



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies)(Scotland) Act 2016**

**Chamber Ref: FTS/HPC/CV/23/2636**

**Re: Property at Wogle Cottage, Kintore, Aberdeen, AB21 0SP (“the Property”)**

**Parties:**

**Craigmar Properties, Craigmar Properties, Chapel Works, Bucksburn, Aberdeen, AB21 9TL (“the Applicant”)**

**Mr Jamie Goldie, Miss Jodi Coutts, 16 Fairview Avenue, Danestone, Aberdeen, AB22 8ZA; 5 Strabathie Drive, Bridge Of Don, Aberdeen, AB23 8BF (“the Respondent”)**

**Tribunal Members:**

**Gabrielle Miller (Legal Member) and Gerard Darroch (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment for £4550 (FOUR THOUSAND FIVE HUNDRED AND FIFTY POUNDS).**

**Summary of Discussion**

**Background**

1. An application was received by the Housing and Property Chamber dated 28<sup>th</sup> July 2023. The application was submitted under Rule 111 of The First-tier for Scotland Housing and Property Chamber (Procedure) Regulations 2017 (“the 2017 Regulations”). The application was based on the Respondent not maintaining rent payments.
2. On 1<sup>st</sup> November 2023 all parties were written to with the date for the Case Management Discussion (“CMD”) of 8<sup>th</sup> December 2023 at 2pm by teleconferencing. The letter also requested all written representations be submitted by 22<sup>nd</sup> November 2023.

3. On 3<sup>rd</sup> November 2023, sheriff officers attempted to serve the letter with notice of the CMD date and documentation upon both of the Respondents. This service was not able to be effected as it during their investigations the Sheriff Officers were told that the Respondents had moved out of the Property but that they collected their post and had belongings in the Property. A neighbour told the Sheriff Officers that the previous week one of the Respondents had broken their key in the lock. The Applicant's representative had changed the lock at that point. The Sheriff Officers were given information about a new address but were not given the correct address. They were given a phone number for the Second Named Respondent. They managed to speak to her on one occasion but a subsequent call was terminated by her before they could speak to her.
4. On 30<sup>th</sup> November 2023, the Applicant's representative emailed the Housing and Property Chamber to amend the sum sought to £6500. The conjoined eviction case was withdrawn.
5. On 10<sup>th</sup> January 2024, the First Named Respondent emailed the Housing and Property Chamber stating that the Respondents have not lived in the Property for 1 year. He said that the Property was mouldy which was not attended to by the Applicant.
6. On 11<sup>th</sup> January 2024, the First Named Respondent emailed the Housing and Property Chamber stating that the Respondents would not be addressing the arrears or involved with the case.
7. On 19<sup>th</sup> February 2024, the Applicant's representative emailed the Housing and Property Chamber stating that the Respondents stopped paying rent on 26<sup>th</sup> January 2023. There was no mention of mould in the Property until March 2023. The email responded to points on the Property being mouldy and referenced government grants. The oil tank was left dry. It was also noted that section 23 of the lease states that there needs to be 28 days notice given to terminate the tenancy.
8. On 20<sup>th</sup> February 2024, the First Named Respondent emailed the Housing and Property Chamber stating that he disputed points raised by the Applicant's representative. This confirmed that he had been allocated a local authority property. He said that there was an issue with the water in the Property.
9. On 10<sup>th</sup> January 2024 all parties were written to with the date for the CMD of 26<sup>th</sup> February 2024 at 10am by teleconferencing. Service by Advertisement was undertaken upon the Respondents from 10<sup>th</sup> January 2024.

#### The Case Management Discussion

10. A CMD was held 26<sup>th</sup> February 2024 at 10am by teleconferencing by teleconferencing. The Applicant was represented by Mr Charles Marshall, Administrator, Craigmar Properties. The Respondents were not present. The Tribunal proceeded in terms of Rule 29 of the Rules. Mr Marshall said that an email had been lodged with the rent account. He noted that it was late in that it could have been lodged sooner. The Tribunal considered that suitable notice had been given to the Respondents about the amendment of the amount and

that this was further evidence to support that. There has been no dispute from either of the Respondents about increasing the amount to £6500. This is to the end of the tenancy when the locks were changed. Insofar as the First Named Respondent raising issues around mould the Tribunal did not consider this a ground for continuing to a hearing. The Respondents have not attended the hearing despite being in contact with the Housing and Property Chamber. There has been no evidence lodged of the mould and the extent that it impacted upon the Respondents determination not to pay the rent. There is no evidence of the rent being withheld. There is no evidence of the notifications that have been sent to the Applicant. Taking this as a whole the Tribunal found that this point could not be considered further. The Tribunal noted the point raised by the Applicant that the lease contained a notice period which was contractually binding upon the Respondents. The Tribunal was satisfied that the outstanding amount for £6500 was due to the Applicant by the Respondents and that it was appropriate to grant an order accordingly. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £6500.

11. On 26<sup>th</sup> March 2024, the Second Named Respondent, Ms Jodi Coutts emailed the Housing and Property Chamber requesting permission to appeal the decision. This was based upon evidence which the Tribunal did not have before it at the time of its decision.
12. On 4<sup>th</sup> April 2024, an email was received by the Housing and Property Chamber from Ms Charlotte Reid, Trainee Solicitor, Civil Legal Assistance Office. This email was on behalf of her client Ms Jodie Coutts. The email requested that the appeal be withdrawn and replaced with a late recall request. It was stated that the Respondent was not present at the CMD and was not legally represented. She was not present as service of the documents was not served effectively upon her though it was served by advertisement. The Respondent did not apply for a recall within 14 days as required by Rule 30(4). However, the Tribunal accepted the reasons for this which was explained by the Respondent's legal representative in the email of 4<sup>th</sup> April 2024. The Tribunal hereby extends the period to allow the recall late in terms of Rule 30(5). The Tribunal accepted that it was in the interest of justice to allow the recall to be granted given that the Respondent could not attend due not being aware of the CMD and not being legally represented. The recall was allowed.
13. On 25<sup>th</sup> September 2024, an email was received by the Housing and Property Chamber from Ms Charlotte Reid, Trainee Solicitor, Civil Legal Assistance Office. This lodged a submission on behalf of the Second Named Respondent.

#### Continued CMD

14. A CMD was held 2<sup>nd</sup> October 2024 at 10am by teleconferencing by teleconferencing. The Applicant was represented by Mr Charles Marshall, Administrator, Craigmar Properties. The First Named Respondent was present and represented himself. The Second Named Respondent was not present but was represented by Ms Charlotte Reid, Trainee Solicitor, Civil Legal Assistance Office.
15. Mr Marshall stated that he was still looking for an order to be granted and nothing had changed from his point of view.

16. Mr Goldie said that he disputed that the amount was due. He said that the Property was not in a good state when they moved in. However, he felt compelled to remain living there as he was desperate to have accommodation for his three children. He said that his relationship with the Applicant was not great from the very start. He tried to raise the issues of repair but without success. Ms Reid had set out the position in Ms Coutts submission. He said that the Applicant had told them that they were to be out of the Property. They took this that they had to leave on the phone. He considered that combined with the position set out in the submission that the tenancy had been terminated.
17. Ms Reid said that Ms Coutts position was as per the submission. The Respondents were given advice by a member of staff at Aberdeen City Council who said that they would terminate the lease on behalf of the Respondents. The Respondents then believed that the tenancy had been terminated since January 2023. They do not consider that they owe the rent as they believed the tenancy to have been terminated. It was noted that the person at Aberdeen City Council who had said that she had terminated the tenancy had now been moved to a different job within Aberdeen City Council. A complaint was put in against her but no further action was taken. The Tribunal noted that there was insubstantial evidence to demonstrate that the tenancy had been ended. The Respondents have a legal duty to ensure that this is done by them. If they felt that it was done by Aberdeen City Council but now realise that it was not then why is the rent not due to the Applicant as the tenancy continued? The Tribunal raised that in such case that any losses would need to be raised in a separate action against Aberdeen City Council while the amount outstanding remained due to the Applicant. A legal submission will need to address this point. If there is no legal case to show that the Respondents have not legally terminated the tenancy then a submission will need to be lodged as to why this money is not owed to the Applicant. It is noted that it has been raised that the Applicant told the Respondents to leave by telephone call. This is not a legal way to remove tenants from a property. It has to be undertaken following the correct legal procedure. The correct manner is to first of all raise a Notice to Leave in the proper legal way and then proceed to a CMD in this Chamber. Simply telling a tenant to leave by telephone does not have any legal force. The Respondents will need to demonstrate why the correct legal position is not required in this case. If the Respondents are not able to support these points then they will need to lodge a submission on what ground that they consider that the amount claimed is not legally due to the Applicant. The case was adjourned to a hearing to allow all parties to give evidence. A direction was issued.
18. On the 13<sup>th</sup> February 2025 Ms Coutts's solicitor emailed the Housing and Property Chamber to request that the hearing be postponed due to a second application being lodged by the Ms Coutts as a 'counter claim'. This was intimated to the Tribunal members on 6<sup>th</sup> February 2025. This was refused as the Rules do not incorporate counter claims. Details of the claim were not included. It was also noted that the direction issued at the previous CMD was not complied with.
19. On the 13<sup>th</sup> February 2025 Ms Coutts's solicitor emailed the Housing and Property Chamber to lodge a supplementary affidavit from Ms Coutts speaking to a telephone conversation with Mr Kenneth Marshall in January 2023 and not

receiving further invoices from the Applicant, various texts message between parties and invoices for the period 18<sup>th</sup> March 2022 to 18<sup>th</sup> December 2022.

20. On the 13<sup>th</sup> February 2025 the Applicant emailed Housing and Property Chamber in response to the submission lodged by Ms Coutts's solicitor. This included emails sent to the Respondents for outstanding sums due.

### The hearing

21. A hearing was held on 17<sup>th</sup> February 2025 at 10am by teleconference. The Applicant was represented by Mr Charles Marshall, Administrator, Craigmear Properties. Mr Jamie Goldie, the First Named Respondent, was present and represented himself. Ms Jodi Coutts, the Second Named Respondent, was not present but was represented by Mr Simon Leigh, solicitor and Head of Office, Civil Legal Assistance Office
22. Mr Marshall confirmed that he was still seeking an order for payment for £6500.
23. Mr Leigh said that he has had difficulty getting legal aid for this case. He sought the advice of Counsel on this case and the second application which had just been lodged on 13<sup>th</sup> February 2025. He considered the cases to be legally complex which is why Counsel opinion was sought. He has found difficulties with getting legal aid for this case. He considered that the second application should be conjoined with this application to allow the evidence to be lodged for the second application to be heard with this application. Mr Leigh confirmed to the Tribunal that his office was first instructed in April 2024. The Tribunal asked if he had got this client to obtain GP records or school attendance records. He confirmed that he had not done this but would do once the legal aid was in place. The Tribunal was not satisfied with this explanation as it was only just told of this during the hearing. At no point was it suggested prior to this that further time was needed for legal aid purposes. Further it was apparent from what Mr Leigh had said that the predominate amount of legal aid granted was to undertake investigations into providing evidence to support the claim of damp was for the second application. Mr Leigh had suggested that having the cases conjoined would allow for the applications to effectively off set each other. The Tribunal explained that would not be the procedure as it is not within the Rules to do so. Each application would need to be examined and then an order granted if deemed to be appropriate. If the Tribunal found that each case had merit then two orders would be granted regardless of them being heard at the same time. The orders could not be offset against each other.
24. Mr Goldie considered that the tenancy was terminated in January 2023. He said that he was told by Mr Kenneth Marshall that he was to leave the Property so he did so. It was explained to him that for a tenancy to be terminated then it needs to be done in a set form. This is detailed in the lease. Mr Goldie had not known this. He understood that the lease was not terminated in a legal way but considered that it had been terminated as they had left. Mr Goldie said that he did not know about leases. He and Ms Coutts had contacted Aberdeen City Council on this basis who gave them advice. However, he said that it transpires that this was incorrect advice. The person who gave them this advice now no longer works in that department. He cannot get a response from Aberdeen City Council to get them to confirm this. Mr Goldie said that the Property had mould

in it. His youngest child was between 5 months – 1 year old during the time that they were living in the Property. This child was not at nursery during that time so absentee records could not be obtained. His other children were 5 years old (twins). Mr Goldie said that he did not sign the lease. This was not a point that had been raised prior to him saying it in the middle of the hearing. He said that it was not his signature as it was a bit different. He believes his signature was forged. He has no evidence to support that point. The Tribunal noted that this would leave either the Applicant or Ms Coutts as forging his signature. The Tribunal noted that he had been living in the Property so could have had a tenancy without it being required to write down under section 3 of the Private Housing (Tenancies)(Scotland)Act 2016. This would default to the Government Model tenancy which can be found on the internet. Mr Goldie did not continue with who could have forged his signature other than stating that the Applicant's had a copy of his drivers licence prior to the tenancy starting. Mr Goldie did not then pursue this point. Mr Goldie told the Tribunal that he could lodge further evidence if it was needed regarding the mould. The Tribunal explained to Mr Goldie, as it had done to Mr Leigh, that it had been clear when the hearing was set in October 2024 that the purpose of the hearing was to hear evidence to support their case. A direction was issued to all parties stating that evidence was to be lodged 14 days before the hearing. Mr Goldie accepted that point.

25. Mr Goldie was somewhat frustrated at the legalistic nature of the hearing in that it had to consider the legal points over the circumstantial points. He recognised that was what the Tribunal had to do. Mr Goldie was also frustrated at the fact that the damp issue was not taken into consideration. He said that he could provide evidence to support it. He said that he had a video of when they moved into the Property. The Tribunal explained that a direction was issued after the last CMD in October 2024 which stipulated that all evidence should be lodged. It was not the time to be lodging evidence during the hearing as all parties had to have suitable time to consider the evidence. Mr Goldie explained that he had health problems due to this ongoing issue. He did not realise that he had to lodge evidence. The Tribunal noted this point but all the information regarding the Tribunal had been provided for him in the CMD note and direction. It was at his own discretion to get representation if he wished to do so as Ms Coutts had done. Mr Goldie noted this point and had nothing further to add on that point.
26. Mr Leigh said that while there is the issue regarding the advice given by Aberdeen City Council this was not a matter for this Tribunal. Ms Coutts is considering whether to raise a Sheriff Court case against Aberdeen City Council. The quantum for that case will depend upon the outcome of this application.
27. There was some discussion regarding the end date of the tenancy. Mr Goldie and Mr Leigh accepted that neither party had formally ended the tenancy in January 2023. Further the Respondents had not removed their belongings from the Property so the Applicant could not get occupation of it particularly as no notice had been given by the Respondents to the Applicant. This was accepted by Mr Goldie and Mr Leigh. However, the Applicant had been notified that Aberdeen City Council would be removing the items. Mr Marshall had said that there had been no notice received that the belongings were being taken from the Property until the Tribunal process had been underway. This was in November 2023 which is why £6500 is being sought. Mr Goldie said that Ms

Moira Marshall was present throughout the time that the Respondents belongings were being removed from the Property. Mr Leigh said that given that it was clear to the Applicant that the Property was empty of both the Respondents and their belongings, the Applicant could have taken occupation at that point. Mr Marshall was not aware of Ms Moira Marshall being present at that point but conceded that he could be content with payment of rent arrears to the end of August 2023. All parties accepted then that this would be deemed to be the end of the tenancy and any arrears would be to that point. This would mean that arrears were £4550.

28. Mr Leigh confirmed that the second application is solely examining the damages from the disrepair of the Property for the period February 2023 to end of August 2023. The Tribunal noted that this period was when the Respondents were not living in the Property but had not terminated the tenancy. Mr Leigh wanted a continuation to a further date to allow for the second application to be heard and to use that evidence in support of this application though he was not able to provide the flavour of what the evidence would be other than that of the Respondents which was before the Tribunal already, noting that there was no photographic evidence. Mr Leigh considered it to be a detriment to the Respondents if there was no continuation. Mr Leigh confirmed that in terms of prospects of success Counsel did not consider that this case had high prospects of success unless it was heard with the other case.
29. Mr Marshall objected to any further continuation as it would put the Applicant at detriment. The Applicant had already objected to the other continuations but they were granted to allow further time for the Respondents to proceed with their case. He now asked that the Tribunal grant an order for payment.

### Findings in fact

30. A Private Rented Tenancy Agreement commenced 18<sup>th</sup> March 2022.
31. An application for payment was made to the Housing and Property Chamber on 28<sup>th</sup> July 2023. The conjoined eviction application was withdrawn on 30<sup>th</sup> November 2023.
32. The Respondents persistently failed to pay their rent charge of £650 per month for the period February 2023 to the end of August 2023. The rent payments were due to be paid on 18<sup>th</sup> day of each month.
33. The Respondents had a conversation with Mr Kenneth Marshall in January 2023 in which they believed that the tenancy had been ended so left in January 2023. The Respondents left the Property in January 2023 but did not give formal notice of their intention to end the tenancy. There was no Notice to Leave issued to the Respondents by the Applicant. The tenancy was not ended by the telephone call in January 2023. All parties agreed that this did not constitute a legal termination of the tenancy.
34. The Respondents took advice from Aberdeen City Council with regard to their tenancy. It is believed that this advice led to the Respondents not issuing a

formal notice that they were leaving the Property. The Respondents had entered into a PRT which included the formal way to issue the notice that they intended to leave and the amount of notice required.

35. The Respondents had their belongings in the Property until they were removed by Aberdeen City Council on or around the end of August 2023. It is not disputed that Ms Moira Marshall was present when the Property was emptied of the Respondents belongings. During the hearing all parties accepted that the end of the tenancy was end of August 2023.

36. The outstanding amount due to for this specified period is £4550. Prior to this the Respondents had maintained rent payments. The Respondents had erred in not ending the tenancy formally and it did not end until there was agreement when Ms Moira Marshall observed the emptying of the Property.

### Reasons for the decision

37. The Tribunal had to consider the following:-

a. Was the lease terminated in January 2023 by Mr Kenneth Marshall when he told the Respondents that they could leave?

Clause 23 of the lease clearly states the methods that the lease can be terminated. Termination by telephone call is not a means of terminating the lease. While there was an issue around Aberdeen City Council providing incorrect information this is a matter for a separate legal forum. The details of termination are contained within the lease. Mr Goldie had said that he had not signed the lease the presumption then that his signature had been forged. The Tribunal cannot make a conclusion on that point as no evidence was presented on this point until it was raised mid way thorough the hearing. Section 3 of the Private Housing (Tenancies) (Scotland) Act 2016 does state that a Private Residential Tenancy ("PRT") is not required to be in writing. The PRT will follow the Government Model which can be accessed on the internet. Mr Goldie's occupation of the Property would suggest, on balance, that he was a tenant. There was no suggestion raised by Mr Leigh that Ms Coutts did not sign the lease and agree to its terms. The Respondents accepted that this was not a legal way to terminate the lease. Mr Goldie accepted that there was a legally constituted lease. This was not disputed by the parties.

b. When did the lease terminate?

The Applicants were made aware that the Respondents had left the Property but still had all their belongings there. This was deemed as them occupying the Property until such time as their belongings were removed particularly as the Respondents did not give notice that they were leaving the Property. The Applicants could not have any other tenant in the Property until this was done. On or around the end of August 2023, Aberdeen City Council removed the Respondents belongings from the Property. This was over seen by Ms Moira Marshall who was there on behalf of the Applicants. It is unclear why the Applicants did not take occupation until November 2023. Taking all of this into consideration, both the Applicant and the Respondents



accepted that the tenancy ended at the end of August arising from the notice to remove their belongings.

c. Was there rent due on the Property and how much?

It is accepted by the Respondents that they did not pay the rent after they left the Property in January 2023. For the period February 2023 to end of August 2023 the outstanding amount is £4550. No deposit was paid so there are no deductions from the return of the deposit. The parties accepted that was the contractual rent due for that time period.

d. Was there any reason that the rent was not due?

Both Mr Goldie and Ms Coutts's solicitor had both said that there was mould in the Property. There had been very little evidence to support that this was present and whether it was mould arising from damp or condensation. Though there was evidence from Mr Goldie that there was mould and from Ms Coutts neither had taken photos of it and neither addressed what the cause was for there to be mould. There was no suggestion that there was a surveyor's report done to indicate the presence of damp and no written evidence of dampness being reported during the occupancy of the Property. No oral evidence was presented that any such mould that may have been present in the Property was from damp as opposed to condensation. The submission requested in the direction addressing this point was not lodged. There is a reasonable expectation that there might be some sort of damp in a property of this age but whether it was beyond that or condensation from the use of the Property was not supported, on balance, by the evidence before the Tribunal. This was the secondary reason that the Respondents did not pay the rent from February to end of August 2023. The Primary reason was that the tenancy was terminated which all parties agreed at the hearing was not in January 2023 but end of August 2023. Taking this all into consideration the Tribunal concluded, on balance, that there was not sufficient evidence to support the amount being sought by the Applicant to be reduced by any amount. The Tribunal also noted that there has been another case lodged with the Housing and Property Chamber to address loss from disrepair which is able to be evidenced according to Ms Coutts's solicitor, though it is accepted that there is no photographic evidence. Ms Coutts's solicitor stated that there had been a second application lodged with the Housing and Property Chamber in relation to damages arising from disrepair in the Property. It was not apparent to the Tribunal that any mould evident within the Property, during the period that it was unoccupied, was not directly attributable to the lack of heating and ventilation on the part of the Respondents as it was their obligation in terms of clause 36 of the Private Rented Tenancy Agreement. The submission requested in the direction addressing this point was not lodged.

e. Should the Tribunal have adjourned for legal aid?

Mr Leigh told the Tribunal that he wished an adjournment for this case to be conjoined with the damage for disrepair case. Advice has been sought from Counsel. Mr Leigh confirmed that in terms of prospects of success Counsel did not consider that this case had high prospects of success unless it was heard with the other case. Mr Leigh did confirm

that while he had two separate legal aid applications the application for disrepair case has pieces of evidence attached to it which it would be disingenuous to lodge in a circumstance where the cases were not heard together as they were not gathered for this case in particular. His legal aid did not cover as extensively for this application as it did for the second application. He wanted to present the case for disrepair at the same time as this case and then the evidence could be used in both cases. The Tribunal considered that this case should be robustly defended in its own right as they are two separate matters. The second application was lodged on or around 13<sup>th</sup> February 2025. This application was lodged on 28<sup>th</sup> July 2023. Ms Coutts's solicitor was instructed in April 2024. The Tribunal appreciated that it can take some time for some applications to be processed by SLAB but that instructions were taken in April 2024 and that Ms Coutts could have been advised to undertake some information gathering which did not need legal assistance to do so. Mr Leigh had raised that there may have been an issue with the water supply but that instruction was only given the day before the hearing. The last CMD was in October and such additional information cannot simply be brought up on the day of the hearing and without evidence. The Tribunal was only told of difficulties with legal aid on the day of the hearing. This Chamber does not operate a counter claim system as in the Sheriff court. Should two cases be heard at the same time they would be decided upon their individual merits and two separate orders granted if necessary. One would not reduce the value of the other making an overall net order for one party or the other. The Tribunal had to consider all parties and the interests of justice when decided to adjourn or not. While it may have assisted the Respondents to further gather information it would have been at the detriment of the Applicant who lodged this application in July 2023 and that the Respondents had been aware of the proceedings since January 2024. There was no examples of evidence which was intended to be sought other than that of medical evidence and school attendance levels (which the Tribunal had queried the lack of as Ms Coutts could have sought this information directly from her doctor and her children's school) further a new line of investigation was raised by Ms Coutts to Mr Leigh on the day prior to the hearing with regard to the water supply. Mr Leigh's office was instructed in April 2024. The Tribunal considered that there was sufficient time to have provided some evidence.

38. The Tribunal considered that the primary issue was whether there was an entitlement to the rent for the period February 2023 to end of August 2023. Taking a consideration of the evidence it had before it as a whole the Tribunal considered that, on balance, it was appropriate to grant an order for the amount of £4550 which was for the rent for the period. For the reasons above any alleged dampness was not sufficiently evidenced in the terms above to warrant a rebate of the rent for that period.

### Decision

39. The Tribunal found that the Applicant was entitled to be granted an order for payment amounting to £4550 from the Respondents.

## 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.

# G Miller

17<sup>th</sup> February 2025

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Legal Member/Chair

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Date