Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Homeowner Housing Panel) issued under Section 26 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ('The Procedure Rules)' in an application under section 17 of the Property Factors (Scotland) Act 2011 ('The Act').

Chamber Ref:FTS/HPC/PF/20/1383

Flat 33, Falcon House, 91 Morningside Road, Edinburgh, EH10 4AY ('the Property')

The Parties:

Mrs Ethel Thomson residing at flat 33, Falcon House, 91 Morningside Road, Edinburgh, EH10 4AY ('the Homeowner')

Residential Management Group Scotland Limited having their registered office at Unit 6, 95 Morrison Street, Glasgow, G5 8BE ('the Factor)

Committee members:

Jacqui Taylor (Chairperson) and Angus Anderson (Ordinary Member).

Decision of the Tribunal

The Tribunal determines that the Factor has failed to comply with to comply with sections 2.1, 3.3, 4.5 and 6.4 of the Code of Conduct and the Property Factor duties.

The decision is unanimous.

Background

1. The Homeowner purchased her property Flat 33, Falcon House, 91 Morningside Road, Edinburgh, EH10 4AY in August 2014. The Property is part of an independent living development of 31 properties. Residential Management Group trading as Residential Management Group Scotland took over the factoring of the development on 1st October 2017. Residential Management Group Scotland limited incorporated as a separate company on 19th March 2018.

2. Residential Management Group were registered as a property factor on 7th December 2012. Residential Management Group Scotland Limited were registered as a property factor on 5th April 2018.

3. By application dated 12th June 2020 the Homeowner applied to the Tribunal for a determination that the Factor had failed to comply with the Property Factor's duties and the following sections of the Property Factor Code of Conduct ('The Code'):

Section 2: Communications and Consultation.

Sections 2.1, 2.2 and 2.4

- Section 3: Financial Obligations.

  Sections 3.3 and 3.5a

- Section4: Debt Recovery.

  Sections 4.1, 4.5, 4.8 and 4.9

- Section 5: Insurance.

  Sections 5.4 and 5.5

- Section 6: Carrying out Repairs and Maintenance.

  Section 6.4

- Section 7: Complaints Resolution.

  Section 7.2

4. The application had been notified to the Factor.

5. By Notice of Acceptance by Martin McAllister, Convener of the Tribunal, dated 10th August 2020, he intimated that he had decided to refer the application (which application paperwork comprises documents received between 17th June 2020 and 3rd August 2020) to a Tribunal.

6. An oral conference call hearing by conference call took place in respect of the application on 7th October 2020.

The Homeowner attended on her own behalf.

The Factor was represented by Miss McAtier, solicitor, Anderson Strathearn. She advised the Tribunal that she had only been instructed the previous day.

The details of the application and the parties' written and oral representations are as follows:

Section 2: Communications and Consultation.

2.1: 'The Factor must not provide information which is misleading or false.'

The Homeowner's First complaint:

The Factor's invoice dated 3rd October 2018 did not include a credit of £150.66 from 2017 -2018 shown in the statement dated 29th May 2019.

The Factor's response to the First complaint:

Miss McAtier advised that she did not have instructions on this point.

The Tribunal's Decision:

As the Factor's invoice dated 3rd October 2018 did not include the credit from 2017-2018, or explain that any credit would be detailed separately it was factually incorrect and therefore the Tribunal determine that the invoice was misleading as it states that the sum of £2111.34 was due to the factor but it did not account for the credit balance. The Tribunal finds that the Factor had breached section 2.1 of the Code.

The Homeowner's Second complaint:

Statements dated 29th May 2019 and 31st July 2019 showed on 30th July 2018 'TV Licence £7.50' was charged for which the homeowner was not liable as she was over 75 years of age. The statement shows that this was reversed on 30th July 2018.

The statement dated 11th November 2018 does not include this refund and therefore the financial statements dated 29 May 2019 and 31st July 2019 are not accurate.

The Factor's response to the Second complaint:

The £7.50 was credited to the Homeowner's account on 30th July 2019 and detailed in the financial summary sent to her on 31st July 2019.

The Tribunal's Decision:

The Tribunal make the following findings in fact :-

(First) The statement dated 11th November 2018 showed that a charge of £7.50 for the TV licence had been debited to the account on 30th July 2018 but the statement did not show a credit of £7.50 on 31st July 2018.

(Second) The statement dated 31st July 2019 showed an entry dated 30th July 2018 'reverse TV Licence £7.50.'

The Factor's explanation that the reverse entry of £7.50 was credited to the Homeowners account on 30th July 2019 does not correspond with the details set out in the said account dated 11th November 2018.The Tribunal determined that the

discrepancy between the two accounts was misleading. The Tribunal finds that the Factor had breached section 2.1 of the Code.

2.2: 'You must not communicate with homeowners in any way which is abusive or intimidating, or which threatens them (apart from reasonable indication that they may take legal action).

The Homeowner's complaint:

(1) On 30th April 2019 the last day they were factors of the development the Factor issued a copy of the debt recovery procedure which included a statement 'Notice of Potential Liability of Costs can be lodged on the title of your property with the registers of Scotland. The homeowner found this to be intimidating as they had received no information regarding the account for the period 1st October 2017 to 30th April 2019.

The statement of account showed a credit of £2065.89 on 4th December 2017 and she was not concerned as she had paid £2143.39 from 8th December 2017 to 30th April 2019 as shown in the statement dated 31st July 2019.

The statement dated 29th May 2019 showed charges £4033.78, receipts £2255.39 and balance £1778.36. Another statement dated 31st July 2019 showed charges £3364.05, receipts £2255.39 and balance £1108.66.

The Factor failed to provide detailed financial breakdowns between 1st October 2017 and 30th April 2019.

Mrs Thomson confirmed that the Factor did not actually register a Notice of Potential Liability.

The Factor's response:

On 4th December 2017 an invoice was sent for the period 1st October 2017- 30th September 2018, which included the budget detailing the charges. On 3rd October 2018 an invoice was sent for the period 1st October 2018- 30th September 2019 with a payment request for £2111.34 and the previous years balance was outstanding. As the owners were terminating the factor's contract they needed to ensure that the owners were aware of the recovery procedure, which complies with section 4 of the Code.

The Tribunal's Decision:

Whilst the Tribunal acknowledged that Mrs Thomson was anxious at the possibility of there being a debt and consequent recovery procedure, the Tribunal determined that a notice that forms part of the Factor's debt recovery procedure advising the homeowners that 'a Notice of Potential Liability of Costs can be lodged on the title of your property with the Registers of Scotland' was not abusive or intimidating. The Factor is entitled to advise the homeowners of the steps they are entitled to take to

recover outstanding sums due to them. The Tribunal finds that the Factor had not breached section 2.2 of the Code.

2.4: 'You must have a procedure to consult with the group of homeowners and seek their written approval before providing work or services which will incur charges or fees in addition to those relating to the core service. Exceptions to this are where you can show that you have agreed a level of delegated authority with the group of homeowners to incur costs up to an agreed threshold or to act without seeking further approval in certain situations (such as emergencies).

The Homeowner's First Complaint:

The Factor made unauthorized withdrawals from the reserve fund of £13602.66. The homeowner had been given no notice that the withdrawals had been made and she never approved them. She only found out that withdrawals had been made when she received a statement from the new property factor.

The Factor's response:

The amounts deducted were to cover payments due to contractors in lieu of payment from owners, this was to ensure that services could continue until they could recover the funds from owners. This was not considered expenditure and was a temporary loan from the maintenance reserve. At such time that the owners pay amounts due the amounts taken can be returned.

The Tribunal's Decision:

Section 2.4 of the Code of Conduct is concerned with procedures in relation to instruction of works or services. This section of the Code does not apply to the reallocation of funds. Accordingly, the Tribunal found that the Factor had not breached section 2.4 of the Code.

3.3: 'You must provide homeowners, in writing at least once a year (whether as part of billing arrangements or otherwise) a detailed financial breakdown of charges made and a description of the activities and works carried out which are charged for. In response to reasonable requests, you must also supply supporting documentation and invoices or other appropriate documentation for inspection or copying. You may impose a reasonable charge for copying, subject to notifying the homeowner of this charge in advance.'

The Homeowner's complaint:

The Homeowner explained that the Factor failed to provide a detailed financial breakdown of charges for 2017-2018.

The owners in their letter dated 14th February 2019 requested copies of invoices which have never been received.

The Factor has failed to provide a statement of income and expenditure for the reserve fund for the period 1st October 2017 to 30th April 2019.

The Factor's response:

The Homeowner received an audited account summary on 11th December 2019 for the period to 30th September 2019. An account breakdown for the 2019 period was provided on 31st July 2019 following termination of the factoring contract.

The Tribunal's Decision:

The Tribunal made the following findings in fact:

(First) The audited account summary headed 'Falcon House, Edinburgh, Service Charge Accounts, 1st October 2017 to 30th September 2018', signed as approved by the Board on 8th February 2019, included total figures within each section of the account and did not provide a breakdown of expenditure within each category of the account.

(Second) The homeowner did not provide the Tribunal with a copy of the letter referred to dated 14th February 2019.

Accordingly the Tribunal determined that the said audited account summary for the period 1st October 2017 to 30th September 2018 was not a detailed financial breakdown of charges as it was not possible to determine the items of expense within each category as only total figures had been provided and no separate detailed financial breakdown had been provided.

The Tribunal noted that the letter from the Factor to Mrs Thomson dated 6th August 2019 conceded that the level of detail in the accounts did not give her sufficient comfort of the costs incurred and they had offered to provide a breakdown.

The Tribunal finds that the Factor had breached section 3.3 of the Code.

The Tribunal was unable to make a determination as to whether the Factor had provided information requested by the Homeowner in the letter dated 14th February 2019 as a copy of that letter had not been produced.

3.5a: 'Homeowners' floating funds must be held in a separate account from your own funds. This can either be one account for all your homeowner clients or separate accounts for each homeowner or group of homeowners.'

The Homeowner's complaint:

The reserve fund monies were not held in a separate account before 29th May 2018.

The Factor's response:

The reserve funds were held in a separate bank account. A copy of the bank account statement had been given to the Homeowner.

The Tribunal's Decision:

The Tribunal were unable to make a determination as copies of the bank statements referred to had not been produced.

4.1: 'You must have a clear written procedure for debt recovery which outlines a series of steps which you will follow unless there is a reason not to. This procedure must be clearly, consistently and reasonably applied. It is essential that this procedure sets out how you will deal with disputed debts'.

The Homeowner's complaint:

The Factor failed to issue the homeowners with their debt recovery procedures from 1st October 2017 and 30th April 2019, the last day of their contract. Mrs Thomson acknowledged that the Written Statement of Services states that 'RMG Scotland has a clear procedure for debt recovery and a written copy of their debt recovery procedure is available upon request.' She advised the Tribunal that she had not specifically requested a copy of the Factor's debt recovery procedure.

The Factor's response:

The debt recovery process was within the written statement of services. The debt recovery process was altered in 2019 and as a result it was reissued as a standalone statement.

The Tribunal's Decision:

The Tribunal acknowledged (First) that the Factor's Written Statement of Services states that they have a clear procedure for debt recovery and a written copy of the debt recovery procedure is available upon request and (Second) that Mrs Thomson had not requested a copy of the Factor's debt recovery procedure from the Factor. As a copy of the original Debt Recovery Procedure had not been produced to the Tribunal they were unable to make a determination as to whether or not the Factor had breached section 4.1 of the Code.

4.5: 'You must have systems in place to ensure the regular monitoring of payments due from homeowners. You must issue timely written reminders to inform individual homeowners of any amounts outstanding.'

The Homeowner's complaint:

There is no evidence that the Factor monitored the home owner's account from 1st October 2018 when she paid £10 per month in order to comply with the title deeds to

make a monthly payment despite the Factor increasing the monthly charge in contravention of the Falcon House title deeds which require provision of detailed breakdown of expenditure in the previous year. She was not contacted about the alleged debt balances in May and July 2019.

The Factor's response:

An invoice was sent out on 3rd October 2018 detailing the charges for the following year and the brought forward balance due from the previous year. Notice of termination was emailed on 4th February 2019. On 31st July 2019 a full breakdown was provided.

The Tribunal's Decision:

The Tribunal find as a matter of fact that the Factor did not send reminders to Mrs Thomson in May and July 2019 to advise her of the outstanding balance due on her account.

The Tribunal finds that the Factor had breached section 4.5 of the Code.

4.8: 'You must not take legal action against a homeowner without taking reasonable steps to resolve the matter and without giving notice of your intention.'

The Homeowner's complaint:

(1) The Factor did not take reasonable steps to resolve the alleged debt by failing to provide a detailed description of the works carried out.

(2) On 9th October 2019 the Factor threatened the Homeowner with referral to a debt collection representative unless she settled within 7 days of the date of the letter.

(3) The belated issue of debt recovery procedures, which includes a charge on the property lodged with the Registers of Scotland on 9th October 2019, the threat of legal action in the letter of 9th October 2019 to the homeowner and her husband was very distressing when all requests for clarification of the alleged debt from January 2018 had been ignored.

Mrs Thomson confirmed that the Factor had not taken legal action against her.

The Factor's response:

The Factor took steps to resolve the debt position by demands and balance statements. They apologized for any concern their debt letters may have caused, but given the account balance was significantly in arrears with no contact, it was felt that action needed to be taken.

The Tribunal's Decision:

The Tribunal determined that as the Factor had not taken legal action against the Homeowner the Factor had not breached section 4.8 of the Code.

4.9: 'When contacting debtors you, or any third party acting on your behalf, must not act in an intimidating manner or threaten them (apart from reasonable indication that you may take legal action). Nor must you knowingly or carelessly misrepresent your authority and/or the correct legal position.'

The Homeowner's complaint: Mrs Thomson had ticked the box on the application form to indicate that her application included a breach of section 4.9 of the Code but no detail was provided in her letter of notification to the Factor.

The Tribunal's Decision:

The Tribunal are unable to consider a breach of section 4.9 of the Code as section 17(3)(a) of the Property Factors (Scotland) Act 2011 provides that no application shall be made unless the homeowner has notified the Factor in writing as to why she considers the Factor has failed to comply with the Code.

5.4: 'If applicable, you must have a procedure in place for submitting insurance claims on behalf of homeowners and for liasing with the insurer to check that claims are dealt with promptly and correctly. If homeowners are responsible for submitting claims on their own behalf (for example, for private or internal works), you must supply all information that they reasonably require in order to be able to do so.'

The Homeowner's complaint:

Water damage in the guest suite was notified to the Factor by email on 26th February 2018 and the regional manager arranged for repair of the leak and assured owners that she had submitted a cash claim as redecoration was required.

Mrs Thomson acknowledged that she had not produced a copy of the email dated 26th February 2018.

The Factor's response:

There was an invoice raised for 'repair damaged area to floor and finish with 2 coats' this is the only cost passed to the owners. This was raised in March 2018 and was for £174, which is less than the excess on the policy.

The Tribunal's Decision:

The Tribunal were unable to make a determination as a copy of the email dated 26th February 2018 referred to had not been produced.

5.5: 'You must keep homeowners informed of the progress of their claim or provide them with sufficient information to allow them to pursue the matter themselves.'

The Homeowner's complaint:

The Factor failed to inform owners of the progress of the claim which has not been settled. On 8th January 2020 the Factor states that they do not have any record of the insurance claim being logged centrally. It was suggested that the current factor would need to speak to the insurer. Mrs Thomson explained that the repair has still to be carried out.

The Factor's response:

A claim was not raised.

The Tribunal's Decision:

The Tribunal were unable to make a determination as a copy of the email dated 26th February 2018 referred to, or any other correspondence directly relating to the presumed insurance claim, had not been produced.

6.4: 'If the core service agreed with homeowners includes periodic property inspections and/or a planned programme of cyclical maintenance, then you must prepare a programme of works.'

The Homeowner's complaint:

(i) Statements of anticipated expenditure for 1st October 2017-30th September 2018 and 2018-2019 included a cost of £890 under the heading 'cleaning contract'. This referred to biannual cleaning of roof stacks which had been a requirement since 2002 due to the plumbing configuration. The Factor in a letter dated 8th January 2020 stated that 'there does not appear to be any expenditure for the cleaning of the stacks. I would add that this is usually done as required and not necessarily as part of the cyclical plan. The Factor was reminded on 16th August 2018 that the cleaning of the stacks was overdue and without the provision of quarterly accounts as agreed, she was unable to check when the Factor had last actioned this.

(ii) The letter continues 'I can assure you that you have not paid for something that has not been completed.' The Falcon House maintenance charge (flats only) expenditure detail as at 1.5.19 includes an item 'Drainage & Sewerage 3rd December 2018 Gross £916.80, cost per unit £29.57 which indicates that the work was carried out and she had been charged for it.

The Factor's response:

They confirmed that the stacks were cleaned in March 2018 and October 2018. They advised on 8th January 2020 that these had not been completed. They apologized for the misunderstanding.

The Tribunal's Decision:

The Tribunal found as a matter of fact that the Factor's written statement of services specified 'Core Management Services' which included 'organise common repairs and maintenance, replacements and renewals by instructing contractors and service providers on behalf of the property owners.' The statement of anticipated expenditure referred to by the Homeowner included 'cleaning contract'. The Tribunal accepted the evidence of Mrs Thomson that this referred to the biannual cleaning of the roof stacks. The Factor by their own admission on 8th January 2020 stated that the cleaning of the roof stacks had not been completed.

The Tribunal found that as the Factor had not produced evidence to show the programme of works, such as a schedule of planned maintenance or invoices for cleaning of the stacks, the Factor had breached section 6.4 of the Code.

7.2: 'When your in-house complaints procedure has been exhausted without resolving the complaint, the final decision should be confirmed with senior management before the homeowner is notified in writing. This letter should also provide details of how the homeowner may apply to the Housing and Property Tribunal.'

The Homeowner's complaint:

The homeowner made a formal complaint to the Factor. They failed to resolve her complaint as they did not provide her with a description of works carried out between 1st October 2017 and 30th April 2019 and they did not provide her with details of how to apply to the First tier Tribunal.

The Factor's response:

They accepted that there may have been some delays in their responses to the complaint. The complaints process was set out in their written statement of services.

The Tribunal's Decision:

The Tribunal found as a matter of fact that the Factor's Written Statement of Services included a paragraph headed 'Complaints Procedure', which included the following statement: 'If a settlement cannot be reached in terms of the complaints procedure and if it is considered a breach of the Property Factors (Code of Conduct) (Scotland) Order 2012 has occurred, then an application may be made to the First Tier Tribunal for Scotland (Housing and Property) Chamber.

The Tribunal were provided with a copy of the letter from the Factor to the Mrs Thomson dated 8th January 2020. It is not clear to the Tribunal if this letter is the Factor's final response to Mrs Thomson's complaint. Accordingly, the Tribunal were unable to make a determination as to whether the Factor had breached section 7.2 of the Code.

Alleged Breach of Property Factor Duties:

The Homeowner's First complaint:

(1) The Factor operated as an unregistered property factor. They were appointed as factor of the development on 1st October 2017.

Residential Management Group Scotland Limited became a registered company on 19th March 2018.

Mrs Thomson had provided an email from Property Factor Registration which advised:

'Residential Management Group Limited were registered on 7th December 2012.

Residential Management Group Scotland Limited were registered on 5th April 2018.'

The Factor's Response:

RMG Ltd was registered as RMG Scotland Ltd's parent company until April 2018 at which time they registered RMG Scotland Ltd on the register under PF000763. They denied they were operating whilst not registered.

The Tribunal's Decision:

The Tribunal finds that the Factor had not breached the duty to register as a Property Factor as the email from Property Factor registration confirmed that Residential Management Group Limited were registered on 7th December 2012 and Residential Management Group Scotland Limited were registered on 5th April 2018

(2) The Homeowner's Second complaint:

Burden (Eleventh) of the titles states that the Factor may determine the monthly installments for the succeeding year provided that they give the homeowners a reasonable accounting of expenditure at least once a year with any surplus or deficit being taken into account.

On 3rd October 2018 the Factor issued an invoice showing increased charges for 2018-19 without having issued a statement of expenditure for the previous financial year. On 11th February 2019 the Factor issued accounts for the period 1st October 2017 to 30th September 2018. The accounts had been audited by Chartered Accountants on 11th February 2019 and they had been approved by the board of Residential management Group Limited on 8th February 2019.

The demand raised in October 2018 was a budget invoice and did not include any surplus or deficit.

The Factor's Response:

The Homeowner received an audited account summary on 11th December 2019 for the period to 30th September 2019. An account breakdown for the 2019 period was provided on 31st July 2019 following termination of the factoring contract.

The Tribunal's Decision:

The Tribunal finds:-

(First) The accounts issued by the Factor on 11th February 2019 were a reasonable accounting of the period 1st October 2017 to 30th September 2018. The accounts had been audited by Chartered Accountants on 11th February 2019 and they had been approved by the Board of Residential Management Group Limited on 8th February 2019. The accounts detailed income and expenditure for the period in summary form. The Tribunal acknowledged that the obligation to provide a reasonable accounting was not the same as the obligation contained within section 3.3 of the Code to provide a detailed financial breakdown.

(Second) The Factor had issued an invoice to the Homeowner dated 3rd October 2018 which did not include any surplus or deficit from the previous year as the account had not yet been published.

(Third) Clause Eleventh of the Deed of Conditions set out at page D16 of Land Certificate MID155426 provides:

'All expenses payable to .. *the factor* … shall be paid by the flat proprietors by way of monthly contribution, of such reasonable estimated amount as … the factor…. may determine from time to time, and payable on such day of the month as … the factor…. may specify, subject always to … the factor…. Rendering at least once per annum such reasonable accounting of their intromissions (any surplus or deficit shown therein being taken into account in determining the monthly installments for the succeeding period).'

The Tribunal determine that the Factor has breached the Property Factor duty set out in the said Clause eleven of the Deed of Conditions as they had not issued their accounts to the homeowner before they issued their invoice on 3rd October 2018 for the estimated costs for the following year, with the result that the invoice dated 3rd October 2018 had not included any debit/ credit from the preceding year.

(3) The Homeowner's Third Complaint:

Burden eleventh of the title deeds states that owners of flats must pay the factor a one quarter per cent of the sale price for every year of their occupation up to a maximum of 5% of the sale price.

No sum was received when flat 34 was sold in 2018.

Mrs Thomson explained that she had checked the Registers of Scotland website and Flat 34 had been sold in August 2018 for £300,000. The owner had owned the property for two years. The homeowners' reserve fund should have received £1500 from the sale price. This payment had not been made.

The Factor's response:

Miss McAtier advised that she did not have instructions on this point.

The Tribunal's Decision:

The Tribunal acknowledged that Section eleven (Page D17) of Land Certificate MID155426 provides:

'Upon the sale or other disposal of any flat, the proprietors of such flat shall pay to the factor such sum as shall be equal to ¼ percent of the sale price achieved by the proprietors in selling such flat for every year of their occupation thereof, and that up to a maximum of five percent of the aforesaid sale price.'

The Tribunal accept Mrs Thomson's evidence to the effect that Flat 34 had sold for £300,000 and the owner had resided in the property for two years and no payment had been made to the factor on sale of that Property.

Accordingly, the Tribunal determine that the Factor has breached the terms of clause eleven of the Deed of Conditions set out at page D17 of Land Certificate MID155426 as no payment was obtained on the sale of flat 34.

Property Factor Enforcement Order.

In all of the circumstances narrated above, the Tribunal finds that the Factor has failed in its duty under section 17(1)(b) of the 2011 Act, to comply with Sections 2.1, 3.3, 4.5 and 6.4 of the Code of Conduct and the Property Factor duties.

The Tribunal therefore determined to issue a Property Factor Enforcement Order.

Section 19 of the 2011 Act requires the Tribunal to give notice of any proposed Property Factor Enforcement Order to the Property Factor and allow parties an opportunity to make representations to the Tribunal.

The Tribunal proposes to make the following Order:

'Residential Management Group Scotland Limited are directed:-

(First) To prepare a detailed financial breakdown of charges made, works and activities carried out relative to the Property Flat 33, Falcon House, 91 Morningside Road, Edinburgh, EH10 4AY for the period 1st October 2017-30th September 2018 and to provide a copy to Mrs Thomson and The Tribunal by 31st December 2020.

(Second) To remit the sum of £500 to Mrs Thomson, the Homeowner, from their own funds and at no cost to the owners of Falcon House. The said sums to be paid by 31st December 2020. Residential Management Group Scotland Limited *are directed to provide the Tribunal with evidence that the said sums have been paid within seven days of the payment being remitted to the Homeowner.'*

Appeals

In terms of section 46 of the Tribunals (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.

Signed ……..Date 16th October 2020

Chairperson