



Decision of the Home Owner Housing Committee issued under the Home Owner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012

HOHP Reference: HOHP/PF14/0187

Property at Flat 0/2, 6 Cavendish Street, Glasgow, G5 9QQ

THE PARTIES

Mr Jack McLachlan, residing at Flat 0/2, 6 Cavendish Street, Glasgow, G5 9QQ ("the applicant")

And

YourPlace Property Management being the trading name of GHA (Management) Limited, having their registered office at Granite House, 177 Trongate, Glasgow, G1 5HF ("the respondents")

DECISION OF THE COMMITTEE

The Homeowner Housing Committee, having made enquiries, and having due regard to the oral and documentary evidence presented, has determined that the respondents have not breached the Code of Conduct for Property Factors.

COMMITTEE MEMBERS

James Bauld (Chairperson)
David Godfrey (Surveyor Member)

BACKGROUND

1. By application dated 13th November 2014, the applicant applied to the Homeowner Housing Panel for a determination as to whether the respondents had failed to comply with the Code of Conduct for Property Factors (hereinafter referred to as "the Code") imposed by section 14 of the Property Factors (Scotland) Act 2011 (hereinafter referred to as the "2011 Act").
2. The application claimed that the respondents had failed to comply with numerous sections of the Code. By letter dated 4th December 2014 the applicant notified the respondents and the Homeowner Housing Panel that the relevant sections which formed the basis of his complaint were section 1.1a, section 1B(c) and (d) and section 1D(m), section 2.1, 2.2, 2.4 and 2.5, section 3.3, section 4.1, section 5.2 and 5.4, section 6.1, 6.3 and 6.4 and section 7 "middle paragraph" which the Committee took to mean section 7.3.
3. After sundry correspondence, the President of the Homeowner Housing Panel issued a minute of decision referring the application to a Homeowner Housing Committee. That minute was issued on 10th June 2015. Subsequent to the issue of that minute, a hearing was arranged to take place on 21st September 2015. Appropriate intimation of that hearing was sent to all parties.

4. The hearing took place at Wellington House in Glasgow on 21st September 2015.
5. The applicant was present and was accompanied by Mr William Boyle who had assisted him in the preparation of his application. The respondents were represented by Ms Alison McDiarmid who is the factoring services director of the respondents along with Mr Thomas Cuthill who is the common repairs team manager of the respondents.

THE HEARING

6. The hearing proceeded initially by Mr McLachlan presenting his evidence. He took the Committee through the history of the matter. Much of this history was already contained within the extensive written documentation which had already been lodged with the Committee. He explained that while carrying out renovations to his property in December 2013 he discovered dampness within the bathroom. He contacted the respondents who were his factors who arranged for a loss adjuster to attend. The loss adjuster indicated that parts of the work related to the common joists and would require to be dealt with by the factor and not by the applicant. The loss adjuster made certain payments to the applicant in respect of the work which was individual to his property.
7. The applicant visited the offices of the respondents on 3rd and 6th January 2014. He reported the repairs which were required. Arrangements were made for an inspection to be carried out. Subsequently a specification of the proposed works was sent to the applicant together with a form requiring him to consent to the works. The consent form contained an indication of the relevant costs which would be incurred in respect of works which related solely to his property. There were also additional costs in respect of works to common parts. The applicant signed the consent form agreeing to meet the costs. The costs in the consent form were the individual costs applicable to the applicant's property. In addition he would be liable for a one sixth share of common costs. The consent form was returned to the respondents on 3rd February 2014 and works commenced on 6th February 2014.
8. On 7th February 2014 the works had not been completed but were delayed. No real explanation was given to the Committee as to the reason for the delay. There was a suggestion that the contractors employed by the respondents required access under the kitchen floor of the applicant's property. There was a suggestion that kitchen units would require to be removed. In any event the work did not proceed any further at that stage.
9. The applicant made various visits to the respondents' office in February and eventually on 4th March 2014 a meeting took place between the applicant and Bernie Donaldson of the respondents. After that meeting the works were recommenced on 6th March and were subsequently completed.
10. At that point the respondents considered the job was finished.
11. The applicant did not think the job was finished. He complained to the respondents that some brick work required to be replaced in the under floor area where new joists had been installed. The respondents' position was that although their initial quote had contained an indication that the works would require the cutting of pockets in brick or masonry walls for the ends of new joists and building in the ends of new joists, their contractors had carried out no such work. Their position was they had been advised that no brick work had been cut and accordingly no brick work fell to be replaced.
12. The applicant did not accept this position. Between the conclusion of the works in March and 4th June 2014 the applicant installed a new bathroom suite within his bathroom and covered the access hatch which had been present.

13. On 4th June 2014 the applicant was visited at home by Bernie Donaldson from the respondents. The applicant admitted that he had had a heated argument with Mr Donaldson and had asked him to leave his house. The applicant denied that he had manhandled or assaulted Mr Donaldson. At the time of this meeting, the applicant indicated that two contractors were working within his bathroom. He claimed that after Mr Donaldson left his house, Mr Donaldson had waited outside the house and had spoken to the two contractors when they left. The contractors were Charlie Robb and Alan Manson. The applicant alleged that Mr Donaldson had asked Mr Manson and Mr Robb to confirm that the applicant had assaulted Mr Donaldson.
14. During the month of June, the applicant continued to complain to GHA that the works had not been completed properly. He complained by visiting the offices of the factors.
15. By letter dated 5th June 2014, the respondents wrote to the applicant indicating that they were aware of his complaints but indicating they did not uphold his complaint. They indicated that their position was that the works had been completed satisfactorily in line with their quality control process. They asked the applicant to make payment of the invoice which totalled £416.68. They indicated that they regarded stage 1 of their complaints process as completed and provided details to the applicant of the method by which he could escalate his complaint to stage 2. That letter was signed by Brian Stewart, common repairs team manager.
16. The applicant escalated his complaint and visited the offices of the respondents on 16th June. He produced a copy of a survey report which he had obtained from his representative Mr William Boyle. The respondents wrote to the applicant by letter dated 27th June 2014. That letter was signed by Maureen Dowden, the community governance and compliance leader of the respondents. In that letter, Ms Dowden indicated that she did not uphold the complaint and again reiterated the respondents' position that the work had been completed in accordance with their usual standards and that the invoice was accurate. It was pointed out that the work which had initially been priced at £323.78 was actually billed at only £240.60. These were the works to which the applicant had given consent. These were the works which related solely to the applicant. The letter indicated that if the applicant wished additional masonry/brick work to be carried out then the respondents were willing to do so but that because this work had not previously been charged they would seek to obtain payment for same. The letter concluded by indicating that the respondents considered they had concluded the complaints procedure and provided the appropriate information for the applicant to proceed to make a complaint to the Homeowner Housing Panel.
17. The applicant wrote to the respondents by letter dated 14th July 2014. He reiterated his complaint and asked the respondents to reconsider their decision. He asked for a meeting.
18. By letter dated 5th August 2014 the respondents wrote to the applicant offering him a meeting on 8th August 2014 within their offices. The respondents indicated the meeting would be attended by Brian Stewart, Bernard Donaldson and Stephanie Brown from their staff. They confirmed that Mr McLachlan could attend along with his surveyor.
19. On 8th August 2014 the applicant attended at the respondents' office. In addition to being accompanied by Mr Boyle, he was also accompanied by a neighbour, Bill Scott. The respondents refused to allow Mr Scott to attend the meeting on the basis that in their view, the meeting was restricted to issues which had arisen in respect of the applicant's property. The applicant said the meeting proceeded but did not reach any real conclusion.
20. Subsequent to the meeting the applicant wrote to the respondents by letter dated 22nd August 2014. Again, he requested that investigations be re-opened, and indicated the matters upon which he was complaining. The applicant received an acknowledgement of that letter by letter from the respondents dated 27th August 2014. That letter contained no detail and was simply a "holding" reply

21. The respondents then wrote to the applicant by letter dated 3rd October 2014. In the first paragraph of that letter they apologised for the delay in responding to the letter of 8th August. The respondents' letter of 3rd October 2014 was again signed by Maureen Dowden. The letter to the applicant indicated that the respondents were now happy to carry out the brick work free of charge and indicated that this was an offer they had made at the meeting in August. The letter asked the applicant to contact the respondents' common repairs team to arrange for a suitable appointment for an access hatch to be cut to enable the works to be carried out. Beyond that, the respondents indicated that again they considered the matter was now closed and again invited the applicant to proceed to make a complaint to the Homeowner Housing Panel.
22. Subsequent to receipt of that letter, the applicant indicates that he made telephone calls and visited the offices of the respondents on 10th October, 21st October and 23rd October. On 5th November the applicant wrote to the respondents asking for a breakdown and itemisation of the common and individual cost of works and a request that they provide information regarding their quality control process. On that date he also indicated he was referring the matter to the Homeowner Housing Panel.
23. The respondents wrote to the applicant on 6th November. That letter was signed by Alison McDiarmid, the factoring services director. That letter reiterated the offer that the respondents were willing to revisit and discuss any further work the applicant believed was required but again pointed out that such agreement depended on gaining appropriate access. It again reiterated that the complaint had been closed and indicated that the respondents remained satisfied that the works were reasonably priced and correctly apportioned. Another letter was sent to the applicant by the respondents dated 13 November 2014. This was signed by Brian Stewart. This letter was a direct response to the applicant's letter of 5th November and provided copies of the various repairs specifications, copy of the consent form and confirmation that as the common works were under the threshold individual owner consent was not required for that part of the costs. It also set out details of the respondents' quality control process and provided copies of other correspondence.
24. The applicant then lodged his application with the Homeowner Housing Panel.
25. Subsequent to that, by letter dated 12th December 2014, the respondents wrote again to the applicant. That letter was signed by Tom Cuthill, complaints co-ordinator. It referred to the revised referral to the HOHP as the applicant had added an additional complaint regarding the provision of information and literature regarding his buildings insurance policy. It provided some information to the applicant in connection with the manner in which insurance claims would be processed and stated that if additional information was sought the respondents would assist in any way that they could. The applicant also indicated to the Committee that it was obvious to him that the cause of the dampness which led to the works being required was a leaking stop cock within the kitchen of his property and not any leaks within the shower area in the bathroom of his property. He claimed that he expected the respondents to deal with insurance claims and his behalf and did not agree with them when they had told him that a claim in respect of damage caused by rot was a non-insurable risk.
26. After the applicant had finished addressing the Committee, Ms McDiarmid addressed the Committee on behalf of the respondents. The respondents had provided a detailed written submission which was before the Committee. Ms McDiarmid reiterated the view of the respondents that the repair was a result of a long standing leak from the shower area. She indicated that it would not have made any difference to the cost of repairs whether the source of the leak was the stop cock or the shower area. The joist was a common part and there was also damage to individual parts of Mr McLachlan's property. She reiterated her view that it was unlikely that any insurance company would accept a rot claim as an insurable event but they had always indicated to Mr McLachlan that he could pursue any claim with the appropriate insurer.

27. She reiterated the timescale of having first received notification of the requirements for works on 3rd and 6th January, the carrying out of the inspection, the provision of the specification on 27th January and the receipt of the completed consent form on 4th February. The works commenced on 6th February 2014 and were completed by 17th March. She indicated this fell within the provisions of the written statement of services that works would be completed within 30 days of being reported. On being questioned by the Panel, she indicated that the timescale of 30 days started from the date when consent was obtained. Mr Cuthill then stated 30 days meant 30 working days. She referred to the ongoing complaints process which had been followed and confirmed that the various letters which were with the Committee were accurate reflections of the respondents' position. She confirmed that the respondents had had meetings with the applicant and had eventually offered to carry out the various works free of charge. It was her position that they had been advised by their contractor that the relevant brick works had not been done in the first place and accordingly they had not been invoiced. The invoice sent to the applicant was lower than the amount to which he had consented.
28. It was then indicated to the Committee that parties had attempted mediation before the Committee hearing had proceeded. Both parties seemed willing to discuss the fact that mediation had been attempted. Ms McDiarmid indicated that the offer to carry out the works had remained open throughout the period from August 2014 and the works had eventually been done on 25th June 2015. The applicant confirmed that the works had now been completed and so far as he was concerned the works had now been completed fully and satisfactorily.
29. Ms McDiarmid indicated that during the course of the mediation she had indicated to Mr McLachlan that the respondents would be willing to make a payment as a gesture of goodwill. Subsequent to the mediation which did not resolve matters, a further meeting was held between Ms McDiarmid and the applicant. That meeting took place on 17th June. Ms McDiarmid wrote to the applicant on 22nd June. Her letter is wrongly dated 22nd June 2014. That letter was sent on 22nd June 2015. In the letter Ms McDiarmid set out the elements which had been discussed at their meeting and again concluded by indicated she was willing to consider a gesture of goodwill in respect of the amount being claimed by the applicant. At that stage the applicant was seeking £1,846.32 in compensation in respect of inconvenience and expenses which he had incurred.
30. Ms McDiarmid then indicated to the Committee that she was authorised by the respondents to settle claims. She had indicated to him that the offer was being made purely on a commercial basis and based on commercial convenience. She had indicated to the applicant that the offer was being made in order to remove the requirement for a Committee hearing to take place and it reflected the relevant costs which might be incurred by the respondents in preparing for such a Committee and attending at such a Committee. It was confirmed by both parties that the offer had been made and indeed that the offer was at their limit of the amount which Ms McDiarmid was authorised on behalf of the respondents. It was confirmed that the offer was refused by the applicant. The details of this offer were confirmed freely and openly to the Committee by both parties. Ms McDiarmid indicated that at that stage the applicant was looking for £2,500 and that she had received correspondence from a firm of solicitors acting for the applicant. The applicant confirmed that was the position.
31. Ms McDiarmid was asked by the Committee members whether the offer which had been made was still available. She indicated that it was not. The offer had been made to try to avoid the necessity for preparing and attending at a Committee hearing and accordingly it was no longer available. She indicated that there was no longer any offer being made.
32. With regard to the incident which was alleged to have occurred on 4th June 2014, Ms McDiarmid confirmed that Bernie Donaldson had reported to his manager a claim that he had been assaulted by Mr McLachlan. On being asked by his manager whether he wished this to be pursued further through a formal process, Mr Donaldson indicated that

he did not wish to do so. Accordingly, no formal complaint was registered and no further action was taken. The respondents considered that matter to be closed.

33. Further, it was then indicated to the Committee by the applicant, that he had been under a great deal of stress relating to this matter and that he was now suffering from raised blood pressure. In particular he produced a letter from his GP indicating that he had advised his GP of these problems and which confirmed he was being treated by these symptoms.
34. Both parties were asked whether they had any further information they wished to place before the Committee. It was indicated that they did not. The Committee indicated that they would consider the evidence which had been heard together with the written documents which had been produced. The Committee indicated to the parties that a decision would be reached and provided to the parties.

FINDINGS IN FACT

35. The Committee noted that there was very little dispute between the parties with regard to the facts of this matter. The facts are basically set out in the narration of the events at the hearing.
36. It seemed to be agreed between the parties that the applicant was the owner of the relevant property and that the respondents were the factors. Relevant repairs were reported and arrangements were made for works to be carried out. The respondents provided the applicant with a detailed specification of the works to be done together with a detailed pricing. The applicant agreed to the works and to the price.
37. The works were commenced in February 2014 and completed in March 2014. Subsequent to that, the applicant raised the various complaints which form the basis of this application. Further additional works were carried out in June 2015 which enabled the applicant to be satisfied that all works had been carried out. The applicant has not yet paid the invoice which has been remitted to him in respect of these works. The respondents have indicated that he will not be charged any additional sums in respect of the works carried out.
38. It seemed to be agreed between the parties that the various letters which are mentioned were all sent and received. There seemed to be no dispute that the applicant had regularly visited the respondents offices to lodge complaints.

DISCUSSIONS AND REASONS FOR DECISION

39. The applicant alleged that the respondents had breached the Code and listed a variety of provisions which he claimed had been breached. Each of these will be considered in turn.

Section 1 – Written statement of Services

40. The applicant alleged that the respondents had breached the requirements of the Code in respect of the provision of the written statement of services. He alleged various breaches including section 1.1A, B(c), B(d), D(m). The Committee could find no breach of the Code. The requirement in this section of the Code is to provide a written statement of services. The Code then requires that the written statement of services contains a variety of provisions. In each case, the written statement of services provided by the respondents met the requirements of the Code. The requirement of the Code is to provide a homeowner with a written statement of services which contains the relevant provisions. The remainder of the Code deals with a failure to either meet the terms of the Code or the matters which are set out in the written statement. As an example, the applicant complains that the respondents are in breach of paragraph 1.1A of the code. The Code indicates here that the written statement should set out the basis of the factor's authority to act. The written statement of services which has been

provided to the Committee clearly does so. It indicates that the respondents will either be named as factor on the title deeds, will have been appointed as factor directly, had been appointed when they were established in 2003 or were already the factor for the block at the time the person bought the property. The Committee accordingly could find no breach of any part of Section 1 of the Code of Conduct.

Section 2 – Communication and Consultation

41. In this part of the complaint, the applicant alleges that the respondents breached a variety of parts of the Code. Section 2.1 requires a factor not to provide information which is misleading or false. Section 2.2 requires a factor not to communicate with homeowners in any way which is abusive, intimidating or threatening. Section 2.4 requires factors to have procedures in place to consult with homeowners and seek written approval before providing work or services which will incur charges in addition to those which are outwith the core service. Section 2.5 requires factors to respond to enquiries and complaints within prompt timescales.
42. With regard to each of these complaints, the Committee do not find any breach to be established. There is no evidence that the factor provided any false or misleading information to the respondents. They provided him with details of the proposed work. They sought his consent to the work. When he complained, they responded to him based on the information which had been provided by their contractor. While the applicant may not have agreed with the information which was being provided to him, there is nothing to suggest that any information was provided which was misleading or false.
43. Similarly with regard to paragraph 2.2, there is no communication which has been sent by the factor to the respondents which is abusive or intimidating or threatening. The Committee assumed that the inclusion of this alleged breach of the code related to the alleged incident on 4th June 2014 where the applicant complained that Bernie Donaldson falsely accused him of assault. The Committee accepted the evidence of the applicant that on that day he had had a heated argument with Mr Donaldson. The Committee accepted the evidence that Mr Donaldson had reported to his employers an allegation that the applicant had assaulted him. The Committee accepted the evidence that Mr Donaldson had approached Mr Manson and Mr Carr and asked them to confirm his claim. However, none of this constitutes communication by the respondents with the homeowner in a way which is abusive or intimidating or in a way which threatens the homeowner. At no stage have the respondents ever made any suggestion to the applicant that he had assaulted an employee.
44. The complaint with regard to paragraph 2.4 is also not supported by any evidence. It is clear that before the works were commenced that the respondents not only consulted with the applicant but also the other owners in the block to obtain consent for the work which was their joint responsibility. They sought and obtained written approval before proceeding with work which exceeded the core service. Accordingly there is no breach of paragraph 2.4 of the code.
45. The applicant complains that the respondents also breached section 2.5 of the code. He could provide no specific evidence of a failure by the respondents to respond to his enquiries or complaints. He was clearly unhappy that they did not accept his complaints and agree with his complaints. However, the code does not require that factors accept that all complaints are soundly based. The evidence is clear that every complaint and enquiry made by the applicant was met with a response and all those responses were generally within prompt time scales. The only possible exception was the delay in responding to his letter of 22nd August. He did receive an initial holding response dated 28th August but did not receive a full response until 3rd October. However, the Committee took the view that looking at the general actings in this matter there was no failure which could properly be construed as a breach of the code. The respondents apologised in their letter of 3rd October for their failure to respond. Even if the Committee had upheld the complaint about a breach of this particular part of the Code,

they would have done nothing other than require the respondents to apologise to the applicant. They have already done so and accordingly the Committee do not intend to take any further action.

Section 3 – Financial Obligations

46. The applicant complains that the respondents breached section 3.3. This part of the code requires the applicant to provide a detailed breakdown of charges for work, a description of works, to supply supporting documentation and invoices or any other appropriate documentation required by a homeowner. So far as the Committee can tell the respondents met their duties. They provided the applicant with a detailed invoice in respect of the work. They even provided him with an invoice after the work which was at a lower cost than the estimated and agreed costs. At no point did they refuse to provide any description of the work or any appropriate supporting documentation. Accordingly the Committee do not find any breach of this section of the code.

Section 4 – Debt Recovery

47. The applicant alleges a breach of section 4.1. This section requires a factor to have a clear written procedure for debt recovery. The only item of evidence which relates to this was a comment by the applicant that the factor had written to his neighbour Mr Scott, requiring him to pay his account. It is accepted by the Committee that the factors have a clear written procedure for debt recovery and that they will follow that consistently and reasonably. At no point have the factors in this case even suggested to the applicant that they intend to take debt recovery action. Accordingly the Committee do not find any breach of this section of the code.

Insurance

48. Section 5 of the code deals with responsibilities of factors in connection with insurance. The applicant alleges breaches of 5.2 and 5.4.
49. Section 5.2 requires a factor to provide homeowners with clear information regarding the basis upon which their share of an insurance premium is calculated, any excesses which apply, the name of the company providing the cover and the terms of the policy. There is no evidence to suggest that the factors in this case failed to do so.
50. The applicant also alleges a breach of section 5.4 of the code. This section requires factors to have a procedure in place for submitting insurance claims on behalf of homeowners or, if homeowners are responsible for submitting claims on their own behalf, to supply all information reasonably required. In this case, it is clear that the factors indicated to the homeowner that any insurance claim should be pursued by him alone. At no point did they refuse to provide any relevant information. They provided him with advice that the insurance claim would be unlikely to succeed. However at no point did they prevent him lodging a claim nor failed to provide any information.

Section 6 – Carrying out Repairs and Maintenance

51. The applicant complains of breaches of sections 6.1, 6.3 and 6.4.
52. Section 6.1 requires factors to have in place procedures to allow homeowners to notify them of repairs and to inform homeowners of the progress of work. In this case, these procedures were clearly in place. The homeowner was able to notify the factor of the repairs which required to be done on 3rd and 6th January. He was kept fully advised with regard to the progress of the work. There is no breach of this section of the code.
53. Section 6.3 requires factors to show why they appointed contractors, including cases where they decided not to carry out a competitive tendering exercise. There is no

suggestion here of any breach. There seems to be no suggestion that the contractor who carried out the works was appointed wrongly. There was no request made to show why this contractor was appointed. It seemed to be clear that this was a contractor regularly used by the factor. There is no breach of this section of the code

54. Section 6.4 of the code requires factors to carry out periodic property inspections and plan programmes of cycle and maintenance where the core service agreed with homeowners includes that. In this case there was no such agreement. Accordingly there was no requirement on the respondents to carry out periodic inspections. There is no breach of this section of the code

Section 7 – Complaints Resolution

55. The applicant here complains that there is a breach of the “middle paragraph” of section 7. The Committee assume this refers to paragraph 7.3 which indicates that a factor must not charge for handling complaints. No charge was made. Accordingly there is no breach of the code. If the applicant was complaining about section 7.1 which requires the factor to have a clear written complaints procedure, again there is no breach. It is clear that the factor does have a clear written complaints procedure and has followed them in this case. Indeed, the factor in this case clearly went beyond the written complaints procedure. On two occasions after referring the applicant to the Homeowner Housing Panel they continued to deal with complaints and continued to try to resolve matters. There is no breach of this section of the code

DECISION

56. The decision of the Committee is that there is no breach of the code of conduct and the Committee do not intend to make any property factor enforcement order. The Committee concluded that the factor made various attempts to resolve this matter. These efforts continued during the whole process of the application to the HOHP. It is also noted that the applicant refused a significant goodwill offer. Even if the Committee had been making a property factor enforcement order, the Committee would probably have taken the view that many of the items claimed by the homeowner could not be justified. There was no acceptable vouched evidence at all to confirm the alleged loss of wages by the applicant. There was no explanation why he preferred to spend time at the respondents' office making complaints rather than carrying out his work as a landscape gardener. The bill presented to him by his surveyor, Mr Boyle had no apparent justification based on any hourly rates or normal professional fees. Mr Boyle admitted in his evidence to the Committee that he was not employed as a building surveyor, did not practise professionally as a surveyor and indeed was not allowed to earn any monies beyond £100 per week as this would impact upon his benefits claims as a carer for his mother.
57. Accordingly, the Committee finds that the respondents have not breached any part of the Code of Conduct for Property Factors. The Committee refuses the application. No property factor enforcement order will be made in response to this application.

Right of Appeal

58. The parties' attention is drawn to the terms of Section 22 of the Act regarding their right to appeal and the time limit for doing so. Section 22 provides:-

- "(1) an appeal on a point of law only may be made by summary application to the Sheriff against a decision of the president of the Homeowner Housing Committee or a Homeowner Housing Committee; and
- (2) an appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made..."

Jim Bauld

Signed.....
Chairperson

Date... 8 October 2015

Witness.....

Date... 8 October 2015