



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

**Chamber Ref: FTS/HPC/CV/23/3527**

**Property : Culfargie Farm Cottage, Bridge of Earn PH2 9AH (“Property”)**

**Parties:**

**Joyce Muir, Flat A, 6 Jessie Street, Blairgowrie PH10 6BT (“Applicant”)**

**George Thomson, Culfargie Farm, Bridge of Earn PH2 9AH (“Respondent”)**

**Tribunal Members:**

**Joan Devine (Legal Member)**

**Ahsan Khan (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“Tribunal”) determined to refuse the application for an order for payment.**

**Background**

1. The Applicant sought an order for payment of £1800 in respect of damages in respect of the Respondent’s failure to maintain the Property. The Applicant had lodged Form F along with supporting documents.
2. A Case Management discussion (“CMD”) took place before the Tribunal on 5 June 2024. Reference is made to the note of the CMD. At the CMD the Tribunal noted what was agreed and what was in dispute as follows :

The Tribunal noted that the following was agreed :

- The Applicant was tenant and the Respondent was landlord in terms of a short assured tenancy which commenced on 9 April 2011.
- Inspections of the Property were carried out in December 2022 and April 2023.
- The Applicant reported an issue regarding windows to the property ombudsman but did not report an issue regarding damp to the property ombudsman.

- The rent outstanding at the end of the tenancy was £1200.
- The deposit of £600 was paid to the Respondent by SDS thereby reducing the arrears to £600.

The Tribunal noted that the following was in dispute :

- Whether there was water ingress into the Property during the Applicant's tenancy.
  - Whether and when the Applicant notified the Respondent that repairs were required to stop water ingress at the Property.
  - Whether or not the Respondent failed to comply with his obligation as landlord to ensure the Property met the repairing standard during the tenancy.
  - The extent of losses suffered by the Applicant as a result of the Respondent's failure to ensure the Property met the repairing standard during the tenancy.
3. The outcome of the CMD was that a direction was issued and a Hearing was fixed for 28 October 2024. Both Parties lodged a response to the direction.

### **Documents**

4. The following documents were lodged on behalf of the Applicant :
- screenshots of excerpts of a Tenancy Agreement dated 1 April 2011
  - copy email from the Applicant to Simple Approach Lettings dated 10 September 2023
  - photographs of the Property
  - screenshots of examples of bags and boots that required to be replaced
  - copy messages regarding a heat pump
  - copy automated reply from Landlord Registration
  - Report from the Citizens Advice Bureau ("CAB") detailing contact between CAB and the Applicant between 26 June 2023 and 23 April 2024.
  - copy bank statements (pages 1-16) covering the period 5 January 2022 – 30 January 2023 and 6 September 2023 – 13 September 2023

- copy electricity statements (pages 1-8) for the period 29 September 2021 – 21 December 2021, 22 December 2021 – 18 March 2022, 8 September 2022 – 30 December 2022 and 31 December 2022 – 17 March 2023

5. The following documents were lodged on behalf of the Respondent :

- photographs of the Property
- copy emails from Simple Approach Lettings dated 8, 19 and 20 April 2023, 10 September 2023
- copy email exchange with the Community Policing Team dated 20 April 2023
- screenshot of a report to the lettings protection service
- a complete copy of the tenancy agreement between the Parties

### **Hearing**

6. A Hearing took place at The Inveralmond Business Centre, Perth on 28 October 2024. Both Parties were in attendance. On the morning of the Hearing the Tribunal were advised that video evidence had been lodged by the Applicant. The Hearing commenced with the video evidence being viewed by the Tribunal and the Parties. There were 4 videos, all taken on the date on or about when the Applicant vacated the Property. The videos consisted of one of the kitchen and living room in the Property, one of damaged bags removed from the Property, one of damaged mattresses removed from the Property and one of the dining room in the Property. The Respondent was asked if he wished an adjournment to consider the video evidence. He said he did not.

### **Evidence of the Applicant on liability**

7. The Tribunal asked the Applicant when the tenancy ended. She said the keys were returned on 9 October 2023. The Respondent provided the Tribunal with a copy notice to quit dated August 2023 which requested the Applicant to vacate the Property by 7 November 2023. The Applicant told the Tribunal that the Property consisted of a kitchen, sitting room, one bedroom overlooking the back garden, a second bedroom to the back of the Property and a third bedroom used by the Applicant. The Applicant told the Tribunal that when she moved into the Property it had been painted and the kitchen was fitted. She said it was an unfurnished let.

8. The Applicant told the Tribunal that she contacted landlord registration about the need for repairs to windows and brickwork in the Property but did not receive a response. She said that she also contacted the CAB. As regards the brickwork she said there was a hole at the front of the Property and the brickwork at the side of the Property was crumbling. She told the Tribunal that the living room window would not shut properly. She said she reported the matter to the Respondent who eventually repaired it. She said she also raised an issue about the window in the kitchen. She said it had “dropped” and there was a gap at the top. She said that the kitchen window was in the same condition when she left the Property.
9. The Tribunal asked the Applicant when and how she reported the need for repairs to be carried out. As regards the windows she said the living room window was fixed by the end of the summer of 2021 and it was about that time that she reported the kitchen window. She said she always reported the need for repairs verbally. She said she reminded the Respondent about repairing the kitchen window 3 or 4 times but it was not repaired. As regards the brickwork, the Applicant said that she reported that at the end of the summer of 2021, at the same time she reported the kitchen window.
10. The Tribunal asked the Applicant when she first became aware of damp in the Property. She said it was a couple of years after she moved into the Property, possibly before the winter of 2013. She said she had someone treat the mould with mould block which was applied to some of the internal walls. She said that a few years later she noticed spotting again. She said she applied mould remover and painted the walls. She said that would have been around 2015. The Applicant told the Tribunal that she also bought an industrial size dehumidifier which she ran 3 times each day. She said that she and her late partner took care of the damp / mould issue themselves. She said she probably told the Respondent about it but she could not recall. The Applicant told the Tribunal that she did not raise the issue of dampness with the CAB as it was “under control”. She said she had never had a damp specialist look at the Property.
11. The Tribunal noted that the video evidence showed black spots on the walls in the kitchen and dining room. The Applicant told the Tribunal that there was also damp in both bedrooms. She said that the Property was always properly ventilated. She said that the dehumidifier was situated in the hall of the Property. She said she did not dry laundry inside the Property. She said had a condenser tumble dryer but hardly used it.
12. The Tribunal noted that the Respondent had not used a letting agent at the start of the tenancy but there came a point when he instructed Simple Approach to

manage the Property. The Tribunal asked the Applicant when she was first contacted by Simple Approach. She said that she received a letter from them in November 2022. She said she went to speak to the Respondent who confirmed that Simple Approach were to manage the Property.

13. The Tribunal asked the Applicant about the inspection carried out by Simple Approach in December 2022. The Applicant said that she attended the inspection as did the Respondent along with Bernie O'Connor from Simple Approach. She said the Respondent asked to look in the loft. She said she raised the issue about the windows and brickwork and Simple Approach said they knew a contractor who could fix the window. She said that the Respondent thought the brickwork was purely cosmetic. The Tribunal asked if she mentioned damp in the Property at the inspection. The Applicant said that she thought she may have raised that when Simple Approach first took over management of the Property. She said she showed them the damp when they first visited the Property but she told Simple Approach that she would have the mould treated. The Tribunal asked if this visit was the December 2022 inspection. The Applicant said she was sure that Simple Approach visited the Property before the December 2022 inspection. The Tribunal noted that the email from Simple Approach dated 10 September 2023 said that they had not been aware of any brick or mould issues. The Applicant said that the email was not true.
14. The Tribunal noted that there was a further inspection in April 2023 and asked why there was another inspection so soon after the December 2022 inspection. The Applicant said that she had already started packing up her belongings by the time of that inspection as she had the notice to quit by then. The Applicant said that Bernie O'Connor was at the inspection as was the Respondent. She said that she again raised the issue about the window and the brickwork at the April 2023 inspection but the discussion was all about her use of the loft and her personal life. The Applicant said that there were around 12 large boxes stored in the dining room which were in front of the table which was against the wall. She said they remained in the dining room until she moved out of the Property. She said that she pointed out the mould in the dining room at the inspection.
15. The Tribunal asked the Applicant about the deposit lodged with Safe Deposits Scotland ("SDS") and asked if she engaged with SDS regarding the return of the deposit. The Applicant said that she did not engage with SDS. She said that the matter was resolved between her and the Respondent and the result was that the deposit of £600 was passed to the Respondent by SDS.

## **Evidence of the Respondent on liability**

16. The Respondent told the Tribunal that the Property was built in 1965 to be used by a farmworker but had been rented out since 1967. He said that he does not own any other rental properties. The Respondent told the Tribunal that the notice to quit was served on the applicant in August 2023. He produced a copy of the notice to quit to the Tribunal. It was noted that it stated that the tenancy would terminate as at 7 November 2023.
17. The Tribunal asked the Respondent about repairs being notified to him by the Applicant. He said that the living room window was fixed in the autumn of 2022 before Simple Approach were instructed in November 2022. He said that he was told about the kitchen window in the autumn of 2022 and he ordered the parts required to fix it. He said that he did not fix the kitchen window. He referred the Tribunal to the email exchange lodged between himself and Simple Approach dated 8 and 10 April 2023. He said that when the window was closed it was wind and watertight. He said there was no evidence of water ingress. He said there was not a 1 inch gap in the window as suggested by the Applicant. The Respondent said he did not recall the brickwork being reported at all. He said that the first he heard about damp in the Property was after the notice to quit was served.
18. The Tribunal asked the Respondent about the instruction of Simple Approach. He said he instructed them in November 2022 when the eviction ban was introduced. He said that at that point the rent for the Property had been in arrears for 2 months. He said that the Applicant paid the rent to Simple Approach from November 2022. He said he did not recall Simple Approach visiting the Property before the December 2022 inspection. He said that he did not attend the December 2022 inspection. He said that Simple Approach did not send him any feedback or report after the December 2022 inspection.
19. The Respondent said that he did attend the April 2023 inspection. He said that someone had been in the loft and put their foot through the ceiling. He referred to the email lodged from Simple Approach dated 19 April 2023 which referred to the ceiling in the spare bedroom requiring to be replastered. The Respondent said that he did not recall windows or brickwork being discussed at the April 2023 inspection. He said that he noted 2 bedrooms were full of belongings at the April 2023 inspection. He said he did not see the room used as a dining room. He said he did not see the dehumidifier. He said he looked at the outside of the Property but did not see anything untoward.

20. The Respondent told the Tribunal that the Applicant had not told him that she had treated the walls in the Property for damp / mould. He said that the Property had not been decorated since the Applicant took entry aside from the bathroom and a feature wall in the living room.
21. The Tribunal asked the Respondent if he did any work to the Property after the Applicant left. He said that he consulted DM Hall about an energy performance certificate and asked them what he should do to get a good rating. He said they suggested he remove the electric heating and replace it with oil fired heating. He said they told him the insulation was adequate. He said he did as DM Hall suggested and also decorated the Property. He said the Property was given a rating of "D" on the energy performance certificate. He said the Property had been rented out again with the current tenant taking entry around 3 months ago.
22. The Respondent said that he was never contacted by the CAB or Perth Council about the Applicant or the Property. He said he accepted that the video evidence lodged by the Applicant was an accurate picture of the Property but he said he could not see any mould on the walls at the April 2023 inspection. He said he had no reason to challenge what Simple Approach said in the email of 10 September 2023 when they said they were unaware of any brick or mould issues until that time.
23. The Respondent told the Tribunal that the issue with a window was reported in April 2023 but there was no mention of damp. He noted that Simple Approach carried out 2 inspections but damp was not mentioned. He said after the notice to quit was served his solicitor told him to "stand back" or he could be deemed to be harassing the Applicant. He said that damp in the Property was never reported to him.

#### **Evidence of the Applicant on quantification of the claim**

24. The Tribunal noted that the claim was split into 4 parts being bed and mattress - £600; bags, shoes and boots - £300; additional logs and electricity - £600 and stress and anxiety - £300. The Tribunal asked the Applicant about each element in turn.
25. As regards the bed and mattress the Applicant told the Tribunal that she had to dispose of a bed base and mattress from her room and a second mattress from another bedroom as they were damaged due to damp. She said she left them at the Property for the Respondent to see. She said that the mattress for her room had been purchased in around 2020 at a cost of £500/£600. She said that it was a special type of mattress suitable for use with a bed riser. The Applicant told the Tribunal that her daughter gave her a mattress from her spare room

which she now uses. She said that the replacement mattress is less suitable for use with a bed riser as it has springs in it. She said that the second mattress had been purchased around 2013. She said she replaced it with a second hand day bed, which cost around £80, a trundle bed beneath, which cost around £70, and 2 single mattresses which cost £60 each. She said she did not have any receipts as they were bought second hand.

26. As regards the bags, shoes and boots, the Applicant said that a lot of bags, shoes and boots were stored under her bed and were damaged by the damp. She referred to the video evidence. She said that a couple of the bags cost over £120 and were 2/3 years old. The Applicant said that 4/5 pairs of boots and shoes were damaged and some were only 2/3 years old. She said that she arrived at the figure of £300 by looking at the cost of replacements online. She said she had not replaced any of the items as she could not afford to do so. She said that her daughter disposed of the damaged items.

27. As regards the additional logs and electricity the Applicant said that she only took money out at an ATM to pay for logs. She referred to the bank statements lodged and said she had marked the entries which were withdrawals to pay for logs. She said that she ordered 2/3 tonnes of logs at a time from "a gentleman in Fife". She could not recall his name. The Applicant said that a bag of logs cost £85. She said a bag of logs used to cost £45 and the price had risen over the past couple of years. She said that she ordered 3 tonnes of logs every 2/3 weeks. She said that the log burner was situated in the living room and she had it on all day. The Tribunal noted that some of the entries marked were not ATM withdrawals but described as "payment to Joyce Muir". The Applicant said those entries were when she transferred money from her Nationwide account to another account because if she wanted to withdraw money at the Co-Op, they did not accept her Nationwide card and she had to use another account. As regards electricity, the Applicant said that she had looked at the kilowatt hours. The Applicant said that the additional heating costs were because of the draft from the kitchen window and because the floors were cold. She said the woodburning stove had been installed by the landlord at his suggestion in around 2020. She said that she assessed her claim by looking at her costs from the year before and comparing them. She said she had taken into account that the price of logs and electricity had risen.

28. As regards the claim for stress and anxiety the Applicant told the Tribunal that her mental health had deteriorated when the Respondent started to act strangely. She said she had the support of a mental health worker whom she could call if anything triggering happened. She said that she was constantly contacting Simple Approach who would email the Respondent. She would then follow up and Simple Approach would tell her they had no response from the



Respondent. She said her mental health worker had suggested the figure of £300.

### **Evidence of the Respondent on quantification of the claim**

29. The Respondent said he did not know if the mattresses left at the Property were damp, he just disposed of them. He said the bags, shoes and boots were not left at the Property so he could not comment. He said the Applicant did not ask Simple Approach to view the damaged items. As regards the claim for additional logs purchased, the Respondent said there was no evidence that the Applicant actually paid for logs. He said he thought an annual cost of £1334 for electricity was low. As regards the claim in respect of stress and anxiety, the Respondent said he did not think the stress and anxiety was caused by a failure to carry out repairs.

### **Findings in Fact**

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a short assured tenancy agreement which commenced on 9 April 2011.
2. The Applicant vacated the Property on or about 9 October 2023 when the keys were returned to the Respondent.
3. The Property is a single storey property consisting of a kitchen, living room, 3 bedrooms and a bathroom.
4. The Applicant contacted Landlord Registration about the need for repairs at the Property but did not receive a response.
5. The Applicant did not advise Landlord Registration that there was damp at the Property.
6. The Applicant contacted the CAB about her tenancy of the Property.
7. The Applicant did not raise the issue of damp at the Property with the CAB prior to the termination of the tenancy.
8. The report lodged detailing contact between the Applicant and the CAB referred to the need to repair windows at the Property in file entries dated 26 and 30 June 2023.
9. The report lodged detailing contact between the Applicant and the CAB made no reference to the need to repair brickwork at the Property.

10. The report lodged detailing contact between the Applicant and the CAB referred to dampness at the Property in a file entry dated 23 April 2024, being a date after the Applicant vacated the Property.
11. The Applicant reported to the Respondent the need for a repair to the living room window.
12. The living room window was repaired before November 2022.
13. The Applicant reported to the Respondent the need for a repair to the kitchen window.
14. The Respondent did not repair the kitchen window before the Applicant vacated the Property.
15. Simple Approach, letting agents, managed the Property from November 2022 until the Applicant left the Property.
16. Inspections of the Property were carried out in December 2022 and April 2023.
17. The Applicant and Simple Approach attended both inspections.
18. The Respondent attended the inspection in April 2023.
19. Damp in the Property was not an issue raised at the inspection in December 2022 or April 2023.
20. The Applicant did not report to the Respondent that there was damp in the Property until on or about 10 September 2023.

### **Findings in Fact and Law**

The Tribunal made the following findings in fact and law:

1. The Respondent did not fail to comply with his duty to ensure that the Property met the repairing standard.

### **Reasons for the Decision**

30. The Applicant sought an order for payment of £1800 in respect of losses suffered by her as a result of the Respondent's failure to comply with his obligation to repair and maintain the Property during the tenancy.
31. The relevant provisions in the tenancy agreement were that the tenancy was for the period 9 April 2011 to 8 October 2011 and continued thereafter until terminated by either Party on two month's notice. Clause NINTH provided that

the tenant was to take good care of the contents and was responsible for repairing all damage to the property and contents resulting from the negligence of the tenant. Clause TENTH provided that the tenant accepted the property as being in good tenantable condition and repair, both internally and externally, and the Landlord was responsible for maintaining the structure and the exterior of the property in wind and watertight condition. Clause ELEVENTH provided that the tenant was bound to keep the garden neat and tidy, well cultivated and lawns mowed.

32. The legislation which governs a landlord's obligation to repair is the Housing (Scotland) Act 2006 ("the Act"). Section 12 of the Act provides that the repairing standard applies to any house let for human habitation. Section 13 sets out the detail of the repairing standard, including the obligation to keep the house wind and watertight. Section 14 provides that a landlord's duty is to ensure that the house meets the repairing standard at the start of the tenancy and at all times during the tenancy. It provides that the duty to maintain the house at all times during the tenancy applies only where the tenant notifies the landlord or the landlord otherwise becomes aware that work requires to be carried out for the purposes of complying with the repairing standard. Section 14 goes on to state that the landlord should carry out the required works within a reasonable time of the landlord being notified of the need to carry out repairs.
33. Tenants who notify landlords of the need for repairs in order to ensure the repairing standard is met at a property have various rights in the event of a failure by the landlord to meet the required standards. One remedy is to seek to recover damages for loss suffered. That is the remedy sought by the Applicant in this case. The loss must however be caused by the landlord's failure to comply with the statutory obligation, which obligation only arises during the tenancy where the tenant notifies the landlord, or the landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with the repairing standard.
34. Against the backdrop of the contractual relationship between the Parties and the provisions of the Act the Tribunal considered the evidence.
35. The Applicant reported the need to repair the window in the living room. That repair was carried out. The date on which it was repaired was unclear from the evidence but Parties agreed that it had been repaired before November 2022. The Applicant reported the need to repair the window in the kitchen. In her evidence the Applicant referred to it being reported in the summer of 2021 and to her reminding the Respondent of the need for the kitchen window to be repaired on a number of occasions. The Parties agreed that the kitchen window was not repaired before the Applicant vacated the Property. The Parties did not

agree on the nature of the repair required to the window. No photographs or videos were lodged to assist the Tribunal. The Applicant said there was a draft from the kitchen window. The Respondent said it was wind and watertight with no evidence of water ingress. The Applicant's claim is in respect of damage caused due to dampness in the Property, and additional heating costs due to the failed kitchen window. The evidence did not establish that the window was not wind and watertight, nor did it show that the outstanding repair would contribute to damp issues or increased heating costs, for which the Applicant sought compensation.

36. The Applicant's evidence was that she reported to the Respondent the need to repair brickwork. The Respondent did not recall the need to repair brickwork being reported to him. The copy emails lodged between the Respondent and Simple Approach did not refer to brickwork until the email dated 10 September 2023. The report from the CAB referred to the need for a window repair but did not refer to the need for a repair to the brickwork. None of the documentary evidence lodged supported the Applicant's position that the need to repair brickwork was reported to the Respondent. The Applicant seeks to recover loss suffered as a result of dampness in the Property. Damp in a property can be caused by a number of factors. The evidence placed before the Tribunal regarding damaged brickwork was the photographs lodged by the Applicant with the application and her oral evidence at the Hearing. The Tribunal considered that the evidence before it was insufficient to allow the Tribunal to determine that damp in the Property was caused by damaged brickwork.
37. The Applicant's evidence was that there was damp in the Property which caused damage to a bed, 2 mattresses and to various of the Applicant's belongings stored below a bed. It was also her evidence that the damp resulted in additional costs being incurred to heat the Property. The Respondent's obligation to address the damp to ensure the Property met the repairing standard set out in the Act arises only if the Applicant can show that she notified the Respondent of the damp or that the Respondent otherwise became aware of the damp and the need for it to be addressed. The Tribunal considered that it was essential for the Applicant to demonstrate that, on the balance of probabilities, she notified the Respondent of the damp or that the Respondent otherwise became aware of the damp and the need for it to be addressed.
38. The Applicant's evidence was that she and her late partner took care of the damp / mould issue themselves. She said she probably told the Respondent about it but she could not recall. She told the Tribunal that she did not raise the issue of dampness with the CAB as it was "under control". That was supported by the report of contact between the Applicant and the CAB which did not refer to damp until 23 April 2024 which was some months after the tenancy had

terminated and the Applicant had lodged the current application with the Tribunal.

39. It was also the Applicant's evidence that she "thought" she may have raised the damp issue with Simple Approach when they first took over management of the Property. She said she showed them the damp when they first visited the Property but she told Simple Approach that she would have the mould treated. The Applicant could not say when this first visit to the Property took place but she thought it was between Simple Approach being instructed in November 2022 and the property inspection taking place in December 2022. The Respondent's evidence was that he was unaware of Simple Approach attending the Property before December 2022. There was no documentary evidence which referred to a meeting taking place before December 2022.
40. It was also the Applicant's evidence that she raised the issue of damp with Simple Approach at the inspection in April 2023. Her evidence was that in April 2023 she had started packing up her belongings as she had received the notice to quit. This was contradicted by the notice to quit produced to the Tribunal which was dated August 2023. The date of the notice to quit was supported by the report of contact with the CAB which contained a note dated 5 October 2023 referring to the notice to quit which stated a termination date of 7 November 2023, being the termination date in the notice to quit produced to the Tribunal.
41. The Applicant had told the Tribunal that her preferred method of communication was to speak to people. This resulted in there being nothing contained in a letter, email or text message which indicated that the need to address damp in the Property was reported to the Respondent or his agent. The Applicant's evidence was vague. She said she "probably" told the Respondent about the damp but could not recall. She said she "thought" she told Simple Approach when they visited the Property between November and December 2022 but could not say when the meeting took place. The suggestion of notification to the Respondent having taken place before the tenancy terminated was not supported by other evidence such as the report of contact with the CAB. The only document referring to mould was the email from Simple Approach dated 10 September 2023.
42. In all the circumstances the Tribunal was unable to find that the need to address damp in the Property was notified to the Respondent prior to 10 September 2023 or that the Respondent otherwise became aware of the presence of damp and the need for it to be addressed before that date. From the date of notification the Respondent had an obligation to carry out the repairs within a reasonable time. In this case the tenancy came to an end when the Applicant

vacated on or about 9 October 2023, less than a month after the damp was notified.

43. The evidence before the Tribunal indicated that the earliest date on which damp was notified to the Respondent was 10 September 2023. From that date the Respondent was obliged to address the need for repairs within a reasonable time. The tenancy ended on 9 October 2023. In those circumstances the Tribunal determined that the Respondent did not fail to comply with his duty to ensure that the Property met the repairing standard.

44. As the Tribunal has determined that the Respondent did not fail to comply with his duty to maintain the Property the question of quantification of loss suffered does not arise.

### **Decision**

45. The Tribunal determined to refuse the application for a payment order.

### **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.**

# Joan Devine

**Joan Devine  
Legal Member**

**Date : 1 November 2024**