Housing and Property Chamber First-tier Tribunal for Scotland



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 51 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/EV/22/4367

Re: Property at 57 Main Street, Kelty, Fife, KY4 0AE ("the Property")

Parties:

Mr David Finlayson, 14 South Larch Road, Dunfermline, Fife, KY11 4NT ("the Applicant")

Miss Nicole Crawford, 57 Main Street, Kelty, Fife, KY4 0AE; 57 Main Street, Kelty, Fife, KY4 0AE ("the Respondent")

Tribunal Members:

Jan Todd (Legal Member) and Frances Wood (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order for eviction in favour of the Applicant of the Respondents from the Property should be granted.

- This was a Hearing in respect of an application by the Applicant dated 5th December 2022 for an order for eviction against the Respondent. There had been 2 previous case management discussions.
- 2. The following documents were lodged with the application:-
- A copy of the Tenancy Agreement dated 29th March 2018 and which commenced on 29th March 2018
- Copy Notice to Leave dated 14th October 2022
- Affidavit from Mr Russel McPhate confirming the Notice to leave was delivered by recorded delivery and received by the Tenant.
- Copy pre action letters to the Respondent dated 7th September and 7th October 2022
- Copy S 11 Notice to Fife Council
- Copy rent statement showing rent due as of 29th September 2022 of £17,755.

- Miss Crawford then lodged various documents on 21st March 2023 in response to the Application including:
 - a. A copy of a letter and court documents from Mortgage Business plc indicating proceedings against the Applicant in respect of a repossession of the mortgage over the Property.
 - b. Copy text messages and letters from the Applicant to Mr Shearer commenting on rent arrears and offering to sell the property to the Respondent and telling them they need to be out the property and he will be seeing a solicitor.
 - c. Copy extract of bank record from 12th February 2018 to 25th October 2022 showing £35,400 paid to Mr Finlayson.
 - d. Copy letter from Morgan's solicitors on behalf of the Applicant to herself dated 7th September 2022 stating the rent due is £17,006.00, and asking about a payment plan and offering further sources of help and assistance.
 - e. Copy letter from Mr Finlayson advising he has not heard from the Respondent and stating he will send letters to the Respondent and Mr Shearer's parents hoping they will get in touch.
 - f. Written statement from the Respondent advising:
 - i. she had received a letter from Mortgage PLC regarding potential repossession of the Property;
 - ii. that she had received letters from the applicant that had not mentioned rent arrears but talked about selling the property and that she had called the police due to her believing the Applicant was outside the house and had pushed items in front of her door. She advised that due to a previous incident she was scared to answer the door and her mental health was bad and she was now intimidated by the Applicant when he came to the house or sent letters.
 - iii. The Respondent also advised in her letter that the bank statement shows the money sent to the Applicant for rent, that further payments had been made in cash and £3,000 paid for arrears during covid. The Respondent had advised in her written response that she was confused by the letter stating there were arrears of over £17,000 as she knew money had been paid by her partner from his bank account (the £34,500) and also money paid in cash. She advised she thought £3,000 had also been paid for the arrears accrued during covid
 - iv. The Respondent advised that she had contacted the Council but was told it would be 3/ 4 years before she would be given a house and that she had looked at places to rent but the price was unaffordable and she did not want to move out of the Property as her son has settled and he is getting ready for high school and her daughter is settled in nursery. The Respondent concludes by advising she is struggling with mental health and anxiety.
- 4. Two CMDs have been held to consider the application. The first was held on 29th March and was continued to allow the Respondent to take legal advice on her position. The second CMD was held on 12th June and the Applicant was

represented by Mr McPhate. The Respondent attended but asked to be represented by her partner Mr Shearer. The Respondent advised she had instructed a solicitor and wished a postponement and this was refused. The CMD note is referred to for its terms but notes that there is a dispute over what the parties feel has been paid in rent, and a dispute over whether there were defects in the property and if they had been notified to the landlord.

- 5. The Tribunal determined that a full hearing should be heard and advised both parties that they expected the following to be lodged before the hearing:
 - a. Each party was to lodge an up to date rent statement showing all rent paid by cash or bank transfer
 - b. Bank records showing payment of rent or supportive of withdrawal of cash payments to make such payments
 - c. Any communications between the parties relating to cash payment of rent (including text messages, emails etc.)
 - d. Photographs of the defects in the property with dates
 - e. Any communications between the parties intimating the defects in the property
 - f. Any invoices bills or receipts showing repair work carried out to the property or its contents and any bank statements showing payment for the same.
- 6. A hearing was arranged for 8th August 2023 but the Respondent asked for a postponement as she explained she and her partner were on holiday and this was granted.
- 7. The Applicant then lodged substantial written submissions extending to 257 pages including
 - a. a detailed rent statement,
 - b. copy bank statements showing payments from the Respondent, Mr Shearer; Mr McCallum
 - c. Numerous text messages between the Applicant and Mr Shearer from 2019 to 2022
 - d. Emails from Morgans Solicitors to the tenant
 - e. Emails with Gordon Martin solicitor.
- The Respondent lodged on 27th September photographs of the toilet and floor in the bathroom and advised that she would lodge invoices for this and the boiler but none were received.
- 9. The Respondent's representative Mr Shearer lodged a further copy of the extract from his bank account showing the sum of £35,400 being paid from his bank account and he advised he was awaiting invoices and access to emails. No further documentation was received prior to the Hearing.

The Hearing

10. The Hearing proceeded by way of teleconference. The Convener made introductions, and explained how the hearing would be conducted over the teleconference. The Applicant was present along with his legal representative Mr Russel McPhate. The Respondent was not present but was represented by her partner Mr Ryan Shearer who had represented her at the last CMD and who also lives in the Property.

- 11. The legal member made introductions and explained the order of proceedings and invited Mr McPhate to present the evidence for the Applicant.
- 12. Mr McPhate asked questions of Mr Finlayson and took him first of all through the bank statements and rent statement lodged. Mr Finlayson confirmed as per the bank statements and rent statement that he had lodged that it showed that rent was due from March 2018 the start of the tenancy with the Respondent. He confirmed the rent was £749 per month and has remained at that. He advised that the first 3 payments were made in cash by Miss Crawford and her previous partner a Mr Michael McCallum and then Mr McCallum paid a test payment of £1.01 to the landlord's bank account followed by the next month's rent of £749. After July 2018 however there were no payments of rent until after November 2018 when Miss Crawford paid a sum of £100 on 18th December 2018. Mr Finlayson confirmed the rent due by then was £3,641.99. He then advised a further couple of payments were missed until Mr Shearer started paying more regularly advising that he had "stupidly allowed £4,000-5,000 of rent to accrue. Mr Finlayson confirmed that by 30th January 2019 the rent due was £5,935.99.
- 13. Mr Finlayson then explained that covid had hit and there was a sizeable gap in rent payments from February to September 2020 when not a penny was paid because of Covid. He advised that he had his own stresses and his memory was a bit hazy but he had hoped there would be backdated payments but there were none. The next payment was £400 from Mr Shearer on 24th September 2020 and the rent statement shows a sum due at that date of £10,429.99.
- 14. Mr Finlayson then advised that after that most months there was a payment but the rent statement shows a missing payment in October 2020 and June 2021. He advised that in 2022 there were payments made only in February 2022, May, June and July 2022 when the sum due he advised was £14,507.99 and there had not been any payments since 12th July 2022, leaving a sum due at 29th August of, he advised, £24,993.99.
- 15. Mr McPhate then asked Mr Finlayson to look at the extracts from his bank statements over the years from 2018 to 2023 and asked Mr Finlayson to confirm what they showed. Mr Finlayson confirmed they showed sums paid in rent by the Miss Crawford, her former partner Mr McCallum and finally Mr Shearer. Mr Finlayson confirmed that it showed 2 payments by Mr McCallum in 2018, 2 payments by Miss Crawford in 2018, 6 transactions from Mr Shearer from September 2018 to September 2019, 6 transactions from September 2020, 11 transactions from September 2020 to September 2021 and 8 transactions from September 2021 to September 2022 with none after July 2022 and no transactions in 2023.
- 16. Mr Finlayson then explained that when Mr Shearer became involved he took over the communication with Mr Finlayson and Miss Crawford although she was now the sole tenant, did not take part in the discussions. Mr Finlayson advised he thought she had some anxiety and did not interact. He advised that he thought he had got on well with Mr Shearer, to the point he thought of him as a borderline friend. He was disappointed when the communication stopped. He advised that most of their communication was in person when they would meet for coffee, or by text message and Mr McPhate then referred Mr Finlayson to the inventory of productions which had been lodged and went through some of the text messages which amount to over 200 pages of messages. Mr Finlayson read out several of the messages and confirmed that they were

mostly about payment of rent and when was it going to be made and why it had not been made. He advised that most of the reasons given by Mr Shearer for late payment or non-payment were to do with issues with the bank, covid and being furloughed and issues with his job. At no point Mr Finlayson confirmed was there any message about faults or defects in the property and rent being withheld for that reason. Mr Finlayson admitted that he should have chased up the arrears earlier and that he had let it slide. He felt he has been taken advantage of and it was his fault for not chasing it. Mr McPhate asked Mr Finlayson about the sum of £3,000 mentioned in text messages as going to be withdrawn from an Isa to pay some arrears and asked if it was ever received. Mr Finlayson advised it had never been received and read a text from Mr Shearer that said "Bank payment is in the cloud." Have asked for it to go back in my account and will pay you cash." He confirmed this was during the covid period in 2020 and he never received it. When asked if he had made any offer to try and come to an arrangement with the Respondent Mr Finlayson advised that he had offered a payment plan and to sell them the property at a reduced price

- 17. Mr Finlayson confirmed a text message was sent on 28th November 2019 confirming "the rent arrears were £4,600 and another rent is due. My suggestion is you pay £3000 and I'd take that in full and I'd be willing to sell you the house at £160,000." He said I was trying my best to help them. On 23rd December he confirmed a text stated Mr Shearer offered to pay £200 per week for the rent and £500 extra each month towards the arrears, but this did not happen. No standing order was set up despite being requested. He mentioned that Mr Shearer liked expensive cars and was selling one but no money for rent arrears was received from that either.
- 18. Mr Finlayson explained that the issues with the rent payments had caused him a lot of stress. His flooring business shut down during covid and his mortgage went into arrears and the mortgage company was on the brink of repossession and had sent a letter to Miss Crawford regarding potential repossession. All communications stopped at this point. He confirmed he is still in arrears but had paid off previous arrears, twice making payments of £5000 to stave off respossession and nothing had happened recently with the repossession. Mr Finlayson confirmed he let out other properties but has struggled with this as all the mortgages are going up and for a while he had to have another company manage and act as landlord for him, though this arrangement was at an end.
- 19. Mr Finlayson confirmed he has not had access to the property for over a year and probably longer. He emphatically denied being advised about any major repairs. He mentioned that he had been advised of some minor issues which he had fixed such as nobs on the cooker but said as a landlord he would want the Property wind and water tight, but stated he has not been advised of anything lately.
- 20. The Tribunal then heard evidence from Mr Shearer who confirmed he was the Respondent's partner and lived with her and their daughter at the Property. He advised that he thought they had paid the full amount of rent due, but he also advised that there was also a lot of defects in the property and he advised that the Respondent did not believe that they should have to pay rent due to lack of smoke detectors, various electrical items failing and no EICR, some water ingress, the boiler not working and the toilet in the bathroom falling through the floor.

21.In response to questions from the Tribunal and Mr McPhate, Mr Shearer advised :-

- a. With regard to the rent paid he insisted that the sum shown on a one page extract from his bank account of £35,400 showed all the rent to July 2022 had been paid. When it was put to him that that sum did not meet the full rent due from the start of the lease to October 2022, he advised that was just payments from his bank account and did not take into account money paid by the Respondent at the beginning of the lease or other cash payments. He also suggested that Mr Finlayson may have other bank accounts in which he received rent. He repeated several times that the rent had been fully paid until it was withheld from July 2022 and he explained it was withheld due to the state of the Property.
- b. Regarding the boiler he had notified the landlord of issues on moving in and again last year in or around March 2022. He said the landlord was told it was urgent and there was no reply. He advised the issue was with a pressure valve and boiler didn't start. Mr Shearer said he got fed up waiting for a response from the Applicant and arranged himself for someone to come out and the engineer advised the boiler should be replaced, but repaired it for £1,300. When asked if he asked the landlord to pay the £1,300 Mr Shearer said the landlord said it should come off the rent. Under questions from Mr McPhate, Mr Shearer advised that "I sent him the invoice but I got no response and paid the £1300 out of my own pocket". Mr Shearer also advised that the boiler is not currently working and that they had been out of the house for the last 4 weeks because there was no hot water or heating and they were waiting on a gas engineer coming to fix it. Mr Shearer advised that he preferred to email the Applicant with details of the issues rather than text him.
- c. Mr McPhate put to Mr Shearer that he had said the landlord had not responded to the request for a repair of the boiler but then also said the landlord had told Mr Shearer to take it off the rent and asked which was correct? Mr Shearer advised it was to come off the rent but then the landlord had not responded when he sent him the invoice. He advised he sent the invoice by email, but when asked why he had not lodged any emails after being requested to do so he said he and the Respondent had not been living in the Property for a few weeks and this was causing them a lot of stress and they could not access emails. Mr Shearer pointed out this had been requested by the Tribunal after the CMD in June and also by his firm by a letter to the Respondent in April. Mr Shearer advised that the Respondent had been struggling with her mental health and that they had waited for all work to be done before they sent in any invoices.
- d. Mr Shearer insisted that the rent money has been withheld since last July and £9750 is held in a bank account although neither he nor the Respondent have lodged any evidence of money held in a bank account for rent and submitted that money was not an issue as he had enough in hand to buy the house outright, but he did not think he was due to pay a penny in rent.
- e. Mr Shearer also indicated that the other issue with the Property was the toilet in the main bathroom of which a photo had been submitted. He advised that the toilet had fallen though the floor because the beams in

the floor had rotted and the toilet had fallen through. He advised that he had notified the landlord again and had the water turned off and the gas engineer who had come out to see the boiler had put a machine in to try and dry it. He advised that they have an ensuite in their bedroom and have been using that but they don't have a bath so their daughter has to go elsewhere for one.

- f. Under questions from the Tribunal he admitted that the toilet has not fallen through the floor but has rather sunk into the floor about 3 inches.
- g. Mr Shearer explained that he and the Respondent had taken advice from Frontline Fife who he said advised them to withhold the rent so that they could use it to pay for repairs and they said to keep contacting the landlord. He denied being advised about what would happen if they were evicted or anything to do with repairing standard applications.
- h. Mr McPhate asked Mr Shearer about his previous claim at the CMD that he and the Respondent were instructing a family friend as a solicitor and that when Mr McPhate had written to that solicitor the solicitor had confirmed he did not know Mr Shearer or the Respondent and had not been instructed. Mr Shearer did not provide any substantive response to this claiming he could not remember and that he would not discuss it.
- i. In response to questions from the Tribunal about whether the Respondent wished to stay in the property he advised that he did not think so, that they had been looking for somewhere else to rent or buy but there wasn't a lot available to rent. He advised the have not discussed what would happen if they got evicted but advised he is in well paid employment, denied there are any arrears and doesn't see why they have to leave. He also explained that the Respondent's son is now living with her parents.

• Findings in Fact

- 1. The Applicant and the Respondents entered into a lease of the Property with the Respondents which commenced on 29th March 2018.
- 2. The tenancy is continuing with the tenant and her partner Mr Shearer and daughter living in the Property.
- A notice to leave dated 14th October 2022 was served on the Respondent by recorded delivery confirming that no proceedings would be raised before 14th November 2022
- 4. These proceedings were raised on 5th December 2022 and the application included a copy of the Notice to Leave.
- 5. A Section 11 notice has been served on Fife City Council
- 6. Over 3 months' rent was due at the time of the service of the Notice to Leave.
- 7. No Rent had been paid since July 2022.
- 8. The Rent arrears currently stands at over £24,000.
- 9. The Tribunal finds it reasonable that an order for eviction is granted for the reasons stated below.

Reasons for Decision

- 1. The Applicant is the landlord and owner of the Property and the Respondent is the tenant. This was confirmed by the parties.
- The Applicant has lodged a Notice to Leave which Mr McPhate has confirmed in an affidavit was sent to the tenant by recorded delivery on 14th October 2022. The Applicant is seeking the order in terms of Ground 12 of Schedule 3 of the Act namely that the Respondent is over 3 months in arrears of rent
- 3. The Tribunal was satisfied from the written evidence that the Respondent had been served with a valid Notice to Leave under S52 (3) of the 2016 Act specifying Ground 12 of Schedule 3 of the Act as the relevant ground of eviction.
- 4. The Notice to Leave was also accompanied by evidence of how the ground was met namely that there have been rent arrears for over 3 months.
- Ground 12 requires 28 days' notice to be given and the Notice sets out the notice period as expiring on 14th November 2022 and so sufficient notice has been given.
- 6. The Tribunal had to consider firstly if the grounds of eviction were met namely were there rent outstanding for over 3 months when the Notice to Leave was served and was one month rent in arrears at the date of the hearing. The Tribunal considered all the evidence heard. There are now very substantial rent arrears, with both parties agreeing there have been no payments made since July 2022.
- 7. Rent due in terms of the lease is £749 per month. With regard to the matter of payment of rent at the start of the lease, the Applicant has lodged a detailed rent statement which shows rent was not paid in full for the first year, that the first few months were paid by a previous partner of the Respondent namely Mr McCallum and Miss Crawford herself. However it shows that no rent was paid from 29th July to 29th November 2018 inclusive. This is supported by the evidence shown in the extract bank statements showing exactly what was paid by Miss Crawford and Mr McCallum. The rent statement shows the arrears by 29th January 2021 amounted to £5,139.99. The Respondent and her representative Mr Shearer both lodged and referred to the one page extract from Mr Shearer's bank account and submitted that this showed that he had paid to Mr Finlayson the Applicant a total of £35,400 from 12th February 2018 to 25th October 2022. The Tribunal notes that even if this is accurate (and the Tribunal did not receive detailed bank statements showing the individual amounts paid with the date they were paid) that this does not amount to the full rent due for that period. The rent due for this period between February 2018 to October 2022 is £41,944, a difference of £6,544. Even after deducting the sums the Applicant agreed had been paid at the start of the tenancy by Miss Crawford and her then partner Mr McCallum, which amounts to 4 rental payments and a few pounds which in total comes to £2,999.01 there is still a shortfall of £3,544.99. Mr Shearer admitted he was not involved with this tenancy or Miss Crawford then and he has not suggested he paid any of those arrears.
- 8. From the Applicant's statement there were approximately 2 payments missed in 2019, and then the next significant amount of arrears accrued between February 2020 and September 2020 when Covid 19 had a major impact which the Applicant acknowledged affected his tenant. The text messages

lodged by the applicant show that he was aware of the impact and Mr Shearer indicates in these text messages that he was furloughed and unable to work which was of course common amongst many people that year. The text messages also show that Mr Shearer mentions withdrawing a lump sum from a Help to Buy ISA of £3000, but from a series of messages it is clear the money was not received by the Applicant. Again the messages show that Mr Shearer blames the bank for this and ultimately he indicates in the messages that this was paid to Mr Finlayson in cash. Mr Finlayson strongly refutes this has been paid in cash and his view is supported by his text messages in which he periodically mentions the lack of payment of the £3000. The respondent has shown no evidence that the arrears that are admittedly accrued during 2020 have been paid, and in particular no evidence that £3000 was paid in a lump sum. The Respondent has not lodged any detailed bank statements to counter the Applicant's statement which is supported by his bank statements. The Tribunal therefore prefers the Applicant's evidence that arrears accrued further in 2020 and by 29th August 2020 the arrears were then £10.429.99.

- 9. The Applicant's rent statement then shows that there were a few missed payments on 29th June 2021 and 29th November 2021, with one extra payment of £250 on 10th June 2021. In 2022 no rent was paid in February, March and April with payments resumed in May, June and July and no payments made thereafter. From this it is clear that there were rent arrears of over 3 months at the date the Notice to leave was served namely 14th October 2022 and more than one month in arrears at the date of this hearing.
- 10. The Respondent has also submitted that not all rent is due because of issues with the Property and that they are withholding rent for this. However the Respondent has not lodged any written evidence to show how she or her partner have advised the Applicant of the defects or sought abatement regarding the rent due or evidence showing where the rent is withheld. In none of the text messages the Tribunal has seen has there been any mention of the Respondent or Mr Shearer advising that there were issues at the Property.
- 11. The Applicant has made offers to try and arrange for arrears to be paid which are shown in the text messages. His solicitors have sent pre action letters and they have asked the Respondent to advise of the alleged defects and provide evidence of the account where rent is withheld in. The Respondent has not provided any written evidence showing how she or her partner have advised the Applicant of the defects they allege were present at the property; they have not provided any copy emails which Mr Shearer advised were sent; they have not provided detailed bank accounts showing the rental sums they have paid. Mr Shearer was evasive when asked about his comment at the previous CMD of having instructed a solicitor who is a family friend and the Applicant has shown that solicitor is not aware of the Respondent or Mr Shearer and has not been instructed by them. Mr Shearer was emphatic that all rent had been paid but the detailed and lengthy text messages lodged show recurrent messages from Mr Shearer confirming rent was late or was not paid and that delays were due to banking delays or issues with his job. In particular in none of the text messages claiming rent would be paid does he raise the issue of any defects in the Property or any claim that money should be deducted for any repairs that the Respondent or Mr Shearer her partner may have paid. Mr

Shearer admits that they took advice from Frontline Fife and were told to withhold the rent and use it to pay for repairs but denies knowing anything about the repairing standard or what would happen if an eviction order were to be granted which is very surprising since Frontline Fife are an organisation that advise on homelessness. For these reasons the Tribunal did not find Mr Shearer's evidence to be credible. Given the detail set out in the Applicant's written submissions, detailed bank accounts which match the rent statement and text messages, the Tribunal preferred and accepted the verbal and written evidence of the Applicant and so accepted that there are now substantial rent arrears, that these started in 2018 and by the time of the service of the Notice to Leave were over 3 months and have been due and owing since 2018. The Tribunal also accepted that further arrears have accrued since July 2022. This was admitted by Mr Shearer who advised that they were withholding rent in light of defects in the property. There was no evidence other than Mr Shearer's verbal evidence that he had reported this to the landlord. This was contradicted by Mr Finlayson. In the absence of any written evidence to support Mr Shearer's statement and, in light of no mention of the defects being mentioned in the text messages the tribunal did not find this to be credible or reliable evidence that any defects had been intimated to the landlord. Without this evidence the Tribunal did not consider there was any evidence to support any abatement of rent.

- 12. The Tribunal then considered whether it would be reasonable for an order for eviction to be granted. Mr Shearer advised that he had enough money to buy a house, but that he and the Respondent thought prices for houses were still too high, that he had a well-paid job and did not appear unduly concerned about how they would be if they were evicted. The Respondent and her partner have advised that she suffers from anxiety and mental health issues but have not corroborated this with any medical evidence. It is clear however that the relationship between the landlord and tenant has been destroyed and neither party trusts the other. The Tribunal accepts that the Respondent and her partner is currently living in a property where the main toilet and bathroom is unusable and Mr Shearer has admitted they are waiting on someone to sort this. However it appears that the Respondent and Mr Shearer are not waiting on the landlord fixing this issue which again indicates they have not advised the Applicant of it. The Applicant is clearly very concerned and frustrated by the non-payment of rent. He has faced repossession proceedings from his mortgage holder and has not received any rent since July 2022 and the arrears are now over £24,000. The Arrears even from July 2022 are £10,486 which is substantial. The Tribunal noted that the local authority will have a duty to provide assistance to the Respondent with her housing needs if an order for eviction is granted. Weighing up all the information before it, the Tribunal was satisfied that it was reasonable for the order to be granted on this ground as the Respondent appears to have the financial means and support of her partner to allow her to consider other properties as well as having the support from the local authority. In contrast the Respondent is accruing further mortgage arrears each month, and does not appear to have control over this Property any more.
- 13. The Tribunal is therefore satisfied in terms of S 51 (1) of the Act that the eviction ground specified in the application namely Ground 12 is met, and that it is reasonable for the Tribunal to grant the application.

Decision

The Tribunal determined that the order for eviction sought by the Applicant should be granted.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.



___11th

October 2023 _____ Legal Member/Chair

Date