



**Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) issued under Section 19(1)(a) of the Property Factors (Scotland) Act 2011**

**Case reference: FTS/HPC/PF/21/0213**

**Re:- 2B Ferguslea Terrace, Torrance, Glasgow G64 4BU**

**The Parties:-**

**Mr Paul Martin, residing at 2B Ferguslea Terrace, Torrance, Glasgow G64 4BU (“the Applicant”)**

**and**

**Homesbook Factoring Ltd, 111 Cowgate, Kirkintilloch, Glasgow G66 1JD (“the Respondent”)**

**Tribunal Members:**

**Richard Mill (legal member) and Mike Links (ordinary member)**

**Decision**

The Tribunal unanimously determined that: -

1. the respondent has breached sections 1 and 2 of the Code of Conduct for Property Factors (“the Code”)
2. the respondent has breached their property factor duty to timeously instruct repairs / renewals to the rainwater fixtures and fittings.
3. a Property Factor Enforcement Order (PFEKO) is proposed in respect of the respondent’s breaches.

**Application**

By application dated 28 January 2021, the applicant complains about the respondent having breached a number of sections of the Code and their property factor duties.

## **Documentation submitted into evidence**

The written application is accompanied by a number of supporting documents. This comprises amongst other items, the relevant title provisions, photographs and extensive correspondence between the parties.

The respondent lodged a written submission with attached documents indexed 1 – 11. This was received on 25 March 2021.

The applicant lodged further written representations with attached documents indexed 1 – 12. These were received over numerous emails on 14 April 2021.

All documents were considered and taken into account by the Tribunal.

## **Procedure and hearing**

The Tribunal has actively case managed the application.

A first hearing had been scheduled to take place on 9 April 2021. It was adjourned on the application of the respondent who sought additional time to prepare. A second hearing scheduled to take place on 28 April 2021 was adjourned as the applicant did not join the hearing. A Direction was issued in an attempt to ascertain the applicant's further intentions which required a response within 7 days but no response was received.

The Tribunal utilised its inquisitorial function and applied the overriding objective within Rule 2 of the First-tier Tribunal for Scotland (Housing and Property Chamber) Rules of Procedure 2017. The Direction dated 28 April 2021 made it clear that the Tribunal intended to approach inquiry into the dispute between the parties with primary reference to the applicant's intimated complaints for the purposes of section 17(3) of the Property Factors (Scotland) Act 2011, together with the correspondence of the respondent in response. There are two letters of complaint (dated 11 January 2021) and two letters in response (dated 8 February 2021). The first of these letters and response relates to Code of Conduct complaints and the second of these letters and response relates to Duty complaints.

The final evidential hearing took place by teleconference on 18 May 2021 at 10.00 am. Technical issues prevented parties joining timeously and caused a delay to the proceedings commencing. The hearing commenced at 11.00 am with all present. The respondent was represented by Mr Craig Rodger, Director of the Respondent property factor. He was accompanied by Mr Wilson McMillan, who is associated with the company as a consultant and who has worked on the applicant's complaints. The respondent joined personally and represented his own interests.

The Tribunal invited the applicant to present his case with reference to his letters of complaint to the respondent dated 11 January 2021 and the responses dated 8 February 2021, as set out by way of Direction previously. He accepted that some of his original complaints brought to the Tribunal had been resolved by this latter correspondence and / or he did not insist upon them and focused only on

outstanding matters of concern to him. The Tribunal sought appropriate clarification throughout on each matter raised and Mr Roger, on behalf of the respondent, was afforded the opportunity of giving evidence and making submissions on each issue raised. At the conclusion of the hearing both parties were offered the opportunity to make concluding submissions.

## **Findings in Fact**

1. The applicant is the heritable proprietor and owner occupier of 2B Ferguslea Terrace, Torrance, Glasgow G64 4BU ("the property").
2. The applicant's property is the westmost flat on the ground floor of the tenement, 2 Ferguslea Terrace, Torrance, Glasgow. The property forms part of numbers 1 and 2 Ferguslea Terrace, Torrance, Glasgow, which in terms of the relevant title provisions, obligate all owners of properties within numbers 1 and 2 jointly responsible for the upkeep, repairs and renewals of the common areas of the block. Number 1 Ferguslea Terrace has four flats and number 2 Ferguslea Terrace has six flats. The applicant's property has the burden of a one-tenth share for common repairs and renewals of the two tenements.
3. The respondent is a registered Property Factor – No PF000484. The respondent took over responsibility as factor on 29 June 2018.
4. A Written Statement of Services was issued timeously by the respondent to the applicant and all other relevant homeowners when the respondent assumed acting. The Written Statement of Services was last reviewed on 30 January 2021. The revised and updated version was not provided timeously to the applicant and was only received 2 months after a request was made for it. This was an unnecessary delay.
5. Three late payment charges of £15 each were levied by the respondent, but there was no provision or notice of such charges in the Written Statement of Services until revision in January 2021. The late payment charges earlier levied have been attempted to be refunded to the applicant by cheque but this was returned undelivered. The respondent remains willing to refund the applicant these former late payment charges.
6. The respondent has a written 'Complaints Policy and Procedures'. This was last updated on 14 February 2021. The document is fully transparent in respect of the procedures adopted in relation to the treatment and resolution of complaints and is available to all homeowners on request as specified clearly in the Written Statement of Services.
7. Monthly invoices are transparent and are broken down into four categories: management fee, maintenance, insurance and cleaning. Third party invoices are vouched where required.
8. The applicant has issued a high level of correspondence, mostly by email, to the respondent regarding his property, the common parts thereof and the respondent's actions and alleged omissions. The respondent has always

replied to such communications though, at times, these have been partial and, due to poor administration and misunderstanding, some replies and comments made to the applicant by the respondent have been misleading.

9. There have been longstanding concerns at the tenements within which the applicant's property is situated in relation to the condition of the guttering and downpipes. At the time of taking over responsibility as property factor, these were a mix of cast iron and aluminium, were old and decayed and were liable to leakage. Shortly after being appointed, the respondent instructed repair work to be carried out to the guttering and downpipes. It was highlighted, at that time, that such remedial action would have a relatively short lifespan due to the age and decay of the fixture and fittings. Homeowners were advised of the likely need for full renewal. In early 2020 homeowners were further advised regarding renewal given further water leakage from those fixtures and fittings. This meeting coincided with the initial Covid-19 lockdown restrictions in March 2020. The respondent contacted a number of contractors to quote for necessary works. The provision of quotes took longer than anticipated, firstly due to ongoing Covid-19 restrictions and also due to the reluctance of contractors to work on the tenements. Relevant quotes for the renewal of the gutters and downpipes have now been obtained and circulated to all relevant homeowners for approval prior to instruction. A further temporary repair to the tall drainpipe stack in late August 2020 was not completed due to contractors leaving the site due to the actions and interference of the applicant. The length of time taken by the respondent to remedy the gutters and downpipes repairs has however been excessive and this is accepted by the respondent. The delay in actioning these matters has not however had any significant detrimental impact upon the condition of the property.
10. The applicant instructed East Dunbartonshire Council to inspect the property due to his ongoing concerns regarding its condition. The property was inspected by Gary McDonnell, Building Standard Surveyor, Place Neighbourhood & Corporate Assets of East Dunbartonshire Council on 16 September 2020. Specific concerns that the applicant had were investigated, including the condition of the chimney stack and pipework. The chimney stack showed signs of weathering, loose joints and cracking to the coping stonework on one side. The stack was found to be vertical when viewed from the ground. The stack did not show any signs of imminent movement. It was noted that remedial repairs had been carried out to the damaged downpipe at the rear of the property. These included part replacement of the downpipe using a PVC replacement. Renewals were recommended.
11. The applicant's concerns regarding the state of the chimney stack have been noted by the respondent. The contractors to be instructed to carry out the replacement of the gutters and downpipes are now aware of the need to investigate the condition of the chimney stack further and it is proposed that this happen when they are on-site using an appropriate safe platform or scaffold. There is no urgency in this work.

12. The respondent has kept the applicant and other homeowners up to date regarding the planned works to the guttering and downpipes though communications have not been frequent or conveyed in a planned or periodic fashion.
13. The respondent instructed a replacement LED light to be installed in the applicant's common close at number 2 Ferguslea Terrace. It was only the bulkhead light which was replaced and none of the wires or cables servicing the light were replaced. Such wiring is aged and is not contained within metal conduit which, if replaced now, would be. There is no requirement for the wiring to be replaced or contained within such conduit. No health and safety concerns were raised by the electrician instructed to replace the bulkhead light on the instructions of the respondent. The applicant has complained regarding the safety of the wiring. He has approached East Dunbartonshire Council who are unconcerned by the manner of the wiring which service the bulkhead light.
14. The properties in the applicant's tenement and the adjoining tenement all have a corresponding washhouse/coal cellar which is the individual property's and not commonly owned. There has been a dispute for some years about which washhouse/coal cellar corresponds to each property, though this should be well set out in the terms of the relevant Title Deeds. There has also been a difficulty with the parking habits of those who use the common courtyard in front of the access to the washhouses/coal cellars. The applicant has taken it upon himself to insert two metal rods/bollards in front of the washhouse/coal cellar which he uses. These may or may not be at the washhouse/coal cellar which corresponds to his own property, but with the agreement of other homeowners he does occupy this as a matter of fact. The metal rods/bollards may or may not be situated on common ground. The applicant's actions have caused concern amongst other homeowners. The respondent has taken seriously all complaints made to them regarding the occupation of the washhouses/coal cellars and the metal rod/bollards inserted by the applicant. The respondent has concluded that this is a private matter between homeowners to resolve in accordance with the relevant Title Deeds. At one point the respondent, having required to consult Police Scotland about the difficulties, did suggest that the metal rods/bollards provided by the applicant would be removed but upon further consideration this suggestion was withdrawn and the respondent has no intention of interfering with any of these arrangements as it is outwith their remit to act.
15. There has been a problem on occasions with builders' rubbish and rubble being left on the common grounds of the tenement and adjoining tenement. East Dunbartonshire Council have had cause to contact the respondent about this. Multiple homeowners have been responsible for this, including the applicant himself. The respondent undertakes to maintain the common courtyard and garden areas but has no responsibility to remove common rubbish dumped by homeowners or third parties. As a gesture of goodwill the respondent arranged for the uplift of certain materials from the common areas. The applicant removed other materials. Such problems are historical and are no longer ongoing.

16. The Respondent has fully investigated the applicant's complaints and responded in detail and openly. The respondent is not a property factor of significant scale and does not manage a high number of properties nor receives a high level of complaints. The respondent has used the complaints received from the applicant and their experiences of being involved in this Tribunal process to review their administration, practices and procedures. They have utilised a consultant associated with their organisation to prepare a schedule of recommendations to themselves which will be implemented to improve their practices.

### **Reasons for Decision**

The Tribunal was satisfied that it had sufficient detailed evidence upon which to reach a fair determination of the application.

In terms of the initiating application made to the Tribunal the applicant seeks to complain about a very wide variety of acts and omissions on the part of the respondent and, at face value, suggests that nearly every single section of the Code has been breached, along with a number of property factor duties. In fact, as time has progressed, the applicant's complaints cover a lesser range of issues, partly due to the significant investment of time undertaken on behalf of the respondent to consider and investigate his Code and property factor duty complaints providing full responses.

The initiating complaints are comprised within relevant letters of intimation, both of which are dated 11 January 2021, for the purposes of section 17(3) of the Property Factors (Scotland) Act 2011. These are the documents numbered 2 and 3 in the respondent's bundle, which the respondent fully responded to which are the documents numbered 4 and 5 in the respondent's bundle. It is for this reason that at the final hearing, the Tribunal approached consideration of the application with primary reference to these documents. The intention to do so was clearly set out in advance by way of fair notice to the parties by way of Direction. The applicant himself agreed with this proposed course of action and accepted otherwise that his application and other documentation was widespread and difficult to categorise.

It became clear throughout the hearing that the content of the respondent's responses within documents 4 and 5 of the bundle, together with their own recommendations made to themselves (contained within document 6 in the respondent's bundle), in terms of administration and practice moving forward, has met many of the applicant's concerns and expectations.

The Tribunal has considered all documentary and oral evidence and made findings in fact in relation to the relevant live disputes between the parties as identified by the applicant himself at the hearing (as well as basic findings in fact regarding the property, common parts thereof and the contractual relationships between the parties). It is not necessary to make findings in facts in relation to every element of the application or historical disputes between the parties. The failure to make more extensive findings in fact does not carry with it any assumption that the Tribunal has failed to consider the whole evidence or that the Tribunal's reasoning was based upon a consideration of only parts of the evidence.

The Tribunal has reasonably made findings in fact and provides reasons on the active matters raised and advanced by the applicant at the hearing, him having conceded numerous aspects of his initiating complaints. The Tribunal was careful in recording that no other matters remained live issues for the applicant.

The Tribunal formed a generally positive impression of Mr Rodger who gave direct oral evidence on behalf of the respondent. The Tribunal found his response to questions to be direct, straightforward and detailed. He displayed an appropriate level of concern for the issues raised and was willing, on occasions, to accept shortcomings on the part of his organisation, as had already been candidly accepted in the respondent's written submissions. The Tribunal found Mr Rodger to be a credible and reliable source of evidence and attached weight to his evidence. The Tribunal similarly found the approach taken by the respondent in investigating the applicant's complaints and openly publishing the analysis, accepting all and any shortcomings, commendable.

The Tribunal had some reservations regarding the credibility and reliability of the applicant. He was vague at times and evasive. Some of his explanations regarding his own actions and behaviours were not found to be plausible set against the other evidence available. The Tribunal attached limited weight to his evidence on matters of fact and where there was a clear dispute between the parties, preferring instead the evidence of Mr Rodger.

The applicant talked on occasions of relevant homeowners "collectively" being concerned regarding the acts and alleged omissions of the respondent, but no other relevant homeowners were made available to give oral evidence nor had any written statements or other affidavit evidence been made available to the Tribunal. The applicant similarly relied upon assertions regarding the condition and state of the property conveyed to him from others, including other contractors but no oral or documentary evidence was available from such sources to support his claims.

### Code complaints

By the respondent's own admission, their Written Statement of Services, revised in January 2021, incorporating the right to levy a £15 late payment charge was not provided to the appellant timeously. There was a delay in him being provided with the revised Written Statement of Services in breach of Section 1 of the Code. The additional consequences of this meant that the applicant was unfairly charged such late payment charges though the respondent has attempted to make good and refund him accordingly. The applicant has suffered inconvenience but no loss.

There have been a number of instances where misleading information has been provided by the respondent to the applicant. This was accepted by Mr Rodger in his oral evidence. The Tribunal found that such statements made by the respondent have been made in good faith and have not been made with the intention of misleading the applicant or causing him any inconvenience or distress. None of the communications by the respondent have been abusive or intimidating. The applicant has not suffered any direct loss as a consequence of the misleading statements made to him by the respondent. In the course of the hearing a number of examples

of misleading statements made by the respondent to the applicant were identified. The applicant was advised by the respondent in an email dated 26 April 2019 that the property factor had the right to take the applicant to the First-tier Tribunal to enforce the relevant Title Deeds. This is incorrect. In an email from the respondent to the applicant dated 28 February 2020 the respondent advised the applicant that he had the ability to instruct common works, but needed the authority of all the owners and in the absence of this he would be liable to pay the full invoice himself. This is perhaps partially correct depending upon the particular works involved, but only a necessary quorum of homeowners would require to be provide the authority, not all. It was suggested in an email on 27 August 2020 that the respondent would remove the metal rods/bollards which the applicant had earlier installed. A clear intention to do so was conveyed to the applicant but this was not followed through and the respondent accepts that the stated intention to do so was misguided. Reliance had been placed, wrongly, upon an email from Police Scotland. These misleading statements are however a breach of section 2.1 of the Code.

The applicant has complained regarding the respondent's management of the relevant policy of buildings insurance. The applicant complains that it was incorrectly insinuated that he does not occupy the property as he had been asked to confirm his occupancy position. There is no merit in the applicant's complaints in this respect. The request by the respondent was a generic one which understandably had to be answered to the relevant insurer as this may affect the ability to insure and/or the relevant premiums. The respondent asked all ten homeowners, including the applicant, the same question. All nine other homeowners replied. The applicant did not respond to a number of requests in this respect and does not dispute his failure to do so. The Tribunal found that this behaviour and lack of response on the part of the applicant, is indicative of his obstructive approach at times to communications with the respondent which has an impact upon the respondent's effective management. The applicant otherwise complains that an attempt to make a claim to the insurance company was met with difficulty due of the failure of the respondent to assist and provide relevant information. This was not substantiated by credible and reliable evidence.

There have been administrative failings on the part of the respondent which fall short of breaching the Code. The respondent will enhance their procedures in respect of recording all communications with homeowners. The respondent accepts that references in their Written Statement of Services regarding termination of the contract between the parties can be improved and will revise their Written Statement of Services accordingly. It is accepted that an improvement on current methods of updating homeowners as to the progress of any works being carried out will be brought into place. Administrative practices generally will be enhanced.

#### Duty complaints

The applicant's main complaints are in respect of alleged failings on the part of the respondent to carry out their duties, in particular he suggests that the respondent has failed to adequately repair and / or renew common parts of the building.

In order to establish a breach of reasonable care and fulfilment of the respondent's duties, the applicant requires to establish:

- When the damage to the building occurred (gutters, downpipes and chimney stack);
- That the respondent was aware of the nature and extent of the damage to the building, but chose (even by omission) not to act;
- That a property factor of ordinary competence acting with normal skill and care would have instructed works prior to when the respondent in fact did.

The applicant would require to establish (ie prove by credible and reliable evidence) such matters to the required standard of proof, which is a balance of probabilities. The applicant has fallen far short of evidencing this in nearly all respects complained of.

The applicant has failed to produce any reports from qualified reputable tradesmen to support his claims. He has failed to produce and independent expert opinion evidence supporting his allegations of professional negligence on the part of the respondent.

It is unclear when the last major overhaul and renovations of the entire tenement was carried out, but it is likely to have been many years ago. The block was most likely built over a hundred years ago. The applicant purchased his property in 2015. Any homeowner must expect to invest funds in the renovation and upkeep of such a tenement building over time. The costs involved in maintaining and renewing common parts of a substantial tenement building such as the one in which the applicant's property is comprised would be expected to be substantial over time. The current anticipated costs are said to be approximately £8,000 and these costs are not in fact significant at all when apportioned between 10 owners. It is commonplace to find the type of wear and tear with resulting problems faced by the applicant in such tenements. It is also extremely common in tenement blocks to find a lack of commitment on the part of all relevant owners to meet the required costs which causes delay. East Dunbartonshire Council does not operate a 'missing shares' scheme. The respondent cannot be held to account and found responsible for these costs and the failure of the owners themselves to commit to ongoing extensive repairs and renewals.

The Tribunal is satisfied that from the time that the respondent assumed responsibility as property factor in June 2018, they have taken seriously the applicant's complaints regarding deterioration to the fixtures and fittings and other common parts of the building and have instructed relevant contractors to attend at the tenement and adjoining tenement.

As can be seen from the Tribunal's findings in fact, the respondent has generally reacted reasonably to the concerns regarding the condition of the building. Shortly after commencing work as property factor the respondent instructed contractors to assess and repair the rainwater fixtures and fittings. Contractors were instructed to attend at the tenement to seek to remedy the problems which had been reported. As time progressed matters became more focused culminating in the clear need for

replacement of the gutters and downpipes as opposed to repairs. The applicant and all relevant others have clearly been made aware of this.

There is no doubt that the respondent's approach has been reactionary in nature as opposed to being proactive. This however is not in any way unusual or defective in terms of a property factor's performance in managing a traditional tenement building which over time requires significant investment into the upkeep of the common parts. The respondent only assumed responsibility as property factor in June 2018, less than three years ago. It is understandable that a property factor will seek to carry out the most cost efficient repairs, carrying out only the work which is necessary, and most expeditiously in order to save costs to all proprietors.

The applicant's complaints regarding the respondent's duties are ultimately fourfold.

1. He continues to suggest that the condition of the chimney stack is so poor that it poses an imminent danger. In fact, the only professional evidence which the Tribunal can rely upon is the assessment report of Gary McDonnell, Building Standards Surveyor of East Dunbartonshire Council which the applicant produced himself in the initiating document supporting his application. This discloses that there are signs of weathering to the stack, with loose joints and cracking to the coping stonework on one side, which appears to have occurred over a period of time over many years. The stack appears vertical and does not show signs of any movement. Remedial repairs will obviously be necessary to prevent further weathering to include repointing works. This assessment has been provided to the respondent who has taken the condition of the chimney stack seriously. Concerns regarding the chimney stack have been passed on to contractors who are going to be on-site to replace gutters and downpipes. The respondent's reaction to the concerns over the chimney stack have been reasonable.
2. The applicant complains regarding the rainwater fixtures and fittings, gutters and downpipes. Again, this is something which Gary McDonnell made reference to following his assessment of the property in September 2020. Remedial repairs have been noted and the poor condition generally noted with a recommendation to upgrade the fixtures and fittings by way of replacement. This is a matter which the respondent conveyed to the applicant and other homeowners when they assumed responsibility in 2018 and which is now the subject of relevant quotations to enable the work to be commenced and carried out in early course. The respondent instructed initial repairs in 2018. Temporary emergency repairs were attempted in late August 2020, but failed due to the direct actions of the applicant himself. The respondent cannot be held responsible for this. There has however been a delay in the respondent taking forward the gutter and downpipe repairs to completion and the time taken has been greater than would ordinarily be expected by a competent property factor. The Tribunal did not have difficulty coming to this conclusion as the beyond reasonable delay has been accepted candidly by the respondent. Other than a mild degree of inconvenience however the applicant has suffered no loss. The condition of the building has not been compromised by the delay. The Tribunal noted that none of the other nine homeowners have complained about this matter. The applicant's written

submissions suggesting that the failed rainwater fixtures and fittings have caused cracking to the stonework of the tenement and adversely affected the foundations of the property are unsupported by any professional opinion evidence and are frankly incredible.

3. The applicant continues to assert that the wiring to the stair lighting is defective and is a health and safety concern. The Tribunal found otherwise. The respondent instructed works to replace only the bulkhead light. There was no replacement of the servicing wires and cables. No concerns were raised with the respondent by the electrical contractor. East Dunbartonshire Council have been contacted by the applicant and have expressed no concerns. Given the intensity of the applicant's concerns over this, then it may be that the respondent wishes to ballot relevant homeowners on relevant upgrading of the electrical wires and cables.
4. The applicant complains regarding the respondent's maintenance of the common courtyard and other areas. The Written Statement of Services undertakes that the respondent will carry out maintenance to the back courtyard and garden. It is not reasonable to infer that maintenance in this context includes the active removal of the dumping of builders' rubbish by any of the homeowners or third parties. In the event that one-off situations arise, then it is certainly reasonable to raise the issue with the respondent who can make arrangements for a relevant contractor to remove the items, but this will be at a cost to the homeowners on each occasion on an ad hoc basis. No complaints have been made by an applicant in relation to more general maintenance of such common areas. The applicants complaints on this matter are unfounded.

### **Property Factor Enforcement Order (PFEO)**

The Tribunal proposes to make a PFEO given the Tribunal's findings and that the respondent has breached the Code and their duties.

The Tribunal therefore intends to make the following PFEO:

- "1. Within 14 days of the date of service of this PFEO the respondent must pay the applicant £ 500 in respect of inconvenience caused to him and additionally return any late payment charges still due to be refunded. Remittance of such funds should be by way of bank transfer.
2. Within 14 days of the date of service of this PFEO the respondent must prepare a schedule of proposed staff training to ensure that all relevant staff are fully aware of the respondent's obligations in respect of the property at flat 2B Ferguslea Terrace, Torrance, Glasgow G64 4BU and the tenement within which it is situated, and in particular:
  - (i) To have detailed knowledge of the terms of the Code of Practice and to ensure that it is complied with.

- (ii) To accurately record all homeowners concerns and complaints in writing, and to record the dates when corresponding contractors are instructed including their identity and a summary of the work undertaken and when it is completed.”

The parties should note the Tribunal’s proposal to make a PFEO and intimation of this decision complies with the requirement to give notice to the parties for the purposes of Section 19(2) of the Act. Any representations which the parties wish to make under Section 19(2)(b) of the Act (restricted to the terms of the PFEO) must reach the First-tier Tribunal for Scotland (Housing and Property Chamber) office no later than 14 days after the date of intimation of this decision to them.

## **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.**

Legal Member

Date: 21 May 2021