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/24/1753

Re: Property at 2/1 1135 Argyle Street, Glasgow, G3 8ND ("the Property")

#### Parties:

Mr Saleem Shah, Lydia Charlotte Woods, Tracy Aarons, 2/1 5 Hopehill Gardens, Glasgow, G20 7JR; 2/1 5 Hopehill Gardens, Glasgow, G20 7JR; 2/1, 5 Hopehill Gardens, Glasgow, G20 7JR ("the Applicants")

Rani Kaur, 3/2 1088 Argyle Street, Glasgow, G3 8LY ("the Respondent")

### **Tribunal Members:**

**Shirley Evans (Legal Member) and Elaine Munroe (Ordinary Member)** 

## **Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined to make an order for payment against the Respondent in favour of the Applicants in the sum of FOUR THOUSAND TWO HUNDRED AND NINETY POUNDS (£4290) STERLING. The order for payment will be issued to the Applicants after the expiry of 30 days mentioned below in the right of appeal section unless an application for recall, review or permission to appeal is lodged with the Tribunal by the Respondent.

#### Background

- 1. This is an application for an abatement of rent and damages under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Regulations").
- 2. The Applicants claim that various repairs had not been completed by the Respondent despite reports from the start of the tenancy to the Respondent's letting agency Robb Residential and to the Respondent's husband and

accordingly they were due an abatement of rent. They claim damages for increased electricity costs in heating the Property, damage to property, stress and inconvenience and that they had had to pay a £1400 for the deposit on their new flat, that the Respondent's invoice for cleaning was falsified and about the manner in which the release of the deposit for the Property was dealt with.

- 3. Supporting papers were lodged by the Applicants including a Private Residential Tenancy Agreement commencing 1 August 2023, various photographs, repair reports dated 21 October 2023 and 18 and19 March 2024, emails between Mr Shah and Robb Residential dated 6 March 3 April 2024, further emails dated 7 -14 May 2024, an electricity statement from Scottish Gas dated 9 May 2024, an invoice for £150 from Pro Fix Scotland Ltd, a receipt of a deposit of £1400 from the Letting Protection Service Scotland addressed to the Applicants and a deposit protection certificate from Safe Deposits Scotland. The Applicants also lodged a further electricity statement.
- 4. In response the Respondent's letting agent, Mr Carter from Robb Residential lodged written submissions together with photographs, emails between Mr Shah and Robb Residential dated 5-13 December 2023, a quotation for roof works from J Shearer Roofing Ltd dated 4 September 2024, a quotation for roof works from Essence Roofing dated 3 July 2024, an email dated 4 April from Robb Residential to Mr Shah, an email dated 25 April 2024 from Mr Shah to Robb Residential, a quotation for scaffolding to replace a soil pipe dated 26 March 2024 from Sweeney Drainage, an estimate for scaffolding and gutter works dated 11 March 2024 from Gas Man Energy, emails dated 8 and 9 May 2024 between Mr Shah and Robb Residential, a rent statement, a check out report dated 10 May 2024 and various photographs.
- 5. The Tribunal proceeded with a Case Management Discussion on 10 February 2025. The Applicants were all in attendance and elected Mr Shah to speak on their behalf. Mr Carter appeared for the Respondent.
- 6. After hearing submissions from parties, it appeared to the Tribunal that there was no dispute that the kitchen window had a broken sash cord and a gap at the top which meant it could not be closed. This had been evident at the start of the tenancy on 1 August 2023 and had not been fixed before the Applicants left in May 2024. Mr Carter wanted to take his client's instructions as to whether she disputed the 20% abatement of rent claimed by the Applicants for the period that the window was not fixed amounting to £2310.
- 7. The Tribunal continued the case to a Hearing to allow Mr Carter to take those instructions and to hear evidence as to firstly when leaks in the Property were first reported, to whom they were reported and accordingly whether repairs were carried out in a reasonable period of time and secondly, whether the Respondent was liable for electricity charges and if so the quantification of the loss and damage, if any, incurred by the Applicants.

- 8. The Tribunal proceeded with a Hearing on 18 August 2025 February 2025. The Applicants were all in attendance. Mr Carter from Robb Residential appeared for the Respondent.
- 9. The Tribunal had before it the Private Residential Tenancy Agreement commencing 1 August 2023 between the parties, various photographs lodged by the Applicants, repair reports dated 21 October 2023 and 18 and 19 March 2024, emails between Mr Shah and Robb Residential dated 6 March – 3 April 2024, further emails dated 7 -14 May 2024, an electricity statement from Scottish Gas dated 9 May 2024, an invoice for £150 from Pro Fix Scotland Ltd, a receipt of a deposit of £1400 from the Letting Protection Service Scotland addressed to the Applicants and a deposit protection certificate from Safe Deposits Scotland, the photographs lodged by Mr Carter, emails between Mr Shah and Robb Residential dated 5-13 December 2023, a quotation for roof works from J Shearer Roofing Ltd dated 4 September 2024, a quotation for roof works from Essence Roofing dated 3 July 2024, an email dated 4 April from Robb Residential to Mr Shah, an email dated 25 April 2024 from Mr Shah to Robb Residential, a quotation for scaffolding to replace a soil pipe dated 26 March 2024 from Sweeney Drainage, an estimate for scaffolding and gutter works dated 11 March 2024 from Gas Man Energy, emails dated 8 and 9 May 2024 between Mr Shah and Robb Residential, a rent statement and a check out report dated 10 May 2024. The Tribunal considered these documents.
- 10. Mr Carter explained he had one witness namely Ranjit Singh, the Respondent's husband. He explained the Respondent had transferred the ownership of the Property to Hope Residential (Scotland) Ltd. Mr Singh and the Respondent were both Directors of Hope Residential (Scotland) Ltd. The Tribunal pointed out the tenancy agreement was between the Applicants and the Respondents and that accordingly Mr Singh was a witness and not a party to the action.
- 11. The Tribunal enquired whether Mr Carter had instructions from the Respondent regarding the abatement of rent for the window. He advised that the 20% abatement proposed by the Applicants was not agreed and that the Respondent was happy to offer £100 per Applicant for the eight months the window remained in disrepair.
- 12. The Tribunal queried how big the Property was. Mr Carter confirmed it had three bedrooms, a kitchen and a bathroom. The Tribunal noted that in terms of Clause 8 of the tenancy agreement the monthly rent was £1650.

## The Applicants' Evidence

13. The Tribunal invited Mr Shah to give evidence. At times Ms Woods and Ms Aarons contributed. Mr Shah explained that when they first moved in on 1 August 2023, they had been shown the Property by Robb Residential. There was staining on the ceiling, and the kitchen window would not close.

- 14. Ms Woods also explained the wardrobe in one of the bedrooms had been damaged by water penetration. They got new mattresses and a new wardrobe within the first couple of weeks. They dealt with Mr Singh. They assumed he worked for Robb Residential. He did not explain who he was, but he asked them to give him a phone if there were any issues. Although the ceiling was stained and the window broken, he did not mention when the ceiling would be treated, or when the window would be fixed.
- 15. Mr Shah went onto explain that initially there were no problems with the Property. There were some repeated issues with mice. The Tribunal pointed out this did not form part of the claim. On 11 December 2023 Mr Shah emailed Robb Residential to advise there was a water leak. The Tribunal noted Mr Shah's email and the email of 13 December 2023 from Robb Residential to "Tasha" advising of the leak. Mr Carter advised that Tasha was the Respondent. Mr Shah explained they had only ever dealt with Mr Singh up to that point and presumed he was a contractor that either Robb Residential or the Respondent used. They were not aware that Mr Singh was the Respondent's husband. Mr Shah's evidence was that he remained in the Property until 28 December 2023 during which time the leak was not repaired. When he returned to the Property in January 2024 there were no issues with the leak.
- 16. Both Ms Woods and Ms Aarons confirmed they had remained in the Property until about 18 December 2023, during which time the leak continued. When they returned to the Property in January 2024, the leak was no longer an issue.
- 17. Mr Shah then spoke about a further leak in March 2024. Mr Carter clarified there had been a property inspection on 13 March 2024 carried out by Alan Henderson from Robb Residential. Mr Shah explained that Mr Henderson acknowledged that the repair to the kitchen window had not been carried out and advised he would get that attended to and that they could expect to hear from him by the end of the week. Mr Shah explained they complained about other items such as a crack in his bedroom window. This was the first time that they learnt that Mr Singh was not a contractor but the Respondent's husband. Mr Shah reported water penetration to Robb Residential on 18 March 2024 when Mr Shah reported that there were leaks in the bathroom, hallway and one of the bedrooms which created a damp smell. He was not sure whether he got a verbal response to that report from Robb Residential but as they were still having issues with water penetration, he followed that up with an email to Robb Residential on 27 March 2024. The Tribunal noted the terms of his email what he repeated the complaints about the leak and the kitchen window and further reports of mould growth, a leaking radiator in Ms Aaron's room and the cracked window in Mr Shah's room.
- 18. Mr Shah went onto explain that the leaks got worse after that despite Mr Carter's email of 29 March 2024 advising that the Respondent had advised him the roof would be fixed that day. On 2 April 2024 Mr Shah explained there was water pouring into the Property at about 6am through the fire alarm

which set the alarm off repeatedly. He emailed Robb Residential on 2 April 2024 to again complain they were still experiencing water coming in. He advised they heard Mr Singh going up the stairs and onto the roof on 2 April 2024. He then came into the Property and discovered that water was coming in at different locations than where he had checked on the roof and advised that he would come back when it was sunny to attend to that.

- 19. Ms Woods explained that Mr Singh was shown the mould and shifted the blame onto them for the mould. He was more concerned that they kept a bucket out to catch the water so the floors would not be damaged than actually dealing with the cause of the water penetration. Ms Aarons and Mr Shah confirmed that Mr Singh had blamed them for the mould and was more concerned about avoiding the floors being damaged.
- 20. Mr Shah went on to explain they had more direct contact with Mr Singh at that stage. He would text and say he would attend the Property and wouldn't then turn up. He said he would attend to the leak on 8 April 2024 but never turned up, at about this time the Applicants decided they had had enough and decided they wanted to leave the Property. It was stressful and they were going through their finals and were being distracted by the repair issues in the Property. Mr Shah explained that the leak was still present, and the water staining was getting bigger with reference to photographs he had lodged.
- 21. Mr Shah's evidence was that on 16 April 2024 Mr Singh repaired the window in the kitchen and that they no longer had any issues with water penetration although by then the weather had changed. There was a heated exchange with Mr Singh on 16 April 2024. No one spoke to them about the electricity and whether that was going to be checked. They terminated the tenancy on 2 May 2024.
- 22. With regards to the claim for the electricity bill of just under £1500, the Tribunal queried how they would be able to substantiate that head of loss. Mr Shah understood that would be difficult to prove and dropped this head of claim. They wanted to pursue the rent abatement for the window and water penetration. They had all been inconvenienced by the issues in the Property.
- 23. Mr Carter was given an opportunity to question the Applicants. He had no questions but explained that he had passed on the reports to the Respondent about the leaks although he did not have the dates. He has since sat down with Mr Singh who has an explanation about the leaks. The Tribunal advised it would adjourn to allow Mr Carter to explain to Mr Singh that the Applicant's had dropped their claim for the electricity charges and that the Tribunal had noted the Respondent's offer of the rent abatement for the window and that therefore the Tribunal only needed to hear evidence about the water penetration.

## The Respondent's Evidence

- 24. After a short adjournment Mr Singh gave evidence. At times he turned to Mr Carter for assistance. Mr Singh advised that when the leak had been reported in December 2023 he went onto the roof on 14 December 2023 with a builder and discovered that some felt was missing. They replaced the felt and after that there were no further issues.
- 25. Mr Carter advised that at that time there were roof works being carried out around the corner on a connected roof. They did not know how the felt came to be missing, but there were no further reports of water penetration in December 2023, and he understood it had been fully resolved by 18 December 2023.
- 26. Mr Singh confirmed he was not a qualified roofer but that he watched the builder do the repair. He explained they did in all in one or two days about 18 and 19 December 2023. He was satisfied the roof had been repaired but was unable to advise the Tribunal of the name of the builder.
- 27. With regard to the leak in March 2024. Mr Singh explained they checked and found that a drain was blocked with leaves which were removed. He explained that stopped the leak. On being questioned by the Tribunal he could not recall whether he had been told by Robb Residential that there was a leak on either 13 or 18 March 2024. He was unable to explain why there was a delay in attending to the leaks. On being further questioned by the Tribunal about his visit to the Property on 2 April 2024 and his conversations with the Applicants he could not recall that the leaks were coming in from a different location or that he said he would return to fix the leaks. He could not recall whether he attended the Property after 2 April 2024.
- 28. Mr Carter explained that the issue had been reported to the Respondent and as far as he was aware the Respondent was dealing with the leak in March. The Respondent liked to deal with repairs herself. However, it became clear that the issue was unresolved when he received Mr Shah's email of 2 April 2024. He went on to explain that on 2 April 2024 Mr Singh discovered an internal downpipe was blocked as the trap which would stop debris such as leaves from going down was blocked. He advised communication could have been better.
- 29. Mr Singh explained the drain had been rodded by his handyman and that the puddle on the roof had disappeared. He was satisfied the issue had been resolved.
- 30. The Tribunal queried how he could be satisfied the issue was resolved when water was coming though on various points and asked whether he thought about getting a survey done. He responded by saying that there was no longer an issue. He could not recall saying to the Applicants that they should call him if there was a continuing issue and could not recall saying he would attend on 8 April 2024 or attending on 16 April 2024. The Tribunal questioned

him about the history of water penetration at the Property. Mr Singh advised they dealt with leaks.

- 31. The Tribunal asked Mr Carter what progress was being made with regards to the roof with reference to the two quotes he had lodged from J Shearer Roofing Limited and Essence Roofing. He confirmed they had agreement from one of the other two owners to proceed with works but not from the other. The Tribunal noted that both quotes were for over £170 000 and were for substantial roof works.
- 32. Ms Woods queried whether Mr Singh had any concerns about their health when they had pointed out the mould in the flat. He did not answer the question. Mr Shah asked him whether he felt he had failed them as tenants to which he replied that they did not ignore the Applicants and that they had done what they could.
- 33. Ms Aarons put it to Mr Singh that they felt there was no communication, that they had not been told the repairs were carried out and that they had not been dealt with in a professional way.
- 34. Mr Carter advised when they got the email from Mr Shah on 2 April 2024, they realised that it was Mr Singh who was attending to the roof. He advised the Tribunal that they were happy to compensate the full rental of the Property from 13 March 2024 2 April 2024 which he had calculated to be £1139. He acknowledged that communication between the parties and with the Respondent could have been better.

## **Findings in Fact**

- 35. The Applicants and the Respondent entered into a Private Residential Tenancy Agreement commencing 1 August 2024 in terms of which the Applicants agreed to rent the Property at a monthly rent of £1650.
- 36. Clause 18 of the tenancy agreement provided where relevant as follows -

"The Landlord is responsible for ensuring that the Let Property meets the Repairing Standard.

The Landlord must carry out a pre-tenancy check of the Let Property to identify work required to meet the Repairing Standard (described below) and notify the Tenant of any such work. The Landlord also has a duty to repair and maintain the Let Property from the start date of the tenancy and throughout the tenancy. This includes a duty to make good any damage caused by doing this work. On becoming aware of a defect, the Landlord must complete the work within a reasonable time.

A privately rented Let Property must meet the Repairing Standard as follows:

The Let Property must be wind and watertight and in all other respects

reasonably fit for people to live in.

The structure and exterior (including drains, gutters and external pipes) must be in a reasonable state of repair and in proper working order".

- 37. The Property comprises three bedrooms, a kitchen and a bathroom.
- 38. When the Applicants moved into the Property on or about 1 August 2023 a sash cord on the kitchen window was broken, causing it to remain open and leaving a gap at the top of the window. There was water staining on the ceiling. A wardrobe had been damaged by water and was replaced by the Respondent's husband Mr Singh a few weeks after the start of the tenancy. The water staining was not treated. The window was not repaired.
- 39. On 21 October 2023 Mr Shah made a formal report regarding the broken sash cord on the kitchen window, complaining that the cold air was making the whole Property feel cold. The window was repaired on or about 16 April 2024.
- 40. On 11 December 2023 there was water penetration at the Property. Mr Shah reported this to the Respondent's letting agent Robb Residential. On or about 18 December 2023 Mr Singh and a builder attended at the roof and discovered some felt was missing. The builder replaced the felt.
- 41. On 13 March 2024 Alan Henderson from Robb Residential carried out an inspection of the Property during which time the Applicants complained about the broken kitchen window. Mr Henderson acknowledged that the kitchen window had not been repaired and undertook to get this repaired. He advised the Applicants they could expect to hear from him by the end of that week. Robb Residential did not contact the Applicants.
- 42. On 18 March 2024 Mr Shah reported to Robb Residential that they were experiencing water leaks in the bathroom, a bedroom and hallway.
- 43. On 27 March 2024 Mr Shah emailed Robb Residential to repeat the complaints about the leaks, the kitchen window and his cracked window and made further reports of mould growth and a leaking radiator in Ms Aaron's room.
- 44. On 29 March 2024 Robb Residential advised Mr Shah they had informed the Respondent of the repairs and understood a roofer was attending that day.
- 45. By 2 April 2024 the water leaks had worsened. Water penetrated the Property early in the morning causing the fire alarm to go off repeatedly. The Applicants were studying for their finals and were disturbed by the alarm and the continuing issue of water penetration.
- 46. On 2 April 2024 Mr Singh attended at the Property with a handyman and identified that a trap at the top of an internal downpipe was missing causing

- leaves to block the pipe. The handyman removed the leaves and rodded the pipe.
- 47. On 2 April 2024 Mr Singh attended at the Property. Mr Singh discovered that the leaks were coming from a different location from where they had attended on the roof and advised the Applicants he would return when the weather was better. The Applicants pointed out mould growth to him. Mr Singh placed the blame for the mould growth on the Applicants. Mr Singh was more concerned that the Applicants take proper steps to catch the water in a bucket for fear the floor would get damaged by water. He asked the Applicants to contact him if there were further issues.
- 48. Neither Mr Singh or Robb Residential gave any advice regarding the Applicants using electricity nor did either arrange for an electrician to attend to check the electrics in the Property.
- 49. The water penetration continued after 2 April 2024. Mr Shah contacted Mr Singh who said he would attend on 8 April 2024. Mr Singh failed to appear. The water penetration continued until on or about 16 April 2024 when Mr Singh attended at the Property. He fixed the kitchen window. The Applicants experienced no further issues with water penetration.
- 50. The Applicants terminated the tenancy on 2 May 2024.

## Findings in Fact and in Law

- 51. The Respondent has failed to comply with her obligation in terms of Section 14 (1)(a) of the Housing (Scotland) Act 2006 by failing to ensure the Property met the Repairing Standard at the beginning of the tenancy.
- 52. The Applicants are entitled to a partial abatement of rent of 20% for the period 1 August 2023 16 April 2024.
- 53. The Respondent has failed to comply with her obligation in terms of Section 14(1) (b) of the Housing (Scotland) Act 2006 by failing to ensure the Property met the Repairing Standard during the tenancy.
- 54. The Applicants are entitled to a full abatement of rent from 18 March 2024 16 April 2024.

## **Reasons for Decision**

- 55. In terms of Section 13 of the Housing (Scotland) Act 2006:-
  - (1)A house meets the repairing standard if—

- (a) the house is wind and water tight and in all other respects reasonably fit for human habitation,
- (b)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,
- (c)the installations in the house for the supply of water, gas electricity (including residual current devices) 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,
- (d)any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,
- (e)any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed,

(f).		•		•		•				
(g).										

- (h)the house meets the tolerable standard.
- (i)any common parts pertaining to the house can be safely accessed and used,
- (k)where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.
- 53. In terms of Section 14 of the Housing (Scotland) Act 2006:-
- (1)The landlord in a tenancy must ensure that the house meets the repairing standard—
- (a)at the start of the tenancy, and
- (b)at all times during the tenancy.
- (2) The duty imposed by subsection (1) includes a duty to make good any damage caused by carrying out any work for the purposes of complying with the duty in that subsection.
- (3) The duty imposed by subsection (1)(b) applies only where—
- (a)the tenant notifies the landlord, or
- (b)the landlord otherwise becomes aware,

that work requires to be carried out for the purposes of complying with it. (4)The landlord complies with the duty imposed by subsection (1)(b) only if any work which requires to be carried out for the purposes of complying with that duty is completed within a reasonable time of the landlord being notified by the tenant, or otherwise becoming aware, that the work is required".

- 54. The Tribunal considered the issues set out in the application together with the documents lodged in support and the written submissions made on behalf of the Respondent and the documents lodged in support. Further the Tribunal considered the evidence of the Applicants, Mr Carter and Mr Singh.
- 55. There was no dispute that the Respondent had failed in her duty in terms of Section 14(1) (a) of the Housing (Scotland) Act 2006 to ensure that the Property at the start of the tenancy met the repairing standard. It was accepted on behalf of the Respondent that the kitchen window was broken and could not be closed for most of the tenancy from 1 August 2023 16 April 2024 a period of 8.5 months.
- 56. The monthly rental was £1650, but during those 8.5 months the kitchen window was not repaired, leaving the kitchen cold, which then affected the whole of the Property. The Applicants' use and enjoyment of the Property was affected by the kitchen window not closing. They are accordingly entitled to a partial abatement of rent. The Tribunal accept the Applicants' submission that they are entitled to a partial abatement of 20% of the rental paid during this period. The total rent paid was over £13 200. The Applicants are entitled to an abatement of rent of £2640 for the Respondent's failure to fix the kitchen window.
- 57. The Tribunal accepted the Applicants' evidence that there was a leak to the Property from 11 December 2024. This was reported as evidenced by Mr Shah's email to Robb Residential. The Tribunal also accepted Mr Singh's evidence that the felt on the roof was repaired on 18 December 2024. Whilst Mr Shah gave evidence that the leak continued after 18 December until he left the Property on 28 December 2024 there was no evidence before the Tribunal that he made a further complaint about this to the Respondent or Robb Residential. There was clear evidence from the Applicants by the time they returned to the Property in January 2024 the leak had stopped. There was no evidence before the Tribunal that there were any further works to the roof between 18 December 2023 and January 2024. Accordingly in light of a lack of a report of a continuing leak the Tribunal does not find that the Respondent was in breach of her duty under Section 14(1) (b) of the Housing (Scotland) Act 2006 by failing to ensure the Property met the Repairing Standard during this period.
- 58. However, the evidence from both parties was clear that the Respondent breached her duty under Section 14(1) (b) of the Housing (Scotland) Act 2006 by failing to ensure the leaks in the bathroom, bedroom and hallway were repaired within a reasonable period of time. They were reported on 18 March 2024. It was not clear whether the leaks were present at the Property

inspection on 13 March 2024. A repair was carried out on 2 April 2024 but was not effective. It appeared to the Tribunal that there was no clear communication between the Respondent and her letting agents Robb Residential who had been under the impression that the leaks had been attended to. Had the Respondent allowed Robb Residential to take charge of repairing the Property, they would have been able to take a pro-active role to ensure repairs were carried out within a reasonable period of time.

59. The Tribunal accepted the Applicants' evidence that Mr Singh knew on 2 April 2024 that this repair did not affect the locations where water was leaking into the Property and that he had said he would return when the weather improved. The Tribunal accepted Mr Shah's evidence that despite promises he would return Mr Singh did not in fact return until 16 April 2024 after which they experienced no further issues with water penetration until they left the Property. The Property did not meet the repairing standard from 18 March 2024-16 April 2024, a period of just under one month. Rent cannot be said to have been lawfully due by the Applicants to the Respondent during this period. The Applicants are accordingly entitled to an abatement of one month's rent of £1650 for the Respondent's failure to attend to the leaks in multiple points throughout the Property within a reasonable period of time.

# **Decision**

60. The Tribunal award a payment order of £4290 against the Respondent in favour of the Applicants.

## 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.

Shirley Evans	18 August 2025
	Date