



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

**Chamber Ref: FTS/HPC/EV/24/1900**

**Re: Property at 98 Den Walk, Buckhaven, KY8 1DH (“the Property”)**

**Parties:**

**Mr Robert Bruce, 22 Woodlands Road, Lundin Links, Leven, Fife, KY8 6HG (“the Applicant”)**

**Mr Fabio Garraffo, 98 Den Walk, Buckhaven, KY8 1DH (“the Respondent”)**

**Tribunal Members:**

**Ruth O'Hare (Legal Member) and Tony Cain (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined to make an eviction order**

**Background**

1. By application to the Tribunal the Applicant sought an eviction order against the Respondent in respect of the Property under Rule 109 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017 (“the Rules of Procedure”) and section 51 of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”). The Applicant relied upon ground 12A of Schedule 3 of the 2016 Act. In support of the application the Applicant provided the following documentation:-
  - (i) Private Residential Tenancy Agreement between the parties dated 9 September 2021;
  - (ii) Notice to Leave dated 5 March 2024 citing ground 12A, together with proof of service on the Respondent by recorded delivery mail;

- (iii) Notice under section 11 of the Homelessness (Scotland) Act 2003 to Fife Council together with proof of service by email;
  - (iv) Copy emails between the Applicant and the Respondent;
  - (v) Copy correspondence from Fife Properties to the Respondent and the Respondent's guarantor dated 7 March 2023;
  - (vi) Deposit certificate from the Letting Protection Service Scotland; and
  - (vii) Copy letter from the joint owner of the property authorising the application to proceed in the sole name of the Applicant.
2. By Notice of Acceptance of Application dated 21 June 2024 a Legal Member of the Tribunal with delegated powers of the Chamber President intimated that there were no grounds on which to reject the application. The application was therefore referred to a Case Management Discussion ("CMD") on 22 October 2024. A copy of the application paperwork together with notification of the date and time of the Case Management Discussion and instructions on how to join the teleconference was intimated to the Respondent by Sheriff Officers in accordance with Rule 17(2) of the Rules of Procedure.
  3. No written representations were received from the Respondent in advance of the CMD.

### **Case Management Discussion**

4. The CMD took place on 23 October 2024 by teleconference. The Applicant was in attendance and represented by Ms Amanda Sneddon, Solicitor. The Respondent was also present.
5. Ms Sneddon confirmed that the Applicant sought an eviction order. The arrears stood at £6715 as at the end of September. The Respondent's payments had been sporadic but he had been paying £650 per month since 1 May 2024. The Respondent outlined various difficulties in his personal life involving court proceedings for custody of his children. He required the tenancy to maintain contact with his children. He had been in receipt of universal credit since May 2024.
6. Having heard submissions from the parties the Tribunal concluded that the Respondent was essentially putting forward a defence that it would be unreasonable for an eviction order to be granted. The arrears were not disputed but the Tribunal required to be satisfied that it was reasonable in the particular circumstances of this case for an eviction order to be made. The Tribunal was not satisfied it had sufficient information before it to make a decision on this point following the CMD, and that further evidence would be required in order to carry out a full assessment as to the reasonableness of making an eviction order in this case.

7. The Tribunal therefore determined to fix a hearing in the case, with the issue to be resolved as whether it is reasonable on account of the facts in this case for an eviction order to be granted. A Direction was issued requiring parties to provide documentary evidence and intimation of witnesses in advance of the hearing. In particular the Respondent was asked to provide documentary evidence in relation to the ongoing court proceedings involving his children and his financial position, including any benefits entitlement.
8. On 9 December 2024 the Tribunal received an email from Ms Sneddon with a list of documents, including bank statements and a handwritten rent statement. The Applicant would be the only witness. No response to the Direction was received from the Respondent.

### **The Hearing**

9. The hearing took place on 22 January 2025 by video conference. Ms Sneddon appeared alongside the Applicant. The Respondent also attended.
10. As a preliminary matter the Tribunal noted that the Respondent had failed to submit any response to the Direction. The Respondent explained he had faced difficulties in obtaining the consent of his former partner to lodge the court documents from the custody proceedings. The Respondent confirmed that he was content to proceed with the hearing regardless.
11. The Tribunal proceeded to hear evidence from the parties. For the avoidance of doubt the following is a summary of the evidence relevant to the Tribunal's determination of the application and does not constitute a verbatim account of the proceedings. Both parties were given the opportunity to cross-examine the other.

### **The Applicant**

12. The Applicant gave evidence, led by Ms Sneddon. He confirmed his name and date of birth. He confirmed that he was the landlord of the property and the Respondent was known to him. The Respondent had been the tenant for over three years. During that time substantial rent arrears had accrued. The Respondent's payments were sporadic. This went on up until the notice to leave was given to him, at which point he began paying the rent with something towards the arrears.
13. The Applicant explained that the arrears had began to accrue around six months after the tenancy commenced. The Applicant had sent the Respondent emails and tried to talk to him about getting rent paid on time. The Respondent had said he was having problems with money. The Respondent's partner would sometimes pay the rent. She was the guarantor on the lease. The Applicant confirmed that he had not sought to enter into any payment plans with the Respondent. He was just trying to get consistent payments of rent. The Applicant understood that the Respondent was the sole occupant of the

property. The Respondent owned a café in the town, possibly with his partner. Prior to that, the Respondent had his own business at the golf club.

14. The Applicant confirmed that the arrears currently stood at £5530. The Respondent had been paying £650 per month, which amounted to £175 towards the arrears. However he had missed a payment in December. The Respondent had not mentioned any difficulties in finding alternative accommodation. The Applicant was not aware of the situation with his children until the Respondent mentioned this at the previous CMD. The Applicant confirmed that he had sent an email to the Respondent following the missed payment in December.
15. The Tribunal asked about the impact on the Applicant as a result of the arrears. The Applicant confirmed that he had three other rental properties. He did not have mortgages over any of his properties. He needed the rental income to carry out repairs and maintain the properties.
16. The Respondent was given the opportunity to cross-examine the Applicant. He confirmed that the Applicant had received rent payments in cash from him at times during the tenancy.

#### The Respondent

17. The Respondent explained that he is in receipt of universal credit, and works 7 days a week. He has a café with his partner in the town. However he has yet to receive any income from this due to rising costs. He hoped that things would improve over the summer months, and following some staff adjustments. In the meantime, the Respondent receives £750 per month from universal credit. He tries to limit his spending.
18. The Respondent's partner has her own property. The Respondent has twin boys aged 10 who go to school in the next town. The Respondent's children live with him for half of the week, and with their mother for the other half. If he and his partner were to move in together it would cause problems with his children's mother. She would likely try and prevent his contact with the children. The Respondent explained that he had previously been prevented from contact with his children for a period of 9 months. He had to employ a lawyer to formalise custody arrangements. He had neglected work and had instead spent money on things for his children, such as new beds and clothing. He didn't handle it properly at the time. The Respondent continues to experience difficulties with his former partner. He referred to an emergency court hearing that he had to attend following the CMD after his contact with his children was stopped. It cost him money again to get lawyers involved. He understood that the sheriff court has now advised his children's mother to stop bringing repeated court actions.
19. The Respondent has been in receipt of universal credit since May 2024. He accepted that his December payment had been late. He would pay the January

payment on 1<sup>st</sup> February. There had been changes to the payment dates of his universal credit.

20. During cross-examination Ms Sneddon noted that the Respondent had not lodged the contact order for his children as evidence. The Respondent confirmed that an order was in place. An agreement had been made after a reporter was appointed by the Sheriff, which was signed by both the Respondent and his children's mother. His children's mother did not want him to lodge the order with the Tribunal. Ms Sneddon asked if this was therefore a difficult acrimonious relationship. The Respondent confirmed that he did not speak to his children's mother face to face. He focused on his children. He could not risk another nine months without seeing his children. He just wanted to avoid any trouble.
21. In response to further cross-examination the Respondent explained that he did not receive any legal aid at the time of the custody proceedings. His universal credit had started in April 2024. He had to pay cash. The Respondent was hopeful that the situation with his children's mother would improve as his children grew older and were able to express their views. The sheriff court had threatened her with prison due to her refusal to comply with court orders. She had made false allegations against the Respondent leading to police involvement. Ms Sneddon noted the Respondent's pattern of prioritising the costs of legal proceedings over his rent. The Respondent stated that if contact proceedings arose he would have to put money towards that. Ms Sneddon questioned whether it would in fact be financially easier for the Respondent to move in with his partner. The Respondent accepted that may be the case, but he would always prioritise contact proceedings involving his children. He had concerns that if he moved in with his partner it would endanger contact with his children. He expected that his children's mother would involve social work.

### Closing submissions

22. Ms Sneddon moved the Tribunal to make an eviction order. Whilst the Applicant accepted that the arrears had reduced significantly since the raising of the application, they were still significant, in excess of £5,000. The payments were a direct result of the Tribunal application, having only commenced when the proceedings were initiated. The Respondent's payment history was evidence of this. Ms Sneddon referred to the December payment which was at best late, but potentially missed. The Applicant would have to continue to put up with this. There was a real risk based on the history of payments that arrears would continue to accrue. The Respondent had accepted that he had prioritised funding contact proceedings, which were extremely contentious over his rent, and would continue to do so. The Applicant should not continue to suffer the consequences of this. The Respondent had failed to lodge any evidence to support his position, despite being directed to do so. It was surprising that the Respondent would let his children's mother prevent him from submitting the court documents when it could have assisted him. Ms Sneddon also pointed out the lack of evidence regarding the Respondent's financial position. He appeared to have his own business for a significant period of time. Ms Sneddon pointed out the Respondent's relationship with his partner. He had the option to

move in with her. She was his guarantor. Whilst the Respondent had expressed concern about the impact of this on the contact proceedings, Ms Sneddon pointed out that it would be the expectation of the courts that people move on. That should not be a barrier.

23. The Respondent asked the Tribunal not to make an eviction order. He agreed that he had been wrong. He had understood in the moment that he required to do the things that he did. He was unsure as to how the Applicant expected him to pay the arrears if he moved out and required to fund a new tenancy. It appeared unfair.

### **Relevant Legislation**

24. The legislation the Tribunal must apply in its determination of the application are the following provisions of the 2016 Act:-

#### ***“1 - Meaning of private residential tenancy***

*1) A tenancy is a private residential tenancy where—*

*(a) the tenancy is one under which a property is let to an individual (“the tenant”) as a separate dwelling,*

*(b) the tenant occupies the property (or any part of it) as the tenant’s only or principal home, and*

*(c) the tenancy is not one which schedule 1 states cannot be a private residential tenancy.*

*(2) A tenancy which is a private residential tenancy does not cease to be one by reason only of the fact that subsection (1)(b) is no longer satisfied.*

#### ***51 First-tier Tribunal’s power to issue an eviction order***

*(1) The First-tier Tribunal is to issue an eviction order against the tenant under a private residential tenancy if, on an application by the landlord, it finds that one of the eviction grounds named in schedule 3 applies.*

*(2) The provisions of schedule 3 stating the circumstances in which the Tribunal may find that an eviction ground applies are exhaustive of the circumstances in which the Tribunal is entitled to find that the ground in question applies.*

*(3) The Tribunal must state in an eviction order the eviction ground, or grounds, on the basis of which it is issuing the order.*

*(4) An eviction order brings a tenancy which is a private residential tenancy to an end on the day specified by the Tribunal in the order.*

#### ***52 Applications for eviction orders and consideration of them***

*(1) In a case where two or more persons jointly are the landlord under a tenancy, an application for an eviction order may be made by any one of those persons.*

*(2) The Tribunal is not to entertain an application for an eviction order if it is made in breach of—*

- (a) subsection (3), or*
- (b) any of sections 54 to 56 (but see subsection (4)).*
- (3) An application for an eviction order against a tenant must be accompanied by a copy of a notice to leave which has been given to the tenant.*
- (4) Despite subsection (2)(b), the Tribunal may entertain an application made in breach of section 54 if the Tribunal considers that it is reasonable to do so.*
- (5) The Tribunal may not consider whether an eviction ground applies unless it is a ground which—*
  - (a) is stated in the notice to leave accompanying the landlord's application in accordance with subsection (3), or*
  - (b) has been included with the Tribunal's permission in the landlord's application as a stated basis on which an eviction order is sought.*

#### **54 Restriction on applying during the notice period**

- (1) A landlord may not make an application to the First-tier Tribunal for an eviction order against a tenant using a copy of a notice to leave until the expiry of the relevant period in relation to that notice.*
- (2) The relevant period in relation to a notice to leave—*
  - (a) begins on the day the tenant receives the notice to leave from the landlord, and*
  - (b) in the case of a notice served before 3 October 2020 expires on the day falling—*
    - (i) 28 days after it begins if subsection (3) applies,*
    - (ii) three months after it begins if subsection (3A) applies,*
    - (iii) six months after it begins if neither subsection (3) nor (3A) applies.*
  - (c) in the case of a notice served on or after 3 October 2020, expires on the day falling—*
    - (i) 28 days after it begins if subsection (3B) applies,*
    - (ii) three months after it begins if subsection (3C) applies,*
    - (iii) six months after it begins if neither subsection (3B) nor (3C) applies*
- (3) This subsection applies if the only eviction ground stated in the notice to leave is that the tenant is not occupying the let property as the tenant's home. [ground 10]*
- (3A) This subsection applies if—*
  - (a) the only eviction ground, or grounds, stated in the notice to leave is, or are, one or more of the following—*
    - (i) that the landlord intends to live in the let property, [ground 4]*
    - (ii) that a member of the landlord's family intends to live in the let property, [ground 5]*
    - (iii) that the tenant has a relevant conviction, [ground 13]*
    - (iv) that the tenant has engaged in relevant anti-social behaviour, [ground 14]*

(v) that the tenant associates in the let property with a person who has a relevant conviction or has engaged in relevant anti-social behaviour, [ground 15]

(vi) that the landlord is not registered by the relevant local authority under the Antisocial Behaviour etc. (Scotland) Act 2004, [ground 16]

(vii) that the let property or associated living accommodation is in multiple occupation and not licensed under Part 5 of the Housing (Scotland) Act 2006, [ground 17] or

(b) the only eviction grounds stated in the notice to leave are—

(i) the eviction ground mentioned in subsection (3), and

(ii) an eviction ground, or grounds, mentioned in paragraph (a)

(3B) This subsection applies if the only eviction ground, or grounds, stated in the notice to leave is, or are, one or more of the following—

(a) that the tenant is not occupying the let property as the tenant's home, [ground 10]

(b) that the tenant has a relevant conviction, [ground 13]

(c) that the tenant has engaged in relevant anti-social behaviour, or [ground 14]

(d) that the tenant associates in the let property with a person who has a relevant conviction or has engaged in relevant anti-social behaviour. [ground 15]

(3C) This subsection applies if—

(a) the only eviction ground, or grounds, stated in the notice to leave is, or are, one or more of the following—

(i) that the landlord intends to live in the let property, [ground 4]

(ii) that a member of the landlord's family intends to live in the let property, [ground 5]

(iii) that the landlord is not registered by the relevant local authority under the Antisocial Behaviour etc. (Scotland) Act 2004, [ground 16]

(iv) that the let property or associated living accommodation is in multiple occupation and not licensed under Part 5 of the Housing (Scotland) Act 2006, or [ground 17]

(b) the only eviction grounds stated in the notice to leave are—

(i) an eviction ground, or grounds, mentioned in subsection (3B), and

(ii) an eviction ground, or grounds, mentioned in paragraph (a).

## **62 Meaning of notice to leave and stated eviction ground**

(1) References in this Part to a notice to leave are to a notice which—

(a) is in writing,

(b) specifies the day on which the landlord under the tenancy in question expects to become entitled to make an application for an eviction order to the First-tier Tribunal,



*(c) states the eviction ground, or grounds, on the basis of which the landlord proposes to seek an eviction order in the event that the tenant does not vacate the let property before the end of the day specified in accordance with paragraph (b), and*

*(d) fulfils any other requirements prescribed by the Scottish Ministers in regulations.*

*(2) In a case where two or more persons jointly are the landlord under a tenancy, references in this Part to the tenant receiving a notice to leave from the landlord are to the tenant receiving one from any of those persons.*

*(3) References in this Part to the eviction ground, or grounds, stated in a notice to leave are to the ground, or grounds, stated in it in accordance with subsection (1)(c).*

*(4) The day to be specified in accordance with subsection (1)(b) is the day falling after the day on which the notice period defined in section 54(2) will expire.*

*(5) For the purpose of subsection (4), it is to be assumed that the tenant will receive the notice to leave 48 hours after it is sent.*

### **Schedule 3, Part 12A**

*12A (1) It is an eviction ground that the tenant has substantial rent arrears.*

*(2) The First-tier Tribunal may find that the ground named by sub-paragraph (1) applies if—*

*(a) the tenant has accrued rent arrears under the tenancy in respect of one or more periods,*

*(b) the cumulative amount of those rent arrears equates to, or exceeds, an amount that is the equivalent of 6 months' rent under the tenancy when notice to leave is given to the tenant on this ground in accordance with section 52(3), and*

*(c) the Tribunal is satisfied that it is reasonable to issue an eviction order.*

*(3) In deciding under sub-paragraph (2) whether it is reasonable to issue an eviction order, the Tribunal is to consider—*

*(a) whether the tenant being in arrears of rent over the period or periods in question is wholly or partly a consequence of a delay or failure in the payment of a relevant benefit,*

*(b) the extent to which the landlord has complied with the pre-action protocol prescribed by the Scottish Ministers under paragraph 12(4)(b) (and continued in force by virtue of section 49 of the Coronavirus (Recovery and Reform) (Scotland) Act 2022).*

*(4) For the purpose of this paragraph—*

*(a) references to a relevant benefit are to—*

*(i) a rent allowance or rent rebate under the Housing Benefit Regulations 2006 (S.I. 2006/213),*

*(ii) a payment on account awarded under regulation 93 of those Regulations,*

*(iii) universal credit, where the payment in question included (or ought to have included) an amount under section 11 of the Welfare Reform Act 2012 in respect of rent,*

*(iv) sums payable by virtue of section 73 of the Education (Scotland) Act 1980,*

*(b) references to delay or failure in the payment of a relevant benefit do not include any delay or failure so far as it is referable to an act or omission of the tenant.”*

## **Findings in Fact**

25. The Applicant and Respondent entered into a tenancy agreement which commenced on 9 September 2021.
26. The tenancy between the parties was a private residential tenancy as defined by section 1 of the Private Housing (Tenancies) (Scotland) Act 2016.
27. In terms of Clause 8 of the said tenancy agreement the Respondent undertook to make payment of rent at the rate of £475 per month.
28. The Respondent defaulted on his rental obligations approximately six months after the tenancy commenced.
29. The Respondent's payments to the rent account were subsequently sporadic and inconsistent.
30. Between May 2024 and November 2024 the Respondent made payments of £650 per month to the rent and arrears.
31. The Respondent failed to make any payment in December 2024.
32. The Respondent paid £650 on 10 January 2025.
33. On 5 March 2024 the Applicant sent the Respondent a notice to leave by recorded delivery mail.

34. The notice to leave cited ground 1 of schedule 3 of the 2016 Act and stated that proceedings for possession would not be raised any earlier than 6 April 2024.
35. As at the date of service of the notice to leave arrears in the sum of £7300 were outstanding.
36. As at the date of raising this application arrears in the sum of £7590 were outstanding.
37. As at the date of this decision arrears in the sum of £5530 are outstanding.
38. The Respondent has sought advice from the Citizens Advice Bureau regarding the arrears.
39. The Applicant has communicated with the Respondent regarding the arrears and has offered to enter into payment plans with the Respondent.
40. The Respondent resides in the property alone.
41. The Respondent is in receipt of universal credit. The Respondent also owns a business with his partner. The Respondent does not currently receive any income from his business.
42. The Respondent's partner is guarantor for the tenancy. The Respondent's partner resides in her own property.
43. The Respondent has prioritised other expenses over his rent, including legal costs relating to custody proceedings involving his children.
44. The Respondent has two twin sons aged 10. The Respondent has contact with his sons at the property.
45. The Respondent and his sons' mother have an acrimonious relationship, which has impacted on contact with his children.
46. The Applicant owns other rental properties. The Applicant has no mortgage over any of his rental properties, including the property that is subject to this application.
47. The Applicant continues to incur the costs of repairing and maintaining the property.

### **Reasons for Decision**

48. The Tribunal took into account the application paperwork, written representations, and the evidence from parties at the hearing in reaching its decision. The Tribunal was satisfied that it had sufficient information to reach a

decision on the application and could make relevant findings in fact based on the evidence before it.

49. The Tribunal was satisfied that the Respondent had been given a notice to leave which complied with the provisions of sections 54 and 62 of the 2016 Act. The Tribunal was therefore satisfied that it could entertain the application under section 51 of the 2016 Act.
50. The Tribunal therefore considered whether ground 12A had been met in this case.
51. The Respondent did not dispute the background of rent arrears as outlined by the Applicant. Accordingly, the Tribunal accepted that the Respondent had been in arrears over multiple periods, and that at least six months rent was outstanding when the notice to leave was sent to him. The Tribunal therefore had to consider whether it was reasonable to grant an eviction order, taking into account the particular circumstances of this case, which required the Tribunal to identify those factors relevant to reasonableness and determine what weight to apply to them.
52. The Tribunal took into account the level of arrears in this case which were significant, amounting to approximately 11 months of unpaid rent. The Tribunal applied a large amount of weight to this as a relevant factor. Payment of rent is a fundamental obligation of any tenancy and the Respondent had shown a lack of regard for his responsibilities by failing to maintain consistent payments to the rent account over the term of the tenancy. Whilst the Tribunal took into account recent payments he had made between May 2024 and November 2024, which had reduced the arrears balance, it appeared that payments had only commenced in response to the raising of eviction proceedings. The Tribunal also noted that the Respondent had missed a payment in December 2024. The Respondent had sought to explain why this was the case, with reference to a change in his benefit payments, however the Tribunal found this difficult to understand and the Respondent had provided no documentary evidence in support of his position.
53. The Tribunal also had regard to the Respondent's pattern of prioritising his other expenses over his rent. The Tribunal could understand the reasons why he had done so based on his family circumstances, however the Respondent appeared unable to confirm that he would act differently were a similar situation to arise in future. This, coupled with the Respondent's pattern of non-payment, questioned his ability to maintain regular payments towards his rent and arrears moving forward.
54. The Tribunal considered the Respondent's circumstances. It noted that the Respondent had a difficult relationship with the mother of his children, which had often involved custody proceedings. The Tribunal also took into account the fact that the Respondent owned his own business alongside his partner, who was his guarantor, and that he was struggling to receive any income from that venture. However, the Tribunal could only give little weight to these as

relevant factors. The Respondent had provided no documentary evidence in support of his position. He had provided no evidence of his benefits entitlement, nor his business accounts, despite being directed by the Tribunal to do so. The Tribunal noted the reason why he had not lodged the court documents relating to the custody proceedings, however there appeared to be no reasonable explanation as to why he had failed to lodge any other evidence in response to the Direction.

55. The Tribunal had regard to the potential impact on the Respondent's contact with his children in view of the difficulties he had outlined. However, the Tribunal noted that there would be legal remedies available to him were he to encounter barriers with his children's mother. The Tribunal did not therefore give much weight to this as a relevant factor. The Tribunal also noted that the Respondent's children had a home with their mother, and would not themselves be at risk of homelessness.
56. There was nothing before the Tribunal to suggest that the arrears were the result of a failure or delay in the payment of a relevant benefit. The Respondent had confirmed he was now in receipt of universal credit, and had not produced any evidence to indicate that he was due a backdated payment. The Tribunal also took into account the extent of the Applicant's compliance with the rent arrears pre-action protocol. The Tribunal had regard to the correspondence between the parties prior to the raising of proceedings, in which the Applicant had alerted the Respondent to the arrears and had offered to enter into payment plans. The Respondent had stated at that point that he was seeking advice from the Citizens Advice Bureau. Accordingly, the Tribunal was satisfied that the Applicant had sufficiently complied with the protocol.
57. Taking all of the above into account the Tribunal was ultimately satisfied that the balance weighed in favour of granting an eviction order in the particular circumstances of this case, and that ground 12A had been met.
58. 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.**

# Ruth O'Hare

**Legal Member/Chair**

**Date 22<sup>nd</sup> January 2025**

