



**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/23/4689

**Property : Flat 30, The Bastille, 75 Maberly Street, Aberdeen AB25 1NL
("Property")**

Parties:

Jan King ("Applicant")

Louise Rooney ("First Respondent")

Tilly Kidd ("Second Respondent")

Philip Rooney ("Third Respondent")

Caroline Kidd ("Fourth Respondent")

Tribunal Members:

Joan Devine (Legal Member) Gerard Darroch (Ordinary Member)

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber)
("Tribunal") determined that an order for payment of £152.73 should be made.**

Background

1. The Applicant sought an order for payment of £1,298.26. The Applicant had lodged Form F along with supporting documents. A case management discussion ("CMD") took place on 4 June 2024. Reference is made to the note of the CMD and the Direction issued.
2. At the CMD the Tribunal noted that the following was agreed :
 - The Applicant was landlord and the First and Second Respondents were tenants in respect of a tenancy of the Property for the period 6 September 2020 to on or about 9 October 2023.

- The First and Second Respondent paid to the Applicant a deposit of £575.
- The deposit was returned to the First and Second Respondent in full at the end of the tenancy.
- The First and Second Respondent paid to the Applicant £107.81 in respect of pro rata rent and the cost of cleaning a carpet.
- The Property was sold by the Applicant following the end of the tenancy.
- The kitchen light shade was damaged during the tenancy.

The Tribunal noted that the following was in dispute :

- Whether it was necessary for the Property to be cleaned at the end of the tenancy.
- Whether there was a tool box containing tools in the Property at the start of the tenancy.
- The extent of costs incurred by the Applicant which resulted from the First and Second Respondent failing to comply with their obligations under the tenancy agreement between the Parties.

Documents

3. The documents produced by the Applicant were :
 - Tenancy Agreement which commenced on 6 September 2020
 - List of amounts the Applicant sought to recover from the deposit held
 - List of costs incurred and projected costs
 - Inventory check and report as at 9 October 2023
 - Email from Caroline Walker Property Leasing to the Applicant dated 22 December 2023 attaching email from Safe Deposits Scotland dated 20 December 2023
 - Email from the Applicant to Caroline Walker Property Leasing dated 27 December 2023 asking them to advise Safe Deposits Scotland that she had submitted a claim to the Tribunal against the Respondents

- Email from the Applicant to Safe Deposits Scotland dated 11 January 2024 stating that she had submitted a claim to the Tribunal and did not wish to progress resolution via the scheme.
- Written representations from the Applicant dated 31 May 2024 containing a copy letting agent enforcement order dated 12 February 2024
- Written representations from the Applicant dated 6 November 2024 in response to the Direction dated 4 June 2024 which included an invoice from Anita Szandrach for £119; a receipt from Johnston Cleaners for £272.90; photographs; screenshots of a light shade and fittings; receipts from B&Q and Tesco
- Written representations from the Applicant dated 15, 16 and 17 November 2024

4. The documents produced by the Respondent were:

- Written representations from Louise Rooney dated 16 May 2024 which included copy emails, photographs, copy notice to leave and copy schedule of condition as at 2 September 2020
- Written representations from Louise Rooney dated 27 May 2024 which included copy emails and photographs
- Written representations from Philip Rooney dated 27 May 2024
- Written representations from Philip Rooney dated 17 November 2024 made up of 41 pages which included a written submission and references to entries in the inventory check and report dated 2 September 2020
- Written representations from Philip Rooney dated 18 November 2024 containing screenshots from a video of the Property made up of 28 pages
- In addition, 31 documents were uploaded to Objective Connect by Philip Rooney much of which appeared to be screenshots taken from the ingoing and outgoing inventories prepared at the beginning and end of the tenancy.

Hearing

5. A Hearing took place by Webex on 21 November 2024. All of the Parties were in attendance. Antoinette Campbell attended with Mr Rooney as a supporter. The Tribunal noted the matters that had been agreed at the CMD and that the

Applicant's claim had been reduced to £1,190.45. The Tribunal noted the matters in dispute.

6. Ms King told the Tribunal that she owned the Property for 14 years and that it was sold at the beginning of 2024. She said that the only time the Property was let was the tenancy with the First and Second Respondent. She said that she had not let a property before or since. She said that before the tenancy, the Property was occupied by her when she returned from New Zealand.
7. The Tribunal noted that the claim was made up of 12 items and proposed to review each item with the Applicant and seek comment from the Respondent as the discussion progressed.
8. **End of tenancy clean - £119.** Ms King said that she relied on her letting agent to assess the Property at the end of the tenancy as she lives in New Zealand. She said that an inventory and check out report was prepared by Thomas Yule. She said the letting agent arranged for the Property to be cleaned at a cost of £119. A copy invoice had been produced. She said it was the policy of the letting agent to arrange an end of tenancy clean.
9. Ms Rooney said that she and Ms Kidd cleaned all of the rooms at the end of the tenancy. She said that before they moved in the cleaning of the Property was carried out by Ms King's daughter. She said that the Property was left in good order and this could be seen when the check in and check out reports were compared. She said that the photos attached to the 18 November 2024 submission were the photos she took at the end of the tenancy. She said the hall was shown at pages 3, 4, 5 and 6. She said the bathroom was shown at pages 7,8,9,10,11 and 12.
10. Ms King said that Mr Yule was given photos taken when the First and Second Respondent moved into the Property.
11. Mr Rooney said that he was in attendance when the First and Second Respondent moved into the Property and when they moved out. He said that his wife assisted with the cleaning at the end of the tenancy.
12. **Replacement tool box - £100.** Ms King said that there was a tool box filled with various tools and a power drill as well as drill bits was in the Property at the start of the tenancy. She said it was not there at the end of the tenancy. She referred the Tribunal to the check in report, page 13, photograph 8.9. She said that her daughter replaced the tool box and the tools at a cost of well over £100. She said her daughter did not keep the receipt. She said her daughter retained the tool box which Ms King would uplift when she was next in the UK and take back to New Zealand. The Tribunal noted the email from Ms Rooney to the

letting agent dated 13 September 2020 in which she stated that the check in inventory showed a tool box but she said that it was not in the Property. Ms King said the letting agent did not tell her about the email. She said that the toolbox was in the Property before the tenancy began. She could not confirm the date she was last in the Property before the tenancy began.

13. Ms Rooney said that when she received the check in report she took photos of any damage. She saw the reference to a tool box in the check in report but it was definitely not there at the date of entry. Mr Rooney said he did not see any tools in the Property when he helped the First and Second Respondent to move in.
14. Ms King said that her daughter was there when the First and Second Respondent moved into the Property. She said a lot of the tools had belonged to her late father. She said her daughter reported to her that the tool box was there. On further questioning Ms King said that she did not think that her daughter specifically looked for the tool box at the date of entry. She said she did not specifically ask her daughter about it.
15. **Lounge curtains clean - £136.45.** Ms King said that the Property was sold with the curtains in place. She said that there were a lot of stains on the curtains, particularly the lining. She said there were two curtains. She had produced a receipt from Johnstons Cleaners for £272.90. She said she was claiming half of that amount. She referred to the photo produced in her response to the direction. She said her daughter took the photo. She said she sent it to the inventor. She said the curtains were only installed around 4 months before the start of the tenancy.
16. Ms Rooney said she was not aware of staining on the curtains when she moved in or when she moved out. She said she was not aware of any incident that would have caused staining. She said the curtains could have been cleaned more cheaply.
17. **Kitchen light shade broken - £25.** The Tribunal noted that the First and Second Respondent had accepted that the shade had been damaged during the tenancy. Ms King said that the light shade in the kitchen was replaced. She said she did not have a receipt for the shade or the spacers required to make it fit but she had provided screenshots of the replacement from Amazon which indicated a cost of £11.99 for the shade and £4.29 for the spacers giving a total of £16.28. She said a friend bought these for her.
18. **Bathroom shaving mirror damaged - £25.** Ms King said that she attended the Property in August 2023 for a property inspection. She said that the First and

Second Respondent were present. She said she noted the mirror was sitting at an odd angle. She said there was blue tack holding it in place. She said she raised it with the First and Second Respondent and the letting agent. She said she also reported it to the inventor. She said she replaced the mirror. She said she did not have a receipt but had lodged a screenshot which indicated a cost of £25. She said that the mirror had been in place for perhaps 4 years before the tenancy started.

19. Ms Rooney said that the mirror was used every day. She said that a small screw would come loose and need to be re-inserted. She said that when the matter was raised at the inspection she referred to the loose screw. She said that no receipt for a replacement was provided to Safe Deposits Scotland. She said she was not aware of any blue tack. Ms Rooney said that property inspections took place around every 5 months and she did mention the loose screw in the mirror at those inspections.

20. **Depreciation – walls in entrance hall - £85; bedroom - £150 and kitchen - £125.** Ms King referred to pages 2 and 3 of the Yule check our report. She said her claim was based on the figures in Mr Yule’s report. She said she expected to pay for the Property to be repainted. She said the Property had been decorated a matter of months before the start of the tenancy and had not been occupied after that decoration. She said she would have expected to need to “freshen up” the property at the end of the tenancy but not the level of decoration that was required in this case. She said the painter told her it took longer to paint certain areas as there was tack residue which had to be scraped off. She said the painter did not say that his costs were more as a result of the tack residue. She said she did not know how Mr Yule arrived at the figures in his report.

21. Ms Rooney said that there had been blue tack on the walls in the kitchen. She referred to page 7 of the check in report which referred to scuffs and stains on the wall in the hallway. She also referred to the photos lodged with her 27 May 2024 representation.

22. The Tribunal noted that Ms Rooney’s email of 13 September 2020 raised issues about wear and tear and asked Ms King if the letting agent raised that with her. She said that she did not. She noted that clause 17 of the tenancy agreement prohibited the placing of blue tack on walls. Ms King said that a friend of hers arranged the decorator.

23. **Bedroom window frame gouge at lock level - £35** Ms King referred to the photo produced with her response to the direction. She said her daughter took the photo. She said the “gouge” area had to be filled

with wood filler. She said that her friend carried out the repair. She said he did not charge her for labour and she did not know how much they spent on wood filler.

24. Ms Rooney said that the “gouge” was at the level of the lock on the window. She said it was general wear and tear. She said she had no images of the window open. She said she did not recall the “gouge” being there or how it could have happened.
25. Mr Rooney said that the letting agent told him that a handyman called Gordon was going to fix this and that she paid him. Ms King said that the letting agent told her the handyman was going to fix this but he did not and she did not receive a bill from the letting agent for that work.
26. **Kitchen floor stain - £75.** Ms King referred to pages 4 and 8 of the Yule report. She said the cleaner was unable to remove the stain. She said her friend tried various products but they did not work. She said her friend did not charge her for doing so. She said the amount claimed was the sum allocated by the inventor.
27. Ms Rooney said that the stain was there at the date of entry. She said she took a photograph of it at the start of the tenancy and referred the Tribunal to the photos lodged with her 27 May 2024 written representation. She said this was also referred to in her email of 20 September 2020. Ms Rooney said the floor was in poor condition and the stain was present when she moved into the Property.
28. The Tribunal noted reference to a stain on the kitchen floor in the check in report. Ms King said that was a different stain. She said the flooring was about 7 years old.
29. **Kitchen drawer under oven handle broken - £15.** Ms King said that the handle on this drawer was replaced. She said she did not have a receipt. She said that her friend sourced the handle and fitted it. She said he did not charge for labour and she did not know how much the new handle cost.
30. Ms Rooney said that the drawer was stiff to open. She said that the handle came off but could be put back on. She said she left the piece of the handle in the Property at the end of the tenancy.
31. **Depreciation – contribution towards renewal of bedroom carpet - £300.** Ms King referred to the photo lodged with her response to the direction. She said she took the photo in August 2023. She said the photos lodged on objective connect showed several stains on the carpet. Ms King said that she had the

carpet cleaned but this did not remove the stains. She said she replaced the carpet at a cost of £300. She said she did not have a receipt.

32. Ms Rooney said that she and Ms Kidd had paid £70 for carpet cleaning. She referred to photos in the check in report which referred to sun staining. She said that any marks on the carpet were wear and tear. Ms King said the carpet was not old. She said it had been put in a couple of years before the tenancy started.

33. Ms Rooney said she understood that the Applicant's daughter had lived in the Property for some time. Ms King said that was not correct. She said her daughter lived in the Property when she was between flats probably around 2012.

Findings in Fact

The Tribunal made the following findings in fact:

1. The Applicant and the Respondent entered into a Tenancy Agreement which commenced on 6 September 2020 and ended on or about 9 October 2023 ("Tenancy Agreement").
2. The First and Second Respondent paid to the Applicant a deposit of £575.
3. The deposit was returned to the First and Second Respondent in full at the end of the tenancy.
4. Following the end of the tenancy the First and Second Respondent paid to the Applicant £107.81 in respect of pro rata rent and the cost of cleaning the bedroom carpet.
5. The Property was sold following the end of the tenancy.
6. The Property was cleaned by the Respondents at the end of the tenancy.
7. At the end of the tenancy the cleanliness of the Property was in the same order as it was in at the start of the tenancy.
8. At the start of the tenancy there was no tool box or tools in the Property.
9. At the end of the tenancy the curtains in the living area were stained.
10. The Applicant paid to have the curtains cleaned.
11. The kitchen light shade in the Property was damaged during the tenancy.
12. The cost to replace the damaged light shade was £16.28.

13. Any disrepair to the mirror in the bathroom at the end of the tenancy was due to ordinary wear and tear.
14. The requirement to decorate the Property at the end of the tenancy was due to ordinary wear and tear.
15. The Applicant did not incur any costs or suffer any loss as a result of a stain on the kitchen floor or damage to the window frame in the bedroom.
16. There was one stain on the bedroom carpet at the end of the tenancy.

Findings in Fact and Law

The Tribunal made the following findings in fact and law:

1. The First and Second Respondent failed to comply with their obligation to take reasonable care of the Property in that a light shade in the kitchen and curtains in the living room were damaged.
2. The Applicant incurred costs totalling £152.73 as a result of the First and Second Respondent's failure to comply with their obligation to take reasonable care of the Property.

Reasons for the Decision

34. The First and Second Respondent were tenants in terms of the Tenancy Agreement. The Third and Fourth Respondent had guaranteed the obligations of the First and Second Respondent under the Tenancy Agreement. Clause 49 of the Tenancy Agreement sets out the terms of the guarantee.
35. In terms of clause 17 of the Tenancy agreement the First and Second Respondent undertook to take reasonable care of the Property. In terms of clause 18 of the Tenancy Agreement the Applicant is responsible for ensuring the Property meets the repairing standard in terms of the Housing (Scotland) Act 2006. Also in terms of clause 18 the First and Second Respondent accepts the furnishings, effects, fittings and fixtures in the Property as being in good order and repair, other than is specified in the inventory, and the First and Second Respondent is obliged to keep them in like condition during the tenancy, with the exception of ordinary wear and tear. Finally, clause 18 provides that the First and Second Respondent is liable for the cost of repairs where the need for them is attributable to the fault or negligence of the First and Second Respondent.
36. In terms of clause 25 of the Tenancy agreement the First and Second Respondent is to receive a copy of the inventory no later than the start of the

tenancy and has a period of 7 days to ensure the inventory is correct. The First and Second Respondent agreed to replace or repair (or at option of the Applicant pay the reasonable cost of repairing or replacing) any of the contents which are destroyed, damaged, removed or lost during the tenancy, fair wear and tear excepted. In terms of clause 42, the First and Second Respondent undertakes to keep the Property in a good and clean condition and to leave the Property in a like condition. Clause 42 provides that the First and Second Respondent shall pay the cost of cleaning that may be required to reinstate the Property to the same order that it was provided at the beginning of the tenancy, including the cleaning of carpets and curtains which have been soiled during the tenancy.

37. The Applicant seeks a payment order against the Respondents in respect of the alleged failure of the First and Second Respondent to comply with their obligations under the Tenancy Agreement. Essentially this is a breach of contract claim. To be entitled to a payment order the Applicant requires to show, on the balance of probabilities, that the contract was breached and that she suffered loss as a result of the breach of contract.
38. The Applicant relied on her letting agent to assess the state of the Property at the end of the tenancy. She said that the letting agent's practice was to arrange an end of tenancy clean. A checkout report prepared by Thomas Yule was heavily relied upon by the Applicant. Mr Yule did not give evidence nor did the letting agent. The Yule report identified charges described as "depreciation" which he said were the liability of the tenant. The report contained no explanation as to how the figures were arrived at. The report contained no assessment of actual loss suffered by the Applicant.
39. Against the backdrop of the contractual relationship between the Parties and the common law, the Tribunal considered each element of the claim.
40. The Applicant sought to recover £119 in respect of the cost of cleaning the Property at the end of the tenancy. The Yule report listed numerous items which the author of the report said required to be cleaned. The First and Second Respondent said they cleaned the Property at the end of the tenancy. Mr Rooney said that his wife assisted with that. The Respondents lodged photos taken at the end of the tenancy. These were lodged with the written representation provided by Mr Rooney on 18 November 2024. The Yule report said that the bathroom required to be cleaned. It also said that the floors in the hall and living room required to be cleaned. The photos in the Yule report were generally close ups and therefore did not assist in providing a general view of each room in the Property. The photos of the bathroom, hall and living room lodged by the First and Second Respondent indicated that the bathroom fittings

were clean as were the floors in the hall and living room. The check in report contained photos of the Property at the date of entry. The level of cleanliness shown in the photos lodged by the Respondents appeared to the Tribunal to be the same as the level of cleanliness shown in the check in report. The First and Second Respondent's obligation was to pay for cleaning costs required to reinstate the Property to the same order that it was provided at the beginning of the tenancy. The Tribunal considered that the First and Second Respondent complied with their obligation and were therefore not liable to pay for the cost of cleaning the Property.

41. The Applicant sought to recover the cost of replacing a tool box and tools. The tool box was shown in a picture in the check in report. Ms Rooney's evidence was that it was not there when the First and Second Respondent took up occupation of the Property. Her evidence was supported by the email she sent to the letting agent on 13 September 2020 noting that the tool box was not in the Property. The Applicant's evidence was that the tool box was in the Property before the tenancy began but she could not say the date she last attended the Property. She said her daughter was at the Property on the date the tenancy started but she did not specifically refer to the tool box being in the Property. Whilst the Tribunal accepts that the tool box was in the Property when the check in report was prepared, the Tribunal accepts the evidence of Ms Rooney, supported by her email of 13 September 2020, that it was not there at the date of entry. In those circumstances, the First and Second Respondent have no obligation to meet the cost of replacing the tool box and tools.
42. The Applicant sought to recover £136.45 in respect of the cost of cleaning two curtains. A receipt was provided in support of the sum claimed. The Applicant lodged a photo showing staining on the curtains. The Applicant's evidence was that the curtains were hung in the Property around 4 months before the tenancy commenced. Ms Rooney's evidence was that she was not aware of staining on the curtains. The Tribunal accepted the Applicant's evidence. The sum claimed was supported by a receipt. The Tribunal considered that the First and Second Respondent had failed to comply with their obligations under clause 42 of the Tenancy Agreement and the Applicant is entitled to recover the sum claimed of £136.45.
43. The Applicant sought to recover £25 in respect of the cost of replacing a broken light shade. The First and Second Respondent had accepted early in the Tribunal process that the light shade was broken during the tenancy. The Tribunal considered that the First and Second Respondent had failed to comply with their obligations under clause 25 of the Tenancy Agreement and the Applicant was entitled to recover losses suffered as a result. The Applicant's evidence was that the light shade was replaced. The Tribunal accepted that

evidence. She did not provide a receipt in support of the claim but did provide screenshots of what was purchased to replace the light shade. The screenshots were of a light shade costing £11.99 and spacers costing £4.29 giving a total of £16.28. The Tribunal considered that the Applicant is entitled to recover that sum from the Respondents.

44. The Applicant sought to recover £25 in respect of the cost of replacing a shaving mirror in the bathroom which was damaged. The Applicant's evidence was that the mirror had been in the Property for around 4 years. She said that when she attended a property inspection in August 2023 she noted that the mirror was sitting at an odd angle. Ms Rooney's evidence was that the mirror was used on a daily basis and that a screw would often come loose and require to be replaced. In terms of clause 18 of the Tenancy Agreement the First and Second Respondent accepted the furnishings, effects, fittings and fixtures in the Property as being in good order and repair, other than is specified in the inventory, and undertook to keep them in like condition during the tenancy, with the exception of ordinary wear and tear. It was apparent to the Tribunal that there was an issue with the mirror whether that was a loose screw or an attempt to hold the mirror in place with blue tack. The Tribunal noted that the mirror was used on a daily basis throughout a 3 year tenancy. It had been in place for 4 years at the start of the tenancy. The Tribunal considered that any damage caused to the mirror was ordinary wear and tear. In those circumstances, the First and Second Respondent have no obligation to meet the cost of replacing the mirror.
45. The Applicant sought to recover £360 in respect of the cost of painting the hall, bedroom and kitchen / living area. The Applicant's evidence was that she expected to have to "freshen up" the Property at the end of the tenancy but not to have to carry out "this level of decorating". No evidence was presented as to the cost of a "freshen up" as opposed to the decoration actually carried out. Ms Rooney referred the Tribunal to the check in report which referred to scuffs and stains on the walls in the hall. General wear and tear was referred to in her email to the letting agent of 13 September 2020. The Tribunal noted that terms of the check in report and that the tenancy was for some 3 years. The Tribunal considered that any marks on the walls of the Property were ordinary wear and tear. In those circumstances, the First and Second Respondent have no obligation to meet the cost of painting the hall, bedroom and kitchen / living area.
46. The Applicant sought to recover £35 in respect of damage to a window frame in the bedroom. Ms Rooney's evidence was that she did not recall the damage in question and in any event it was general wear and tear. The Applicant told the Tribunal that her friend rectified the damage by inserting wood filler. He did

not charge her for the work. She did not know how much the wood filler cost. There was no evidence presented to show that the Applicant incurred any costs or suffered any loss as a result of the damage to the window frame. In those circumstances, even if the damage was caused by the First and Second Respondent failing to comply with their obligations under the Tenancy Agreement, the Applicant has no legal basis for a claim in respect of this item.

47. The Applicant sought to recover £75 in respect of a stain on the kitchen floor. The Applicant's evidence was that the stain was not there at the start of the tenancy. The evidence of Ms Rooney was that the stain was there at the date of entry. The Applicant's evidence was that her friend tried various products to remove the stain without success. Her friend did not charge the Applicant for doing this. The Property was sold with the flooring in place that bore the stain. The Applicant did not incur any costs or suffer any loss as a result of the stain. In those circumstances, even if the stain was caused by the First and Second Respondent failing to comply with their obligations under the Tenancy Agreement, the Applicant has no legal basis for a claim in respect of this item.

48. The Applicant sought to recover £15 in respect of the cost of replacing a handle on a drawer below the oven. Ms Rooney's evidence was that the handle "came off". The Applicant's evidence was that the handle was replaced. She said her friend sourced and fitted the handle. She did not know how much it cost and did not have a receipt. There was therefore no evidence before the Tribunal of the level of any costs incurred or losses suffered as a result of the handle breaking. In those circumstances, even if the damage to the handle was caused by the First and Second Respondent failing to comply with their obligations under the Tenancy Agreement, there was insufficient evidence before the Tribunal to allow the Tribunal to assess the loss.

49. The Applicant sought to recover £300 in respect of the cost of replacing the bedroom carpet. The Applicant had lodged a photo which showed staining on the bedroom carpet. The carpet had been cleaned at the end of the tenancy. The First and Second Respondent had reimbursed the cost of that to the Applicant. The Applicant's position was that the cleaning did not remove the stains and the carpet had to be replaced. Her evidence was that the cost of replacing the carpet was £300. No receipt was produced. She said the replacement was arranged by her friend. Ms Rooney's evidence was that any staining was ordinary wear and tear. The check in report noted that there were "sun faded " areas on the carpet. The Applicant's evidence was that she would not have replaced the carpet only because of "sun faded" marks. The photo lodged by the Applicant and the photo of the bedroom carpet in the Yule report indicated the presence of one stain. It seemed to the Tribunal that replacing the entire carpet due to one stain was excessive. The Tribunal considered that one

stain on the bedroom carpet was ordinary wear and tear. In those circumstances, the First and Second Respondent have no obligation to meet the cost of replacing the carpet.

Decision

50. The Tribunal grants an order for payment of £152.73 being the sum claimed to clean curtains and the cost of replacing the broken lightshade in the kitchen of the Property .

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.

J.Devine

Legal Member

Date: 22 November 2024