



**Decision with Statement of Reasons of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 16 of the Housing (Scotland)  
Act 2014**

**Chamber Ref: FTS/HPC/CV/18/2077**

**Re: Property at The Cottage, 30 Moray Street, Blackford, PH4 1QF (“the  
Property”)**

**Parties:**

**Mr Iain Aitken, 1 Greenhaugh Way, Braco, Dunblane, FK15 9PT (“the Applicant”)**

**Mr John McHarg, Mrs Sarah Strathdee, 22 Montgomery Crescent, Dunblane,  
FK15 9FE; C/O 33 Roman Way, Dunblane, FK15 9DJ (“the Respondents”)**

**Tribunal Members:**

**Graham Harding (Legal Member) and Helen Barclay (Ordinary Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the  
Tribunal”) determined that the Applicant was entitled to an order for payment by  
the Respondents to the applicant in the sum of £280.00.**

**Background**

1. By application dated 1 August 2018 the Applicant applied to the Tribunal for an order for payment against the Respondents. The Applicant provided the Tribunal with photographs, receipts for storage and work done at the property.
2. By Notice of Acceptance dated 3 October 2018 a legal member of the Tribunal with delegated powers accepted the application and a Case Management Discussion was fixed.
3. Prior to the Case Management Discussion the Second Respondent’s representatives McLean & Stewart, Solicitors, Dunblane made representations to the Tribunal.
4. A Case Management Discussion was held at Perth on 19 December 2018 at which it was decided given the disputed issues between the parties that it would

be appropriate to fix a hearing at which evidence could be led. The Applicant's representative Mrs Edith Steel was given an oral Direction to provide the Tribunal and the Respondents with a statement setting out clearly all the work that was done at the property over the 5 week period referred to in the Applicant's claim to account for the 350 man hours specified in the claim. A formal written direction was subsequently issued in the same terms.

5. A hearing was fixed to take place at Perth on 27 February 2019 but was adjourned due to the ill health of the Applicant and a further hearing was assigned.
6. Prior to the hearing both parties submitted further Inventories of Productions.

#### The Hearing

7. The Hearing took place on 20 March 2019 at Perth. It was attended by the Applicant who was represented by Mrs Edith Steel and by the Second Respondent who was represented by Ms Lauren Grant of McLean and Stewart, Solicitors, Dunblane. The Applicant had two witnesses namely Mr Robert Aitken and Mrs Patricia Aitken. The Second Respondent also had two witnesses namely Mr Duncan Strathdee and Mr Nathan Strathdee.
8. For her part Mrs Steel submitted that the Applicant's letting agents Martin & Co had entered the property after the Respondents had vacated the property on 2 October 2017 and had prepared an estimate of the cost of putting the property into good order so that it could be re-let. Their estimate was in the sum of £1500.00.
9. According to Mrs Steel because the Respondents had left items in the property that the Applicant had to retain for six months arrangements were made for these to be stored and the cost charged to the Respondents.
10. Mrs Steel confirmed that Martin & Co had not dealt with the letting of the property to the Respondents this had been done through mutual agreement between the parties themselves.
11. The Applicant said that Martin & Co had viewed the property previously when other tenants had moved in and they had taken photographs then. He emphasised that the estimate provided by Martin & Co was only that but even from a cursory inspection they knew what they were doing and could tell what damage had been done.
12. The Applicant said that the garden was overgrown with weeds. He thought it would take one person half a day to apply weed killer and carry out weeding.
13. The Applicant spoke of removing rubbish from the property and making several trips to the skip in Crieff. He spoke of the patio requiring to be power washed to remove oil stains. He said that cleaning the hob and oven took his father a long

time to clean. He subsequently said that the oven was replaced as the new tenant advised that the oven was not working.

14. The Applicant explained that there were waste disposal facilities that were closer in Auchterarder but their opening hours were not as long as the facility in Crieff and that he always chose to use the Crieff facility.
15. The Applicant spoke of a "love heart" being drawn on one wall and it being 5 feet high. The whole wall required to be repainted. In all, four walls needed repainting. He thought that it had taken his father, Robert Aitken 2 or 3 days to do the painting but his father did not usually work full days maybe only 3-4 hours per day.
16. The Applicant also spoke of his father sanding down and varnishing two window sills.
17. The Applicant said he had to take the items that had been in storage to the skip in Crieff and that had involved 3 runs in his jeep. He was of the view that he had to keep tenants' belongings for 6 months before he could dispose of them. He said he had been renting property for a long time and knew what the law was. He had previously taken legal advice on the matter. He said he could not contact the Respondents because they had blocked his number and blocked him from Facebook.
18. Mrs Steel said that prior to raising proceedings she had been told by the Citizens Advice Bureau that she could not contact the Second Respondent at her work even although she knew where she was.
19. The Applicant spoke of the shower screen and the shower head being broken and needed to be replaced as did a toilet seat. A sink tap needed to be tightened and a new kitchen tap installed. He said there was damage to the plasterboard in the electricity cupboard that required to be fixed and a handle had to be put back on a wardrobe door. The Applicant went on to say that there had been damage to the balusters on the stairs that required to be fixed as they had been knocked out of place. He confirmed that most of the repair work had been carried out by his father and that his mother Mrs Patricia Aitken had done the general cleaning work.
20. In response to a question from the Tribunal the Applicant indicated that he did not know how many hours he and his father had spent working on the property. Most of the work had been done by his father but agreed that it would not have been anywhere near the 350 hours stated in the application.
21. For the Second Respondent Ms Grant questioned the Applicant as to why he had not contacted her client at her work to ascertain if she wished to collect her belongings. She also made reference to the series of photographs submitted on the Second Respondent's behalf taken at the commencement of the lease. In response the Applicant agreed that he had learnt that he should take

photographs at the commencement of a tenancy in order to be able to compare with the condition of the property at the end of the lease.

22. Following a short adjournment in the proceedings for the parties to consider their positions Ms Grant indicated to the Tribunal that her client accepted that she might have been responsible for the cost of cleaning the carpet that had paint spilled on it and the cost of removing the "love heart" but that was really all. Her client was prepared to offer to pay the Applicant £50.00. For his part the Applicant indicated he would accept £1000.00. given the difference between the parties the tribunal proceeded to hear evidence from Mr Robert Aitken.
23. Mr Robert Aitken provided the Tribunal with details of the work he had done at the property. He explained he and his wife had attended at the property on 3 October 2017 and his wife had taken photographs. He had not attended at the property for ages before that. He then recalled he had done some work on the property at the commencement of the lease in the toilet downstairs and the shower room upstairs. He said he had replaced grouting in both areas and replaced silicone around the shower. He had also cleaned some walls and touched up with magnolia paint. The carpets had been cleaned and hoovered.
24. Mr Aitken Snr said he had held a key for the property for some months and used the same key to access the property on 3 October.
25. Mr Aitken Snr said he spent about 10 -12 hours attending to the garden at the property and in addition took the rubbish to the skip at Crieff which took about a further hour. He thought it had taken 6-7 hours to clean the oven and hob with more time taken on the hob. He thought the preparation and painting of the walls had taken a further 12 hours and varnishing the window sills about 4 hours. It had taken about 2 hours on his computer to source a shower rail and then time to go to Stirling to purchase it and a further 1.5 hours to fit it. It had taken about 2 hours to reposition and tighten the bathroom tap. It had taken about 6 hours to replace the thermostatic valve on the radiator including the time to go to Stirling to collect the replacement part. It had taken 3.5 hours in total to go back to Stirling on a different day to collect a new kitchen tap and then install it. He said that it had taken about 15 minutes to fix the plasterboard in the electric cupboard and 15 minutes to fix the wardrobe handle. It had taken over an hour to put the balusters in the stairs back in place. It had taken 15 minutes to put back the coat hooks.
26. In reply to a question from Ms Grant, Mr Aitken Snr explained that despite being an economist by profession and now retired he was keen on DIY and rarely had to employ tradesmen and was capable of doing many jobs around the home and had been into DIY car mechanics and furniture making.
27. For her part Mrs Patricia Aitken explained to the Tribunal that she had kept a diary of the days that her husband Robert Aitken had attended at the property to carry out repairs. She said that she and her husband had gone to the property on 3 October and had taken photographs. Her husband had gone on 10 October to put the bin out and had then attended there on 24<sup>th</sup>, 26<sup>th</sup>, 28<sup>th</sup> and

31<sup>st</sup> October and again on 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11 and 16<sup>th</sup> November. She said that she herself had attended on the 10<sup>th</sup> and 11<sup>th</sup> to help with cleaning the cooker and general cleaning prior to the next tenant moving in.

28. The Second Respondent confirmed that she and her husband had lived in the property from 1 April 2017 until 27 August 2017. They had moved out of the property prior to the end of the lease as they had found somewhere else to live.
29. The Second Respondent spoke of the property not being in a good condition when she moved in. She said the windows were dirty, there were stains on the walls and marks on the radiators. She said the dishwasher was dirty, the toilet seat did not fit properly and there was toothpaste in the en-suite sink. She said the place was dirty and dusty. Prior to moving in she said she had contacted the Applicant with her concerns but when she moved in the property was still not in a good condition. She said she had taken photographs of the property on 1 April 2017 and these had been submitted as productions.
30. The Second Respondent explained that she had taken the photographs partly because the property was in such a bad state of repair and also because the Applicant had decided to take a deposit because she had pets in the property. In response to a question from the Tribunal, the Second Respondent confirmed she had not shown the photographs to the Applicant or anyone else at that time.
31. The Second Respondent spoke of various issues regarding the property not being rectified during her occupation of the property and this had contributed to the Respondents' decision to find another property.
32. The Second Respondent said that she had left the property on 27 or 28 August 2017 and had removed most of their belongings but it had been their intention to return prior to the end of the lease to remove the remainder of their things and there were also things they would have done including removing the paint stain from the carpet.
33. The Second Respondent spoke of becoming aware of the Applicant fixing a Notice of Abandonment to the property on 30 August. She spoke of being shocked at seeing this but had not contacted the Applicant as she did not wish any confrontation. She said she had then gone to the property on 26 or 27 September to remove her remaining belongings but the key would not work. She therefore contacted Martin & co but did not get a response from them.
34. According to the Second Respondent there had been no communication from the Applicant since about June or July 2017 and there had been no further communication until August 2018 when the Applicant was seeking payment for damage to the property. At that time the Second Respondent said she had contacted Mrs Steel who had advised her there had been substantial damage to the property but did not say more.
35. The Second Respondent confirmed that the property had been occupied by herself and her husband and her small son. She went on to explain that she

and her husband had separated shortly after leaving the property and they were no longer in contact.

36. The Second Respondent explained that at one time her husband and the Applicant had been good friends but that there had been a falling out during the time they were in the property.
37. The Second Respondent said that she did not know if she had any obligation as a tenant to maintain the garden ground at the property. It was not something she had done but had left it to her husband. She was aware that the garden was quite overgrown at the commencement of the tenancy and had taken a photo of it and this was lodged as a production. She said that she had a property of her own that she rented out and in her tenancy agreement there was a clause that said the tenant was responsible for the garden.
38. The Second Respondent said she had not been aware of any oil spill on the patio.
39. With regards to the paint spilled on the carpet, Ms Grant explained that the First Respondent had written abusive messages on a wall in the property and it had been necessary to paint over them. Thereafter the First Respondent had tripped over the paint pot and spilled paint on the carpet.
40. According to the Second Respondent she had not used the hob at all during the time she was in the property and could not recall its condition when she moved in. She said that she had reported it to the Applicant that it had not been working and he had suggested that the circuit breaker might have tripped. He had not had it sorted. She said that she had used the microwave and the oven and the oven had been working when she left the property.
41. The Second Respondent spoke of the window frames being dirty and rough at the commencement of the lease and had not been sanded at that time. She spoke of the property not being wind and watertight with draughts and water coming in from the patio doors. She said she had not reported this to the Applicant.
42. The Second Respondent said she had reported the electric shower not being safe as water was going down behind it and she could have been electrocuted. She confirmed it had been repaired but only after her father had found out what was wrong with it.
43. According to the Second Respondent the tap in the bathroom had moved ever since she took occupation of the property and the kitchen tap had broken because it was so old. She said she had not been aware of the radiator valve being broken. With regards to the toilet seat being displaced she said that it did not fit when they moved into the property and was worse when they moved out.
44. She said that she had not known the balusters had been damaged. She and her husband had moved themselves out of the property. She was not aware of

any damage being caused at that time. She did know that the coat hooks were hanging off the wall.

45. The Second Respondent accepted that the property needed cleaned at the end of the tenancy and said that she would have cleaned it had she been able to get back into the property. She said her father had gone to the property with her key and he too had been unable to get it to turn. She said her father had gone twice to try to get into the property without success and she had tried once.
46. Duncan Strathdee confirmed that he was the Second Respondent's father. He had seen the property before the Respondents moved in and had visited quite a few times as he used to babysit his grandson.
47. Mr Strathdee said that he had also gone to the property when his daughter had a problem with something at the property. He spoke of originally being a technical teacher and therefore being familiar with things such as the electric shower at the property. He had removed the cover and discovered that water was pouring over the electrics. He was of the view that it was dangerous and someone could have been electrocuted. He recalled his daughter had raised this with the Landlord who had at first said there was nothing wrong with it. Mr Strathdee recalled his daughter had raised another issue with regards to the boiler at the property but could not remember the details other than there had been a metal tray under the boiler that was filled with rusty water.
48. Mr Strathdee went on to say that he was a registered landlord and knew how properties should be when rented out. He said that when his daughter moved into the property it was filthy. The carpets were dirty. There was mould. The toilet seat did not fit properly. There was a problem with the tap in the sink. He said the doors to the patio were filthy and there were marks on the woodwork. It was not what he would have expected. He said that he knew that his daughter had received an email to say that the property would be given a deep clean prior to the commencement of the tenancy but it had never been done.
49. Mr Strathdee spoke of there being damp in the property in some spots but could not remember the details. He recalled his grandson having to go to hospital whilst staying in the property.
50. Mr Strathdee said that his son-in-law and the Applicant had a falling out he thought over the referendum. He thought it was something to do with a website.
51. Mr Strathdee confirmed that the Respondents had been unhappy with the condition of the property and had found another property and had moved some of their stuff out. When his daughter had gone back, she could not gain access to the property. Mr Strathdee said he had gone to the property with his daughter's key but it did not fit. He said he was aware of one or two things needing done. He said he could have removed the spilled paint from the carpet and done some paintwork and some cleaning

52. Mr Strathdee spoke of the grass in the garden being high when the Respondents moved in and there was also a hole in the fence. He did not think the garden was in a great condition.
53. Mr Strathdee recalled that at the commencement of the lease the Applicant had fixed sealant around the bath but he was not aware of the property being cleaned.
54. Mr Strathdee said that as a landlord himself, at the end of the lease he would have gone around the property with the tenant and would have expected the property to have been in the same condition as when they moved in or else there would be a deduction from the deposit.
55. After Mr Aitken had given his evidence the Applicant voiced his concern that the First Respondent's father had removed the cover on the electric shower. The Second Respondent said that her father knew about these things. The Tribunal pointed out that this was not relevant to the issues before it.
56. Mr Nathan Strathdee told the Tribunal that he had helped his sister and brother-in-law, the Respondents, to move into the property on 1 April 2017. He recalled that he had only really been in the living room and had made a joke to his sister about the place being clean when the floor was dirty. He was not aware of any damage but it was not clean. He explained that his sister had told him that it was supposed to be cleaned before they moved in.
57. Nathan Strathdee said that he had helped the Respondents move out and had seen that paint had been spilled on a carpet and had passed comment to the First Respondent about this.
58. Mr Strathdee confirmed that the relationship between the First Respondent and the Applicant was not so friendly as it had been towards the end of the tenancy but had not been aware of how much conflict there had been.
59. Following the evidence from the witnesses the Second Respondent attempted to elicit from the Applicant what had been the purpose of putting up the Notice of Abandonment when the expiry of the notice was only a few days before the end of the tenancy. For his part the Applicant said that he had just been trying to cover all the bases.
60. The Applicant strongly denied he had changed the locks prior to the end of the tenancy and said the locks had not been changed until after the next tenant had left the property taking the key with him. He did not know why the Second Respondent nor her father had been unable to access the property. His father had a key as did Martin & Co and they had been able to get in.
61. The Applicant confirmed that the Respondents' deposit had been returned to him by the Deposit Scheme Administrators to cover the final month's rent.

#### Findings in Fact



62. The Respondents occupied the property from 1 April 2017 until 27 August 2017.
63. The property was not clean at the commencement of the lease.
64. The toilet seat did not fit properly at the commencement of the lease
65. There were stains on some walls and marks on some radiators at the commencement of the lease.
66. At the commencement of the lease the Applicant and the First Respondent were friends. There was a falling out between them during the period of the lease.
67. The Tenancy Agreement did not make specific provision for the tenants to maintain the garden ground associated with the property unless it was common property.
68. At the end of the lease the Respondents left two wardrobes, a chest of drawers and some bags of clothes in the property.
69. The First Respondent and Mr Duncan Strathdee were unable to access the property when they tried to do so on 26 or 27 September 2017.
70. The Respondents spilled paint on a carpet in the property.
71. The Respondents left a "love heart" about 12 inches tall drawn on a wall in the property. The wall required to be repainted. Three other walls in the property required repainting.
72. The electric hob in the kitchen required cleaning at the end of the tenancy
73. The oven required to be replaced.
74. The shower rail in the bathroom and the shower head required to be replaced.
75. A tap in the bathroom required to be repositioned and tightened.
76. A broken sensor on a radiator valve was broken and required to be replaced.
77. The kitchen tap was broken and required to be replaced.
78. Damaged plasterboard in the electric cupboard required to be fixed.
79. A wardrobe handle required to be fixed.
80. Two balusters on the stairs required to be fixed.

81. A set of coat hooks required to be re-attached to a wall.
82. Rubbish required to be taken from the property for disposal.
83. There were waste disposal facilities in Auchterarder that were closer to the property than the facility in Crieff used by the Applicant and his father but with more restricted opening hours.
84. Mr Robert Aitken spent about a total of about 50 hours working at the property after the Respondents left.
85. The Applicant made three trips to a waste disposal site in Crieff with rubbish, furniture and carpeting from the property.
86. The Applicant transported furniture belonging to the Respondents from the property to a storage facility owned by the Applicant.
87. The Applicant's mother Mr Patricia Aitken spent about 12 hours cleaning the property after the Respondents had left the property.
88. The Applicant made no attempt to contact the Second Respondent to enquire if she wished to collect the items of furniture and clothing left at the property.
89. The Applicant knew where the Second Respondent was working.
90. The Second Respondent did not contact the Applicant after she was unable to access the property on 27 September 2017 and after she had no response from the Applicant's letting agent, Martin & Co.
91. The Applicant issued an invoice to the First Respondent dated 17/08/2018 in the sum of £5405.00 in respect of the Applicant's claim against the Respondents following their removal from the property. This was made up of charges of £300.00 for storage of abandoned property, £3500.00 for labour, £1125.00 for loss of rental, £250.00 for removing and refitting carpet and £250.00 for disposing of unclaimed property.
92. The Applicant's letting agents Martin & Co estimated the cost of putting the property into good order after the Respondents left the property at £1500.00.

#### Reasons for Decision

93. It was accepted by the Applicant at quite an early stage of the hearing that the claim of 350-man hours that had been spent bringing the property back into letting condition was grossly overstated. This became even more apparent when the Tribunal was made aware both from the Applicant and Mr Robert Aitken that the vast majority of the work had been carried out by Mr Robert Aitken working alone. From Mr Robert Aitken's evidence it appeared that he

had spent in total about 50 hours working at the property. The Tribunal was prepared to accept that a charge of £10.00 per hour would be reasonable.

94. The Tribunal then had to consider whether all of Mr Robert Aitken's time should properly be charged against the Respondents. Unfortunately for the Applicant and no doubt as an oversight the Tenancy Agreement did not make specific provision that the Respondents would be responsible for maintaining the garden ground associated with the property. The only mention of garden ground was at Clause 11.6 of the agreement which referred to common parts and the obligation for the Tenant to co-operate with other proprietors/properties in keeping the garden, back green or other communal areas clean and tidy. It was the view of the Tribunal that in the absence of a specific provision in the lease obliging the Respondents to maintain the garden ground they could not be held responsible for the cost of weeding, weedkilling, strimming or the removal of rubbish from the garden. In addition, the Second Respondent provided the Tribunal with a photograph taken at the commencement of the tenancy that showed that the garden was somewhat overgrown at the commencement of the lease. The Applicant was also claiming for the time spent removing an oil spill from the patio which arguably forms part of the garden and therefore not recoverable. Furthermore, and this was a problem the Applicant faced throughout this case, it was for the Applicant to prove in the balance of probabilities that the oil stain occurred during the Respondents occupation of the property and indeed was caused by them. The Applicant was unable to offer any substantive evidence to show that was indeed the case.
95. Mr Robert Aitken made several trips to Stirling to source materials and the applicant wished all of his travelling time to be taken into account as well as other time spent on searching the internet to source replacement parts. Whilst the Tribunal was prepared to accept that had the Applicant instructed tradesmen to carry out the work at the property rather than his father their hourly rate might have been significantly higher the Tribunal was of the view that some of the time spent carrying out the work and providing the parts would have been somewhat less. The Tribunal also felt that with some forethought Mr Robert Aitken's trips to Stirling could have been reduced so that all the replacement parts were purchased at one time.
96. Whilst the Tribunal accepted that the work done by Mr Aitken was necessary it felt that not all of it could be blamed on the Respondents. Firstly, the Applicant had no photographs to show the condition of the property when the Respondents moved in therefore it would be difficult for him to prove in the balance of probabilities that the condition of the property when the Respondents moved out was due to the acting of the Respondents. Secondly the Second Respondent did provide some photographs that were dated the day the tenancy commenced and did show that the property was not clean and there were marks on walls, doors, window frames and radiators. There was also quite compelling evidence from the Second Respondent's witnesses to support her contention that the property was not in a particularly good condition at the commencement of the lease. Thirdly there will inevitably be a degree of fair wear and tear to be taken account of in any leased property. Items will wear out or be broken through no fault of the tenants.

97. It was an unusual aspect of this case that the Applicant did not seek to recover the cost of replacement parts only the time spent. This was apparently due to receipts not being available. That may be a windfall for the Respondents but the Tribunal cannot take that into account in apportioning any award to the Applicant.
98. Although the Tribunal accepted that Mrs Patricia Aitken may have spent about 12 hours cleaning the property prior to it being placed on the market the Tribunal was also of the view that the property was not clean when the Respondents moved in and therefore, they may well have left it in no worse a condition.
99. Although the Applicant felt he had no alternative other than to store the Respondents furniture for six months the Tribunal was not satisfied that he needed to do this. The Applicant knew where the Second Respondent worked. It would have been quite straightforward for him to have telephoned her there to ask if she wanted the remaining contents and if she did to make arrangements for their collection. Even if the Applicant did not wish to speak to the Second Respondent, he could have written to her at her work. The Tribunal did not accept Mrs Steel's contention that she had been told by the Citizens Advice Bureau that the Applicant could not contact the Respondents.
100. In addition, the Tribunal did not consider that the charge levied by the Applicant for storage was in the circumstances reasonable. The Tribunal also felt that the charge for disposing of the Respondents property was unduly high given that it would in the Tribunals view take a relatively short time to dismantle the furniture and transport to a waste disposal site.
101. The Tribunal also felt that given the condition of the property at the commencement of the lease and whilst it may well have taken some time to put the property into good order for re-letting it would not be appropriate for the Respondents to be held liable for any loss of rent during this period.
102. The Tribunal was satisfied that the Applicant was entitled to some payment for the time spent on making good the property as some of the work done by Mr Robert Aitken and the Applicant might legitimately be charged to the Respondents particularly in respect of some painting and varnishing, the cleaning of the hob and the repair of the shower head, taps, baluster, coat hooks and some other minor works. Taking everything into account including time spent by the applicant and his mother and father the Tribunal concluded that a total of 28 hours at £10.00 per hour would be a reasonable award in this case.
103. The Tribunal was unable to determine why the Second Respondent and her father had been unable to access the property on 27 September 2017. It could not say from the evidence that the locks had been changed.

## Decision

104. After carefully considering all of the evidence the Tribunal finds the Applicant entitled to an order for payment by the Respondents in the sum of £280.00.

## 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.

Graham Harding //  
Legal Member/Chair

20 March 2019  
Date