

Housing and Property Chamber
First-tier Tribunal for Scotland



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

Repairing Standard Enforcement Order under Section 24(2) of the Housing (Scotland) Act 2006

Chamber Ref: FTS/HPC/RP/24/2849

Re: Property at Flat 2, Malcolm Street, Wick, KW1 5AF, being one of three houses in which Building known as Amherst House, Malcolm Street, Wick has been divided, described in and with other subjects conveyed by Feu Charter to Trustees of Roman Catholic Congregation recorded 13 May 1862 (SS 28-98/5507) (“the Property”)

Parties:

The Trustees of the Roman Catholic Diocese of Aberdeen, St Marys House, 14 Chanonry, Old Aberdeen, Aberdeen, AB24 1RP (“the Landlord”)

Paul Baker, Flat 2, Malcolm Street, Wick, KW1 5AF (“the Tenant”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Angus Anderson (Ordinary Member)

Whereas in terms of their decision dated 23 December 2024, the First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”) and in particular that the landlord has failed to ensure that:-

- (i) the house is wind and watertight and in all other respects reasonably fit for human habitation;
- (ii) the structure and exterior of the housing is in a reasonable state of repair and in proper working order.
- (iii) the installations in the house for the supply of water, gas, electricity, and any other type of fuel, and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order.
- (iv) the house meets the tolerable standard. In particular the house has an interlinked system of fire and smoke alarms.
- (v) any common parts pertaining to the house can be safely accessed and used.

the Tribunal now requires the landlord to carry out such work as is necessary for the purposes of ensuring that the house concerned meets the Repairing Standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular the Tribunal requires the landlord to:-

- (i) Instruct a roofing specialist to inspect the interior and exterior of the property and communal staircase and in particular, the roof and chimneys in order to identify the cause of water ingress and carry out such works as are necessary to ensure the roof is wind and watertight and thereafter to repair the damaged ceiling within the kitchen area;
- (ii) Inspect the lounge and front bedroom windows of the property and carry out such works as are necessary to ensure that they are in a reasonable state of repair;
- (iii) Instruct a suitably qualified electrician to inspect the heating system in the property, and undertake any repairs or replacements required to ensure that the heaters are in a reasonable state of repair and in proper working order;
- (iv) Undertake such repairs and maintenance as are necessary to ensure the water installation is in a reasonable state of repair and in proper working order and thereafter to provide an updated Legionella Assessment and to submit this to the Tribunal;
- (v) Install smoke and heat detectors in the property in accordance with Scottish Government guidance;
- (vi) Repair or replace the external flood lights to ensure these are in proper working order; and
- (vii) Carry out any re-decoration required after completion of the works at (i) and (ii).

The Tribunal orders that the works specified in this Order must be carried out and completed within a period of **three months** from the date of service of this Notice.

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.

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

Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this and the preceding page(s) are executed by Ruth O'Hare, Chairperson, c/o Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT in Aberdeen on 23 December 2024 before this witness:-

R O'Hare

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 24(1) of the Housing
(Scotland) Act 2006**

Chamber Ref: FTS/HPC/RP/24/2849

Re: Property at Flat 2, Malcolm Street, Wick, KW1 5AF (“the Property”)

Parties:

**The Trustees of the Roman Catholic Diocese of Aberdeen, St Marys House, 14
Chanonry, Old Aberdeen, Aberdeen, AB24 1RP (“the Landlord”)**

Paul Baker, Flat 2, Malcolm Street, Wick, KW1 5AF (“the Tenant”)

Tribunal Members:

Ruth O'Hare (Legal Member) and Angus Anderson (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”). The Tribunal accordingly made a Repairing Standard Enforcement Order (“RSEO”) as required by Section 24(2) of the Act.

Background

1 By application to the Tribunal dated 19 June 2024 the Tenant alleged that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act. In particular the Tenant considered that the Landlord had failed to comply with their duty to ensure that the house meets the Repairing Standard in that they had failed to ensure that:-

- (i) The house is wind and watertight and in all other respects reasonably fit for human habitation;
- (ii) The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;

- (iii) The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order;
- (iv) The house met the tolerable standard; and
- (v) Common doors are secure and fitted with satisfactory emergency exit locks.

- 2 In summary the Tenant alleged that there had been water ingress, the windows were in poor repair and draughty, the doors rattled and were draughty in the wind, the heating system was expensive and ineffective, the cold water system was fed by a storage tank with black sludge coming out of the taps, the smoke detectors were not interconnected, there was no means of escape in case of fire, and there was no external light.
- 3 By Notice of Acceptance of Application a Legal Member with delegated powers from the Chamber President intimated that there were no grounds upon which to reject the application. The application was therefore referred to the Tribunal for a determination and Notice of Referral was served on the Landlord under Schedule 2, Paragraph 1 of the Act. An inspection was scheduled for the 31st October 2024 with a hearing to take place later that day by teleconference. Notification was given to the parties and both were invited to make written representations.
- 4 On 11th October 2024 the Tribunal issued a Direction requiring the Landlord to provide a legionella risk assessment in advance of the inspection and hearing.
- 5 On 11th October 2024 the Tribunal received an email from the Landlord with written representations. In summary the Landlord accepted the substance of the application and apologised for the situation that had arisen. They cited difficulties with obtaining suitably qualified contractors to carry out roof repairs that were necessary to address the water ingress. A contractor had now been engaged and was on site. The Landlord acknowledged failings in the management of their rental properties, particularly in the remote parts of the diocese and outlined the steps that they had put in place to address this including appointing an interim property manager who had been charged with drawing up revised guidelines for the management of the properties. The Landlord explained that they had reached out to the Tenant and provided a letter that had been sent to him explaining the steps that the Landlord was taking regarding the repairs. The Landlord expressed a commitment to remedy the situation and requested a postponement of the hearing until they had concluded their approach.
- 6 The Tribunal sought the Tenant's comments on the request for postponement however no response was received. The Tribunal subsequently received an email from the Landlord confirming that they would arrange for a representative to attend the inspection and hearing.

The Inspection

- 7 The Tribunal inspected the property at 10.00am on 31st October 2024. The Tenant was in attendance and permitted access. The Landlord was not present nor represented. The weather was dry, bright and windy.
- 8 The property is a second floor flat within a three storey tenement. There are church offices on the ground floor and a total of four flats on the upper floors. The building appears to have been constructed upwards of 100 years ago. The walls are solid stone and the roof is pitched and slated. There are flat roofed dormers to the rear roof slope. The front windows are single glazed, sash and case fitments. The rear windows are PVC framed and are double glazed.
- 9 The accommodation comprises: communal entrance hallway and staircase, lounge with kitchen area on open plan, inner hallway, front bedroom, rear bedroom, bathroom with WC. The rear roof could not be seen due to the configuration of the buildings. The roof and upper parts of the building were inspected from ground level, with the aid of binoculars. The rear bedroom was not inspected.
- 10 The inspection commenced in the communal staircase. There are pendant style light fittings with daylight sensing lamps at each level; the Tenant reported that these are operational. The Tenant highlighted the lack of emergency lighting with back-up battery power. The Tenant highlighted the lack of secondary emergency escape route from the building. Staining and efflorescence was visible at the top landing, adjacent to the entrance of Flat 2. Moisture levels were tested using a Protimeter Surveymaster moisture meter. High readings (c 99%) were observed to the stained areas of the plaster.
- 11 Within the kitchen area of the property, an area of approximately one square metre of the plasterboard of the ceiling had fallen down due to a previous roof leak. The Tenant advised that a repair had been carried out externally, water was not coming in now, but he believed the roof had deteriorated again, externally due to bird damage.
- 12 There is a mains powered smoke alarm in the lounge area. The alarm was tested and sounded. The end of life date label showed November, 2028. However, it is not linked to the older style battery alarm within the inner hallway. There is no heat alarm present in the kitchen area. The Tenant pointed out that there are no alarms within the communal staircase.
- 13 The front windows were inspected and the left (as viewed from outside the front of the building) was opened. There are areas of perished and missing putty. The sill is beginning to soften due to decay. The decorations are weathered. Wind noise was audible adjacent to both windows. Within the front bedroom, the window was in a similar state to the lounge, but additionally, there was a broken sash cord.

- 14 There is an electric storage heater within the lounge. It has an integral instantaneous back-up/boost heater. There are wall mounted electric panel heaters in the front bedroom and bathroom. The thermostat knob of the bathroom heater is missing. It was not possible to assess the operation of the heating system as the electric supply was off.
- 15 There is a traditional white bathroom suite. The cold taps of the bath and basin were dripping. There was a build-up of a grey-black residue to these taps. The cover is missing from the immersion heater of the hot water cylinder, located within the bathroom. Although not listed on the application, this is highlighted here as there are exposed, live conductors which pose an obvious risk of electrocution. The kitchen tap was tested. Flow of the cold water was sufficient. Flow of the hot water was more moderate, as it is likely to be gravity-fed.
- 16 The exterior of the building was inspected. There are three motion activated floodlights to the front and side of the building. As it was daylight, the operation of these lights could not be assessed. However, one facing the drying green was on during the inspection. The Tenant reported that the other two do not work. It was clear that there was work ongoing to the exterior, with scaffolding around the two central chimneys and the south eastern chimney. It appeared that the flashings were in course of repair/renewal. Open joints/weathered pointing and stonework was visible to the masonry of the chimney stacks. Slating to visible parts of the roof appeared largely complete and intact. Some vegetation was visible to the north western gable. Visible parts of the rainwater goods appeared intact/complete. Following the inspection, the tenant described the door locks as being deficient and stated that the exterior doors should all open outwards.

The Hearings

- 17 The first hearing took place following the inspection by teleconference. The Tenant was in attendance. The Landlord was not present nor represented. The Tribunal noted that they had been given notification of the date and time of the hearing and therefore determined to proceed in their absence.
- 18 The Tribunal took the Tenant through the findings from the inspection. The Tenant had no comments to add and no further information he wished the Tribunal to take into account in its determination of the application. The Tribunal therefore concluded the hearing and determined to issue its decision in writing.
- 19 Following the hearing the Tribunal received a legionella risk assessment from the Landlord. The Tribunal also received an email from the Landlord advising that they had tried to join the hearing but had been unaware that the time of the hearing had been changed. The Landlord noted that the person who would have opened the mail was currently off ill and their representative who planned on attending the hearing had not seen the latest notification. The Landlord provided a statement that they intended to read at the hearing. The

Tribunal therefore considered it would be in the interests of justice to schedule a further hearing to allow the Landlord an opportunity to make submissions if they wished prior to the Tribunal reaching a decision on the application.

- 20 The second hearing took place by teleconference on 5 December 2024. The Tenant was in attendance. The Landlord was represented by Mr Anthony Layden. The Tribunal had circulated a copy of the inspection report and photo schedule to parties in advance of the hearing and requested comments from the parties on the content of the report.
- 21 The Tenant advised that there had been a couple of developments since the inspection in October. The cap on the immersion heater had been replaced and the sash cord and sash frame for the window in the bedroom had been refitted. The Tenant confirmed that he was not currently residing at the property and was in the process of clearing out his things. He was unlikely to return to live there and was planning on giving notice to end the lease in January 2025. It was no longer viable for him to live there as his employment would be based elsewhere.
- 22 Mr Layden advised that the inspection report did not contain any surprises. The contractors who were on site had since reported to him that the exterior repairs were complete. The Landlord was awaiting a quote for the internal refurbishment. Mr Layden explained that the contractors were more or less given a free hand to identify what works were required and complete said works. He was unable therefore to provide any specification as to what works had been carried out. He was aware that a sky light had been replaced along with various roof slates.
- 23 The Tribunal then proceeded to discuss the various items in the application and asked parties for their comments.

Water ingress

- 24 The Tenant explained that the kitchen ceiling was leaking again and it appeared that the repairs had not been effective. There had also been a leak from the roof in the communal hallway and a neighbour had placed a bucket in the stair to catch the water. The Tenant advised that the leak in the kitchen appeared to be coming from an area of flat roof, as opposed to the chimneys which he understood had been the focus of the recent repairs.
- 25 Mr Layden explained that he had spoken with the contractors the week prior to the hearing. They had advised him that a neighbour had reported water ingress and had placed a bucket on the stairs. Mr Layden understood that the problem had been the skylight and this had since been replaced. Mr Layden was unaware of any further leaks to the property, however if there was ongoing water ingress the Landlord would fix it.

- 26 The Tenant advised that there was no skylight in the communal stair area. There was a window at the top of the stairs. The only skylight was in the church building.

Windows

- 27 The Tenant advised that he had nothing more to say on this item. He confirmed that he himself had reattached the sash cord to the bedroom window and had put the beading back in.
- 28 Mr Layden advised that he assumed the contractors were instructed to make the building wind and watertight, which would include any repairs to the windows to prevent drafts. Mr Layden confirmed that he would instruct the contractors to ensure they look at the windows as part of the internal refurbishment.

Doors

- 29 The Tenant explained that nothing had changed insofar as the doors were concerned. They continued to bang in the wind and did not lock shut.
- 30 Mr Layden confirmed that the doors would be looked at as part of the internal refurbishment work.

Heating

- 31 The Tenant advised that he did not have anything to say on this item, other than the fact that the heating was expensive and ineffective. The Tribunal asked the Tenant whether the heaters were working as they were designed to work. The Tenant advised that the heater in the bathroom was missing a dial and did not appear to have any power to it except during the night from midnight to 4am. The Tenant did not know how to get the heater to work. It was the same with the heater in the back bedroom. The storage heater in the front room had power on a secondary plug but the Tenant had not been provided with instructions on how to operate it. The bedroom heaters had power at night.
- 32 Mr Layden advised that he had nothing to usefully add on behalf of the Landlord regarding the heaters.

Water supply

- 33 The Tenant advised that the problems with the water supply were ongoing. There were dripping taps in the bathroom and black sludge had built up in the washer as a result.
- 34 Mr Layden advised that the taps would be part of the internal refurbishment. The Landlord had taken the view that the priority was to get the property wind

and watertight first. The plumbing system would be looked at as part of the internal refurbishment.

Smoke and heat detectors

35 The Tenant advised that there had been no changes to the smoke detectors. They were not interconnected.

36 Mr Layden explained that the Landlord's health and safety inspector had visited the property and did not identify any issues with the smoke and heat detection. However the Landlord would arrange for the inspector to attend the property again to have another look.

Fire escape

37 The Tenant advised that he had nothing to say on this item.

38 Mr Layden advised that a colleague had commented that it would be difficult to fit a fire escape to a listed building. He stressed that the Landlord would not re-let the property if it was not compliant with health and safety regulations.

External lights

39 The Tenant pointed out that there was no external light and no emergency lighting internally. He also stated that the entrance doors should open outwards on any final fire escape route.

40 Mr Layden had no comments to add on this item.

Closing submissions

41 The Tribunal gave both parties the opportunity to make any closing statements. The Tenant advised that he had nothing more to add.

42 Mr Layden thanked the Tribunal for holding another hearing, noting that he had missed the last one. He referred to the letter from the bishop which had been sent to the Tribunal on 11 October. The bishop had asked Mr Layden to repeat his apology for the situation. The condition of the flat spoke for itself. Mr Layden highlighted the difficulty in sourcing suitable contractors, particularly when there had been extensive damage to properties in the area following recent storms. However the Landlord could and should have done better. Mr Layden explained that the person previously responsible for managing the property had suffered a heart attack and had been off on a long term basis, having only recently returned to work. The Landlord had since hired a property manager who would commence employment with them in January 2025. Mr Layden advised that historically the rental properties owned by the diocese would have been managed by the parish priest, however given the size of the operation this was no longer practical.

43 The hearing concluded and the Tribunal determined to issue its decision in writing.

44 **Findings in Fact**

The Tribunal found the following facts to be established:-

45 The Landlord and the Tenant entered into a tenancy agreement for the property which commenced on 2 March 2022.

46 There is ongoing water ingress through the kitchen ceiling of the property.

47 There is evidence of damp in the communal area pertaining to the property.

48 There are areas of perished and missing putty to the windows of the property. The window sills are beginning to soften due to decay and the decorations are weathered.

49 The thermostat knob of the electric panel heater in the bathroom is missing.

50 The cold taps of the bath and basin in the bathroom cannot be fully turned off. Both taps emit a continuous drip of water.

51 The smoke detectors within the property are not interconnected. There are no heat detector in the kitchen area.

52 There is automatic lighting in the communal stair pertaining to the property which is controlled by daylight sensors and functions correctly.

53 There are three motion activated floodlights to the front and side of the building. The floodlights are not in proper working order.

Reasons for Decision

54 The Tribunal determined the application having regard to the terms of the application, the written representations from the parties, the submissions at the hearing, and the findings of the Tribunal's inspection. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information upon which to reach a fair determination of the application.

55 Section 24(1) of the Act provides that where an application is received from a Tenant under section 22(1), the Tribunal must consider whether the landlord has complied with the repairing standard duty as outlined in section 13 of the Act. Furthermore, in terms of section 13(3) of the Act, the Tribunal must have regard to the age, character and prospective life of the property when determining whether there has been a breach of the repairing standard.

56 Based on its findings in fact the Tribunal concluded that the property does not presently meet the repairing standard. The Tribunal welcomed the steps that

had been taken by the Landlord to address many of the issues raised by the Tenant in the application. However it was clear from the Tribunal's inspection, and the submissions at the hearing, that many of the items of disrepair still require to be addressed.

- 57 The Tribunal took into account Mr Layden's comments about the external works that had been carried out to the roof, which he now believed to be complete. However Mr Layden had been unable to provide any specification on what exactly had been done by the contractor. The Tribunal could not therefore satisfy itself that the water ingress has now been properly addressed, particularly as the Tenant had given evidence of a recent leak through the kitchen ceiling. Having considered this, together with the damp readings taken during the inspection, the Tribunal is unable to conclude that the property is wind and watertight. The Tribunal therefore requires the Landlord to carry out further investigatory work to the roof in order to identify the cause of the water ingress and carry out appropriate repairs to address the defect.
- 58 The Tribunal then considered the windows. The Tribunal accepted that due to the age and character of the windows, which were the original sash and case, there will inevitably be challenges in making them fully windproof and a level of drafts was to be expected. However the Tribunal concluded based on its findings in fact that the windows are not in a reasonable state of repair and further work is required to ensure compliance with the repairing standard. The Tribunal was unable to make any findings regarding the doors in the property as a full inspection of the doors was not undertaken during the course of the inspection, but did note Mr Layden's comments that these would form part of the internal refurbishment of the property, which was welcomed by the Tribunal.
- 59 With regard to the heating system, on the basis that there was no existing electricity supply at the time of the inspection, the heaters could not be fully tested during the inspection. As a result, the Tribunal was unable to establish that the heaters are in proper working order. In light of the Tenant's submissions, the Tribunal considered it would require further evidence from the Landlord in order to be satisfied that the heaters are fully functioning as intended as at the present time it is unable to conclude that heating system is compliant with the repairing standard. The Landlord will therefore require to carry out a comprehensive test of the heaters in the property, as well as replacing the thermostat knob on the bathroom heater to ensure it is in proper working order. The Tribunal would also request that the Landlord provide the Tenant, along with any future occupants, with comprehensive instructions on how to use the heating system.
- 60 With regard to the water quality, the Tribunal had regard to the legionella risk assessment that had been submitted by the Landlord. Although the assessment identified additional risk due to the property not being occupied, it also identified that the water tank required cleaning and the lid did not fit closely. The cold water was too warm and the hot water too hot.. From its own inspection, the Tribunal saw that some of the taps were dripping or difficult to

close fully. These taps were noticeably affected by the black sludge. The Tribunal therefore concluded that the water installation was not in a reasonable state of repair nor in proper working order and requires repair in order to ensure compliance with the Repairing Standard.

- 61 The Tribunal was satisfied based on its findings in fact that the property does not comply with the legal requirements for smoke and heat detectors, in that the inner hallway alarm is an old model that does not have a sealed for life battery, the alarms are not interlinked and there is no heat detector in the kitchen. This therefore constitutes a failure of the Repairing Standard.
- 62 With regard to the provisions for escape in the event of fire, the Tribunal noted the available exits and was satisfied that these are appropriate, having regard to the age and character of the property. Whilst building standards may have since moved on, they cannot be applied retrospectively. The property had an available means of escape via the communal stair and through the front door to the building. All of the exit doors opened easily and without a key from within the building. The issues raised by the Tenant regarding a lack of available exits, coupled with the fact that the doors did not open outwards, was not in the view of the Tribunal a failure of the Repairing Standard.
- 63 Finally, with regard to the communal and external lighting, the Tribunal noted the automatic lighting in the hallway was confirmed by the Tenant during the inspection to be fully functioning. The Tribunal did however accept that the external lights are not functioning correctly and this would hinder safe access for occupants both to and from the communal areas of the property. The Tribunal therefore found the defective external lighting to amount to a breach of the Repairing Standard.
- 64 The Tribunal therefore concluded that the property does not meet the Repairing Standard for the above reasons and in terms of the following provisions of the Act:
- (i) In respect of 13(1)(a), the house is not wind and watertight and in all other respects reasonably fit for human habitation.
 - (ii) In respect of 13(1)(b), the structure and exterior of the housing is not in a reasonable state of repair and in proper working order.
 - (iii) In respect of 13(1)(c) the installations in the house for the supply of water, gas, electricity, and any other type of fuel, and for sanitation, space heating by a fixed heating system and heating water are not in a reasonable state of repair and in proper working order.
 - (iv) In respect of 13(1)(h), the house does not meet the tolerable standard. In particular the house does not have an interlinked system of fire and smoke alarms.
 - (v) In respect of 13(1)(i) any common parts pertaining to the house cannot be safely accessed and used.
- 65 The Act states that where a Tribunal decide that a landlord has failed to comply with their duty in that respect, the Tribunal "must by order require the

landlord to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard". The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of Section 24(2) of the Act. The Tribunal further determined that an appropriate timescale for the works to be carried out is three months.

66 The decision of the Tribunal was unanimous.

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.

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

R O'Hare

23 December 2024

✓ **Legal Member/Chair**

Date