested this. There had been numerous communications to the Respondent expressing dissatisfaction therefore they should have referred the Applicant to a complaints procedure to assist them. That would have been expected as part of the process.

The Respondent's position was that they do have a complaints procedure in place which could be provided to anyone who requests it. The Applicant had never requested this. The issues raised by the Applicant had however been escalated through the Respondent's structure, up to the managing director.

12 Having identified the above issues to be resolved the Tribunal determined to fix a hearing. A Direction was issued confirming the arrangements for submitting documents and lists of witnesses.

13 Following the Case Management Discussion both parties submitted an inventory of documents which consisted of documentary evidence that they wished to rely upon.

The Hearing

14 The hearing took place on 15 February 2023 by teleconference. The Applicant was present and accompanied by his partner Ms Gaina. The Respondent was again represented by Mr Scott Mackinnon who gave evidence on their behalf.

15 As a preliminary matter the Applicant referred to video evidence that he had submitted which he wished to rely upon. The Tribunal considered said video evidence but determined that it related to allegations of disrepair at the property. It was not for the Tribunal to make a determination on whether the property met the Repairing Standard as part of the current application. Whilst the Applicant submitted that it reflected the severity of the issue, and therefore the Respondent's duty to deal with it timeously, the Tribunal ultimately concluded that it was not relevant to the application before it and declined to accept the video evidence.

16 The Tribunal then heard evidence from both parties at length on the various elements of the Code of Practice the Applicant claimed had been breached. For the avoidance of doubt the following summary is not a verbatim account of what was said at the hearing, but a narration of those submissions relevant to the Tribunal's determination of the application:-

Paragraphs 64 and 68

17 These paragraphs relate to the duty on letting agents to produce a signed inventory. The Applicant explained that the paragraphs were clear in that the letting agent had to provide a signed inventory. The Respondent had not provided this. The Applicant explained that it was common that there may be disagreements at the start of the tenancy regarding the inventory. He would never have signed an inventory without querying certain elements which he had done in this case. The signed inventory was a crucial document where disputes over repairs arose. In the absence of one in this case the Applicant was unable to rely upon that evidence in a separate claim against the landlord. It was a legal requirement to provide an inventory and the Respondent had failed to do so. It was therefore a clear breach of the Code.

18 Mr Mackinnon explained that an inventory was presented to the Applicant on 8 January 2021. He was given seven days to respond with any issues. He had not done so and the Respondent had chased them up. The Respondent made reference to the documents produced which consisted of emails sent at the time. The Applicant had come back with a list of issues. The Respondent had then arranged for the property manager to meet the Applicant at the property and had confirmed the repairs required. However he had not signed the inventory. The Respondent considered that they had taken all reasonable steps to have the inventory signed.

Paragraphs 90, 91 and 93

19 The Applicant referred to the documentary evidence produced which he stated showed a history of the Respondent failing to deal with repairs. He referred in particular to an email in February 2022 which raised issues with the windows, which had been initially highlighted when he moved into the property. The inventory showed that he had disputed the windows were wind and watertight.

The windows weren't fixed until August 2022, a delay of over six months. The Applicant had to live in the property throughout that time. The Respondent should have immediately passed the Applicant's emails over to the landlord, give the nature of the repair required which would be a breach of the Repairing Standard. The Respondent had not dealt with this timeously or appropriately. They had also failed to confirm what action they intended to take together with timescales. The Applicant cited another example, being the Saniflow toilet. There were major delays in getting this fixed. The Respondent had also advised by email dated 2 December 2021 that the landlord intended on refurbishing the bathroom. However the Applicant had heard nothing further regarding this. There had been nothing to confirm whether the refurbishment was going ahead or not. At that moment in time the property did not have a fully functioning toilet or shower. The toilet had been replaced but the bathtub and showerhead had not been fixed. There were still issues with the bathroom. The Respondent had advised that the work was going to be carried out in early 2022 however when the Applicant got in touch for an update they were advised that it would be later on the year.

20 The Tribunal asked the Applicant to highlight the comments in the inventory that related to the windows. The Applicant conceded that the windows had not been raised as an issue in his comments on the inventory at the start of the tenancy. However he had mentioned it to the property manager during the subsequent inspection. Because of the absence of a signed inventory, the reference to the windows in his email of 2 May 2022 was the first time he had put this in writing.

21 Mr Mackinnon confirmed that the Applicant's comments on the inventory made no mention of the windows. He referred to an email from the property manager to the Respondent's maintenance department following his meeting with the Applicant at the start of the tenancy which confirmed the outcome of the discussion. The windows were not mentioned. In relation to the bathroom, Mr Mackinnon confirmed that there had been numerous communications on this issue. He accepted that the Applicant had been told that the landlord was looking to refurbish the bathroom. The Respondent had been asked by the landlord to get quotations for this. However the landlord had not given them instructions to go ahead with a full refurbishment, only the replacement of the Saniflow toilet. The Respondent was unable to do anything without the landlord's instruction. The Respondent's position was that repairs reported had been dealt with by them timeously. They were trying to do things correctly. Mr Mackinnon explained that the amount of issues in the property was not normal for a property of this type. The Respondent had tried to resolve the situation and get to a point where the landlord and tenant were happy.

Paragraph 111

22 The Applicant pointed to an email from the Respondent which confirmed a threat of legal action from a third party contractor. This was in response to the

Applicant raising genuine doubts about the veracity of portable applicant testing. The Applicant stated that the comment from the contractor represented a clear and tangible threat. The Applicant felt threatened and intimidated by it. He had no reason to believe that the threat was not genuine. There was no reason for the Respondent to pass on that message from a senior member of staff. The Applicant could not understand why they had done this.

23 Mr Mackinnon stated that the Applicant wanted to pick and choose what communication he received from the Respondent. The Applicant had called into question the credibility of the contractor therefore that is why their response was sent across to him. The Respondent had never sent anything that could be construed as abusive, intimidating or threatening. The comment had simply been sent on by the Respondent from the contractor in response to the issues the Applicant had raised.

Paragraph 112

24 The Applicant referred to the numerous issues and communications with the Respondent. Despite this he was not referred to their complaints procedure at any point. A complaints procedure could have assisted him in obtaining a resolution. All of the repairs reported were genuine and the Respondent had accepted this. It was very clear that the Applicant was unhappy and yet he had never been given a copy of the complaints procedure. It was not mentioned on the Respondent's website. In response to questions from the Tribunal the Applicant confirmed that he had not specifically requested a copy of the complaints procedure.

25 Mr Mackinnon confirmed that the Respondent had a complaints procedure, but that the Applicant had never requested this. It could be made available on request. Mr Mackinnon confirmed that the Respondent was a small company and the Applicant had dealt with a number of officers including the maintenance team, property manager, himself as Associate Director and the Managing Director therefore he had gone up the chain of command.

26 The parties were then both given the opportunity to make closing submissions.

27 The Applicant confirmed that he expected the Tribunal to uphold his claim. He had submitted evidence to support the various breaches of the Code. He cited two specific examples, the promise of the refurbished bathroom and the windows. There had been a six month delay from the repairs being reported to the windows being fixed. That was sufficient evidence to show that the Respondent did not deal with key repairs timeously. The passing on of the comments from the contractor regarding legal action was a clear threat. The Applicant's experience of the tenancy had been horrendous. He paid a lot of money to live in the property. He did his best to report all issues so that they could be resolved and he could live in the property happily. His mental health had suffered as a result of the issues he had experienced. In terms of any

enforcement order he wanted something that would match the gravity of the mistakes made by the Respondent. It would have to be some form of financial compensation as an apology did not go far enough. The Applicant suggested that financial compensation equivalent to the rent paid for the property would be appropriate. The Applicant pointed out that he paid rent to the Respondent, not the landlord. The Respondent was responsible for holding up their side of the bargain. The Applicant appreciated what the Respondent had said in terms of their relationship with the landlord however it was up to them to ensure they had efficient operational standards in place.

28 Mr Mackinnon explained that the contract was between the landlord and the tenant. The Respondent was the managing agent. Where repairs had been reported the Respondent had passed these to the landlord and it was the landlord's decision as to what was done. The Respondent had tried to do their best and had corresponded with the Applicant as best they could. Mr Mackinnon explained that when he got involved with the tenancy it was clear that the Applicant was seeking some form of financial compensation and had denied access for repairs to be carried out. Mr Mackinnon explained that the Respondent had sought to comply with their duties under the Code as best they could which was evidenced from the correspondence produced.

Relevant Legislation

29 The relevant legislation is section 48 of the Housing (Scotland) Act 2014:-

> ***"48 Applications to First-tier Tribunal to enforce code of practice***
>
> *(1) A tenant, a landlord or the Scottish Ministers may apply to the First-tier Tribunal for a determination that a relevant letting agent has failed to comply with the Letting Agent Code of Practice.*
>
> *(2) A relevant letting agent is—*
>
> *(a) in relation to an application by a tenant, a letting agent appointed by the landlord to carry out letting agency work in relation to the house occupied (or to be occupied) by the tenant,*
>
> *(b) in relation to an application by a landlord, a letting agent appointed by the landlord,*
>
> *(c) in relation to an application by the Scottish Ministers, any letting agent.*
>
> *(3) An application under subsection (1) must set out the applicant's reasons for considering that the letting agent has failed to comply with the code of practice.*
>
> *(4) No application may be made unless the applicant has notified the letting agent of the breach of the code of practice in question.*
>
> *(5) The Tribunal may reject an application if it is not satisfied that the letting agent has been given a reasonable time in which to rectify the breach.*

(6) Subject to subsection (5), the Tribunal must decide on an application under subsection (1) whether the letting agent has complied with the code of practice.

(7) Where the Tribunal decides that the letting agent has failed to comply, it must by order (a "letting agent enforcement order") require the letting agent to take such steps as the Tribunal considers necessary to rectify the failure.

(8) A letting agent enforcement order—

(a)must specify the period within which each step must be taken,

(b) may provide that the letting agent must pay to the applicant such compensation as the Tribunal considers appropriate for any loss suffered by the applicant as a result of the failure to comply.

(9) References in this section to—

(a) a tenant include—

(i) a person who has entered into an agreement to let a house, and

(ii) a former tenant,

(b) a landlord include a former landlord."

Findings in Fact

30 The Applicant entered into a tenancy agreement in respect of the property which commenced on 8 January 2021.

31 On 8 January 2021 the Respondent emailed an inventory for the property to the Applicant requesting comments within 7 days.

32 On 14 January 2021 the Respondent sent a further email to the Applicant reminding them to return the inventory with comments failing which it would be deemed to have been accepted.

33 On 14 January 2021 the Applicant returned the inventory with comments marked thereon. The list of issues did not mention the windows.

34 On 15 January 2021 the Applicant emailed a further list of additional issues with regards to the inventory. The list of additional issues did not mention the windows.

35 On 2 December 2021 the Respondent advised the Applicant that the landlord intended on refurbishing the bathroom. The Respondent obtained quotes for the work which were sent to the landlord on 31 January 2022. The landlord did not instruct the Respondent to proceed with the works.

36 The Applicant sought an update on the bathroom refurbishment by email dated 31 January 2022. The Respondent confirmed by email on 1st February 2022 that the landlord had been provided with a quote but had not instructed the work, therefore there was no timescale for the refurbishment.

37 On 16 February 2022 the Respondent emailed the Applicant following an inspection of the property to confirm issues with a crack in the lounge and draughty windows. The Respondent did not alert the Applicant to the issues with the windows until on or around 2 May 2022.

38 The Respondent has otherwise responded timeously to emails from the Applicant reporting repairs and has arranged for contractors to attend the property upon instruction by the landlord.

39 The Respondent has sought information from the property factor where repairs reported are the responsibility of the factor and has passed said information on to the Applicant.

40 The Respondent has a written complaints procedure. The Applicant has not requested a copy of the complaints procedure at any point during the tenancy.

Reasons for Decision

41 The Tribunal carefully considered the evidence from both parties in its determination of the matter, both in terms of their documentary evidence and verbal evidence at the Hearing. It was noted that many of the substantive facts in the case were agreed, as was reflected in the duplication of documents lodged by the parties. The primary consideration for the Tribunal was therefore whether the Respondent's conduct during the tenancy amounted to a breach of the aforementioned paragraphs of the Letting Agent Code of Practice.

42 It is important to highlight from the outset the nature of the relationship between a tenant and a landlord, in comparison to the relationship between a tenant and a letting agent, the latter of whom is managing the tenancy on the landlord's behalf. The contractual relationship under the tenancy agreement is solely between the tenant and the landlord. It is the landlord who is subject to the duties imposed by the Repairing Standard, and therefore the landlord who would be subject to any claim that the property is deficient in that regard. This would include a claim for rent abatement, which was suggested by the Applicant at the hearing as an appropriate remedy in the circumstances of this application. Whilst the Applicant may have paid rent to the Respondent, this was in the context of the Respondent acting as the landlord's agent for the tenancy. The Tribunal considered that the majority of the issues highlighted by the Applicant fell within the responsibility of the landlord, and not the letting agent in this case.

43 The Tribunal therefore considered the paragraphs cited by the Applicant in the application which he claimed the Respondent had breached.

44 With regard to paragraphs 64 and 68 the Tribunal recognised the importance of the inventory as a key document for both parties, providing an evidential basis

for the condition of the property at the start of the tenancy. In this case, whilst it was accepted by both parties that the inventory had not been signed, there had been discussion regarding the document and the Applicant had been given the opportunity to provide comment which he had done. The Respondent had subsequently arranged for the issues to be investigated by way of a further inspection, which appeared to the Tribunal to constitute an acceptance of said issues.

45 Whilst paragraph 68 does state that the landlord and the tenant must both sign the inventory to confirm its contents, there will inevitably be scenarios where agreement on an inventory cannot be reached, and a party may refuse to sign as a result. Accordingly where a letting agent has made efforts to obtain a signed inventory but cannot due to circumstances out with their control, it would be difficult to find them to be in breach of this paragraph. The Tribunal was satisfied that there had been appropriate attempts made by both parties to reach agreement on the inventory, and in the absence of a signed version, the Tribunal concluded that it could rely upon the marked version sent by the Applicant to the Respondent as the final inventory of contents, with the exchange of emails proof of the agreement between the parties. The Tribunal therefore found no breach of paragraph 68.

46 With regard to paragraphs 90, 91 and 93, the Tribunal found it difficult to agree with the Applicant's position based on the evidence produced in terms of the negligence of the Respondent. Both parties had submitted a high volume of emails which showed prompt responses by the Respondent where repairs were reported by the Applicant, often on the same day of receipt. The documents also showed efforts by the Respondent to seek information from the property factor, where there were repairs or action required that fell out with their control. The Applicant had cited an issue with scaffolding being erected for a longer period of time than originally stated by the Respondent, however the Respondent was acting upon information from the property factor and would have had no control over works that the factor was undertaking.

47 The Tribunal also accepted that in some cases repairs carried out had been a temporary fix, leading to the need for further work at a later date. However, in terms of the duties incumbent on the Respondent, they had sought to arrange professional contractors to attend and would be reliant upon the opinion of said contractors in terms of any works required. The Tribunal was also satisfied that the Respondent had properly sought instructions from the landlord to proceed with works, as it was required to do. If the landlord had then failed to give agreement for works to proceed, any recourse by the tenant would be to the landlord and not the Respondent as letting agent. There was one exception to this, in respect of the windows, which were highlighted to the Respondent following an inspection in February 2022. There was no indication that this issue had been passed on to the landlord, as was evidenced by his response to the windows being raised again by the Applicant in May 2022. The Tribunal therefore accepted that in this particular case the Respondent had not sought

instructions from the landlord timeously which had resulted in a delay to the repair being completed.

48 The Tribunal did not however accept that the windows had been raised as an issue by the Applicant at the start of the tenancy. The comments on the inventory and list of issues highlighted by the Applicant were extensive, and followed up by an additional list, neither of which mentioned the windows. Indeed, there was no written evidence of the Applicant having reported this issue, as he had done with many other issues, other than by way of mention in an email to the Respondent in May 2022. The Tribunal therefore found it difficult to conclude that this was a significant problem that had persisted throughout the tenancy, albeit it had begun to pose an issue for the Applicant in February 2022 and should therefore have been reported to the landlord timeously at that time.

49 The Tribunal was also satisfied that the Respondent had not provided the Applicant with an update on the bathroom refurbishment, with the exception of a brief update when the Applicant had chased this. The Tribunal did note that the Respondent had sought quotes for the work and provided these to the landlord, who had not then instructed them to proceed. However it would have been incumbent on the Respondent to keep the Applicant updated as to the landlord's intentions.

50 Accordingly, in respect of the issues with the windows and the bathroom refurbishment, the Tribunal found the Respondent to be in breach of paragraphs 90 and 93.

51 With regard to paragraph 111, the Tribunal did not consider the email to the Applicant from the Respondent which confirmed comments by a third party contractor about the potential for legal action to be threatening, abusive or intimidating. The Respondent was simply forwarding on a response from the contractor to the points the Applicant had made regarding said contractor's competency. The Applicant was entitled to receive said response, and it would have been negligent of the Respondent to not make the Applicant aware of the contractor's comment, particularly if legal action were then to follow. The Tribunal found nothing in the correspondence sent by the Respondent to the Applicant that would amount to threatening, abusive or intimidating language. The Tribunal therefore found no breach of paragraph 111.

52 Finally with regard to paragraph 112, the Tribunal noted that the Applicant did not appear to dispute that the Respondent had a complaints procedure, but considered that he should have been provided with a copy due to the high volume of issues raised during the course of the tenancy. However paragraph 112 places a duty on the Respondent to produce a copy of their complaints procedure on request, and the Applicant conceded that he had not made such a request at any point. Whilst it may have been helpful for the Respondent to provide a copy of the procedure, it was clear that the Applicant's concerns had

been escalated, first to Mr Mackinnon, then to the Managing Director. The Tribunal therefore found no breach of paragraph 112.

53 The Tribunal therefore found the Respondent to be in breach of paragraphs 90 and 93 of the Letting Agent Code of Practice for the above reasons.

54 Where the Tribunal has found a letting agent to be in breach of the Letting Agent Code of Practice, it must make a letting agent enforcement order. The Tribunal considered the Respondent had generally complied with its duties under the Code, with the exception of the two issues highlighted above. Accordingly the Tribunal determined that a compensatory payment would be appropriate in the sum of £250. It should be noted that this payment is not equivalent to a rent abatement, which would be a claim solely against the landlord and a separate matter to the Tribunal's consideration of the Respondent's compliance with the Letting Agent Code of Practice.

55 The decision of the Tribunal was unanimous.

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.

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed

Ruth O'Hare
Legal Member

20 April 2023