



Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Homeowner Housing Panel) issued under the Homeowner Housing Panel (Applications and Decisions) (Scotland) Regulations 2012 in an application under section 17 of the Property Factors (Scotland) Act 2011 ('The Act').

Chamber Ref:FTS/HPC/PF/18/0571

Flat 3, 1 Matthew Street, Edinburgh, EH16 4GZ ('the Property')

The Parties:

Mrs Hayley Smith, 40 Erkdale Terrace, Bonnyrigg, EH19 2BL ('the Homeowner')

Places For People Scotland, 1 Hay Avenue, Edinburgh, EH16 4RW ('the Factor')

Tribunal members:

Jacqui Taylor (Chairperson) and Elaine Munroe (Member).

Decision of the Tribunal

The Tribunal determines that the Factor has failed to comply with sections 6.1 and 6.4 of the Code of Conduct and the Property Factor's duties.

The decision is unanimous.

Background

1. The Factor's date of registration as a property factor is 12th November 2012.
2. The Homeowner purchased her Property flat 3, 1 Matthew Street, Edinburgh, EH16 4GZ on 30th April 2010. The Property is part of a development of thirty houses and sixty two flats. The properties were built by Parc Craigmillar Limited in 2009. Places for People for Scotland have factored the Property from the outset. The Homeowner sold her Property On 14th October 2016.
2. By application dated 5th March 2018 the Homeowner applied to the First- tier Tribunal (Housing and Property Chamber) for a determination that the Factor had failed to comply with the following sections of the Property Factor Code of Conduct ('The Code') and also failing to carry out the Property Factor's duties.
 - Section1: Written Statement of Services.
Section 1 1.1a, 1b(c/d), d, c.h, c.i, d.m, f.p, b.c, c.g, c.h

- Section 2: Communications and Consultation.
Section 2.1
- Section 3: Financial Obligations
Section 3.1
- Section 5: Insurance
Sections 5.1, 5.3, 5.4, 5.5, 5.6 and 5.8
- Section 6: Carrying out Repairs and Maintenance.
Sections 6.1, 6.3, 6.4 and 6.9

3. The application had been notified to the Factor.

4. By Minute of Decision by Maurice O'Carroll, Convener of the First- tier Tribunal (Housing and Property Chamber), dated 21st May 2018, he intimated that he had decided to refer the application (which application paperwork comprises documents received during the period 12th March 2018 to 23rd May 2018) to a Tribunal.

5. AF Deutch in the Upper Tribunal Decision in the appeals by Dr David Shields and Alan Blackley confirmed that section 17(1) of the Property Factors (Scotland) Act 2011 requires only that the applicant should have been a homeowner at the time of the alleged failure on the part of the property factor. Consequently the Tribunal has jurisdiction to consider the application even although the Homeowner sold her Property before she submitted her application.

6. An oral hearing took place in respect of the application on 2nd August 2018 at George House, 126 George Street, Edinburgh, EH2 4HH.

The Homeowner appeared on her own behalf, accompanied by her husband Colin Smith. The Factor was not present and was not represented. Richard Jennings, the Factors' representative, sent the Tribunal Administration an email on 2nd August 2018 advising that they would not be attending the hearing.

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

As a preliminary matter the Homeowner explained that her complaint is largely concerned with delamination of external plywood cladding to the external walls of the block of which her property forms part. The delay by the Factor in having this defect repaired held up the sale of her property.

She explained that she purchased her property from the original developer in May 2010. Her property is a first floor flat in a block of six flats. The Factor has factored

the Property from the outset. She believes that new factors were appointed on 1st April 2018.

She first reported the damaged cladding to the Factor on 7th December 2015. The Factor inspected the damage on 10th December 2015. She placed her Property on the market in February 2016 and an offer was received within a couple of weeks. The agreed date of entry was 29th April 2016. That sale fell through, in her opinion, as a result of delays by the Factor in dealing with the outstanding repair required to the external cladding as the Factor had referred the matter to the NHBC. The Property eventually sold on 14th October 2016 for a reduced sale price. The NHBC inspected the defect on 13th June 2016 and issued a report, stating that the defect was not covered by the NHBC warranty as they considered that the defect was due to lack of maintenance and repair of the cladding. The NHBC inspected again on 6th October 2016 and again refuted the claim. The NHBC reports were produced to the Tribunal.

Section1: Written Statement of Services.

The Homeowner's oral representations.

The Homeowner advised that she did not wish to pursue the Section 1 complaints as the Factor is no longer factor of the Property.

The Tribunal's decision.

The Tribunal accepted that the Section 1 complaints had been withdrawn from the application.

Section 2.1: You must not provide information which is misleading or false.

The Homeowner's oral representations.

The Homeowner explained that the email from Lesley Hall, on behalf of the Factor to the Homeowner dated 12th October 2016 stated that the Factor would not appeal the NHBC decision. However the letter from the Factor dated 20th September 2017 stated that they were appealing the NHBC decision.

The Tribunal's decision.

The Tribunal did not consider this statement to have been misleading or false as it would have accurately described the Factor's position at the time it was issued. The fact that the Factor later decided to appeal the NHBC decision does not result in the statement being misleading or false at the time it was made. The Tribunal determined that the Factor has not breached section 2.1 of the Code.

Section 3.1: If a homeowner decides to terminate their arrangement with you after following the procedures laid down in the title deeds or in legislation, or a property changes ownership, you must make available to the homeowner all financial information that relates to their account. This information should be

provided within three months of termination of the arrangement unless there is a good reason not to (for example, awaiting final bills relating to contracts which were in place for works and services).

The Homeowner's written representations.

The Factor could not provide the financial information required at change of ownership. The Homeowner considered this to be unreasonable as the Factor had known that the repair work to the cladding was required since December 2015.

The Homeowner's oral representations.

The Homeowner explained that her property was sold in October 2016. At the time of the sale she received a final accounting for the common charges she pays to the factor. However she has still not received a final bill in respect of the works required to the defective cladding. To facilitate the sale of her property she agreed to a retention being held by her solicitor for the estimated cost of the repair to the cladding.

The Factor's written representations.

This section of the Code requires the Factor to provide this information within 3 months of termination of the arrangement. They remain the Homeowner's factor until the sale is concluded, which is when the 3 months starts. They do not consider that there has been a breach of Section 3.1 of the Code.

The Tribunal's decision.

The Factor has completed their common charges account up to the date of sale. The fact that a retention is held by the Homeowner's solicitor does not result in the Factor having failed to comply with the provisions of section 3.1 of the Code. The Tribunal determined that the Factor has not breached section 3.1 of the Code.

Section 5.1: You must have, and maintain, adequate professional indemnity insurance, unless you are a social sector property factor who can demonstrate equivalent protections through another route.

The Homeowner's written representations.

The Homeowner believes that the Factor does not have sufficient insurance as the NHBC cover is for her as home owner but they are responsible for their own building insurance. She questions this for the ongoing work for cladding and why their insurance would not review this.

The Homeowner's oral representations.

The Homeowner advised that on reflection she accepts that this section does not apply and she does not wish to pursue the complaint in respect of breach of section 5.1.

The Factor's written representations.

This section of the Code requires the Factor to have adequate professional indemnity insurance, which means the homeowners as a group of owners, are insured against any claims such as someone suing for hurting themselves at the property. The Factor confirmed that they do hold such insurance. Building insurance is a separate matter. It typically does not cover building defects, which is why most developers like Parc offer NHBC cover to buyers of new properties. The Factor is satisfied that they do hold adequate buildings insurance for this development. They do not consider that there has been a breach of Section 5.1 the Code.

The Tribunal's decision.

The Tribunal accepted that the Section 5.1 complaint had been withdrawn from the application.

Section 5.3: You must disclose to homeowners, in writing, any commission, administration fee, rebate or other payment or benefit you receive from the company providing insurance cover and any financial or other interest that you have with the insurance provider. You must also disclose any other charge you make for providing the insurance.

The Homeowner's written representations.

The Homeowner does not believe that she has a summary of the building insurance cover.

The Homeowner's oral representations.

The Homeowner advised that on reflection she accepts that this section does not apply and she does not wish to pursue the complaint in respect of breach of section 5.3.

The Factor's written representations.

This section of the Code requires the Factor to disclose to home-owners any payments they receive from the insurance provider (Zurich) and any financial interest they have with that provider. The Factor confirmed that they do not receive any payments or have any other interest with that provider and consequently they did not have anything to disclose. They sent the Homeowner a copy of the buildings insurance schedule. They do not believe that they have breached section 5.3 of the Code.

The Tribunal's decision.

The Tribunal accepted that the Section 5.3 complaint had been withdrawn from the application.

Section 5.4: If applicable, you must have a procedure in place for submitting insurance claims on behalf of homeowners and for liaising 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 written representations.

The Homeowner did not believe that she has seen this procedure.

The Homeowner's oral representations.

The Homeowner advised that on reflection she accepts that this section does not apply and she does not wish to pursue the complaint in respect of breach of section 5.4.

The Factor's written representations.

This section of the Code requires the Factor only to have a procedure in place to deal with insurance claims, and does not require them to provide this to customers. They confirmed that they do have such a procedure in place. However in this case the procedure did not apply because the cladding repair was not an insurable risk. They did not believe that they had breached Section 5.4 of the Code.

The Tribunal's decision.

The Tribunal accepted that the Section 5.4 complaint had been withdrawn from the application.

Section 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 written representations.

The Homeowner has only known about the claim submitted in December 2015 since she has been chasing the Factor about this matter.

The Homeowner's oral representations.

The Factor has failed to keep her advised on the progress being made with the NHBC claim.

The Factor's written representations.

This section of the Code requires the Factor to keep home-owners informed of the progress of the claim or "provide them with sufficient information to allow them to pursue the matter themselves". They provided the Homeowner with details of the claim and how to contact NHBC on 21st January.

They do not believe that they have breached Section 5.5 of the Code but they accept that this information could have been provided sooner.

The Tribunal's decision.

Section 5 of the Code of Practice is headed 'Insurance' consequently section 5.5 relates to insurance claims. Section 5.5 of the Code does not apply to NHBC claims. The Factor accepts that information regarding the NHBC claim could have been provided to the Homeowner sooner but a delay in advising the Homeowner of the progress of the NHBC claim is not a breach of Section 5.5 of the Code.

Section. 5.6: On request, you must be able to show how and why you appointed the insurance provider, including any cases where you decided not to obtain multiple quotes.

The Homeowner's written representations.

The Homeowner asked for this information when their insurance was increased but she never received this information.

The Homeowner's oral representations.

The Homeowner advised that on reflection this section no longer applies and she does not wish to pursue the complaint in respect of breach of section 5.6.

The Factor's written representations.

The first point refers to the requirement to show owners on request how and why they appointed their insurance provider. They apologised if the Homeowner had made such a request and if they had failed to get back to her on this. They advised that Zurich were appointed through a formal and robust tendering process and they are their Group insurer for over 60,000 properties. The second point refers to the requirement that they inform home-owners of the frequency with which property re-evaluations will be undertaken. They confirmed that we do not carry out property re-evaluations unless instructed by the home-owners. They did not believe that they had breached the Section 5.6 of the Code.

The Tribunal's decision.

The Tribunal accepted that the Section 5.6 complaint had been withdrawn from the application.

Section. 6.1: You must have in place procedures to allow homeowners to notify you of matters requiring repair, maintenance or attention. You must inform homeowners of the progress of this work, including estimated timescales for completion, unless you have agreed with the group of homeowners a cost threshold below which job-specific progress reports are not required.

The Homeowner's written representations.

The Homeowner believes that there were ridiculous delays on the cladding issue. Also when the water pump stopped working over a year ago the homeowners had no communication that the water was not connected to the mains so the fault should be reported to the Factor. She has still not seen this communication update.

The Homeowner's oral representations.

The Homeowner advised that she was never provided with a copy of the Factor's procedure to notify them of repairs that are required. She had never been given a contact phone number to call in the event that she had to report repairs that were required. She had found a contact phone number on the internet when a repair was required to the water pump. The Factor has not kept her advised of the ongoing repair to the external cladding. The last update she received was dated 4th October 2017.

The Factor's written representations.

This section of the Code requires the Factor to have procedures in place to allow home-owners to report repairs. The Factor confirmed that they do have such procedures in place. It states that they must inform home-owners of the progress of repairs. They first advised home-owners officially regarding the cladding repair by letter on 10th May. They do not believe that they have breached the Code, however they accept that the letter should have been sent much sooner and apologised for this.

The Tribunal's decision.

The Tribunal have not been provided with a copy of the Factor's procedures to allow homeowners to report repairs and accordingly they were unable to make a determination as to whether or not the Factor had the required procedure in place.

In connection with the obligation on the Factor to inform homeowners of the progress of works the Tribunal noted that the cladding repair is an ongoing matter that dates from December 2015. The Tribunal are satisfied that the Factor was aware that the Homeowner still has an interest in the repair as her letter to the Factor dated 7th February 2017 stated inter alia 'As confirmed by my solicitors, I am responsible for paying for my share of the repair work as part of the final sale agreement.'

The repair was first intimated to the Factor in December 2015 and has still not been completed. The Homeowner last received an update from the Factor on 4th October 2017. It is not sufficient for the Factor to have last given the Homeowner an update almost five months before they resigned as factors. The Code requires the Factor to advise the Homeowner of the progress being made in relation to the repair required. They determine that the Factor had not complied with section 6.1 of the Code between 4th October 2017 and 31st March 2018.

Section 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 oral representations.

The Homeowner referred the Tribunal to the NHBC report dated 6th October 2016 which states that 'the delamination of the plywood cladding is due to wear and tear caused by lack of maintenance.'

Colin Smith advised the Tribunal that he had a meeting with a representative of the Factor in April/ May 2016 and they had advised him that the maintenance schedule for the painting of the development was supposed to be a four year cycle but it had changed to a five year cycle. As far as they are aware there has been no external painting carried out.

The Tribunal's decision.

The Tribunal notes that the Core Services provided by the Factor set out in the Written Statement of Services includes 'carrying out quarterly inspections of common areas of the development' and also 'arranging and instructing cyclical maintenance to communal areas of the development.'

The NHBC report dated 6th October 2016 states: 'As noted in the original report of 13/6/16, the Claims investigator was informed by a homeowner that no external decorations have been done since the properties were completed six years ago'.

The NHBC report also states: 'there are clear signs of where protection/decoration has peeled off the wooden external surfaces exposing the bare wood. This indicates that the delamination of the plywood is due to wear and tear caused by lack of maintenance.'

Consequently as the Core services set out in the Factor's Written Statement of Services includes quarterly inspections and as the NHBC report indicates that no external decorations have been carried out to the Property since it was built the Tribunal determine that Section 6.4 of the Code has not been complied with.

Section 6.9: You must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided. If appropriate, you should obtain a collateral warranty from the contractor.

The Homeowner's written representations.

The Homeowner does not believe that these provisions were followed in this case regarding the cladding.

The Homeowner's oral representations.

The Homeowner advised that she purchased the Property from Parc Craigmillar Limited. She considers that it would be good practice for the Factor to obtain a warranty from the builder confirming that the Property is sound before they agree to take over the factoring.

The Factor's written representations.

This section of the Code requires the Factor to pursue the contractor "to remedy the defects in any inadequate work or service provided". The Factor takes this to mean cases where they have appointed a maintenance contractor who has not carried out maintenance work properly. As no work has been instructed or carried out there is no maintenance contractor to pursue. They have pursued both the developer Parc and the NHBC on behalf of all owners. They do not believe that they have breached Section 6.9 of the Code.

The Tribunal's decision.

In terms of the NHBC report the defect was due to wear and tear caused by lack of maintenance. Section 6.9 of the Code applies where a Factor has instructed works to be carried out. This section requires the Factor to pursue the contractor they have instructed. It does not place the Factor under an obligation to pursue the original builder to rectify defects in the original construction of the Property. Accordingly the Tribunal determine that there has been no breach of section 6.9 of the Code.

Alleged Breach of Property Factor Duties:

(a) The Factor has failed to deal correctly and quickly with the repair to the external cladding and the Factor did not do proper checks on the building. If they had proper checks they should have picked up the fact that the wrong materials had been used.

The Homeowner's oral representations.

The defective cladding was reported to the Factor in December 2015. The repair was necessary because the builders had not sealed the edges of the cladding at the outset and regular maintenance had not been carried out. The Factor has not kept the Homeowner informed of progress being made in having the repair carried out.

The Factor's written representations.

The issue with the cladding was reported to PFP Scotland on 7th December 2015 and was inspected on 10th December. As factors they are responsible for organising repairs on behalf of owners, and charging the owners according to the apportionment as laid out in the Deed of Conditions. They took the decision that this was a property defect and as such they could not carry out a repair and recharge owners. They contacted the developer Parc on 14th December and received a reply from them advising that they would not be involved and referred the Factor to the NHBC. They officially referred the matter to the NHBC on 23rd December. They felt that this was a reasonable timescale.

The Homeowner asked why an emergency repair had not been carried out. The Factor's inspector did not feel the property was unsafe and the Homeowner advised them that there was no water coming into her property. If the repair had been classed as emergency then they would have simply have carried out a temporary repair to make the property safe and wind and watertight. A full and permanent repair would still have been required and this would have been passed to the NHBC.

They inspect the property quarterly and the inspection would pick up any changes to that situation.

The Homeowner has stated that she believes their insurance cover is insufficient. The policy they have in place on behalf of the owners is a standard building insurance policy and the cladding failure is not considered an insurable risk under that policy. Insurable risks includes damage that is a result of accidents, "acts of God", criminal damage etc. Developers often offer buyers of new build properties additional 'warranty' such as NHBC to cover issues such as poor design or failure of components within the first 10 years and as this property has an NHBC policy this was therefore the appropriate route to take in this case.

The Homeowner had stated that she believes the delay in making a decision on the repair is Places for People Scotland's fault. There was a delay in the case being considered by the NHBC due to their staffing resource problems. Angela Kirkwood had contacted them to try and speed this up and NHBC set a date of 8th June 2016 to carry out an initial on site meeting and investigation and confirmed to Angela they were unable to bring this date forward. As Factor they have no control over this and they are satisfied that we had done as much as they can to push this forward.

The Tribunal's decision.

In terms of the Factor's written Statement of Services the Factor's Core Services include carrying out quarterly inspections of the common areas at the development and arranging and instructing cyclical maintenance to communal areas of the Development. From the evidence of the NHBC report already mentioned it is apparent that quarterly inspections and cyclical maintenance of the external cladding had not taken place.

Richard Jennings on behalf of the Factor states in his email to the Tribunal Administration dated 31st July 2018:

'Places for People Scotland have provided all of facts in relation to this case and accept that the matter has taken too long to resolve. Throughout the process we have made attempts to recompense the complainant in relation to the remarketing of their property and associated fees. I met personally with the complainant and made this offer, with nothing being received to enable costs to be reimbursed. As the former Factor of Flat 3, 1 Matthew Street we fully acknowledge our responsibilities in relation to the cyclical maintenance and repair of common parts and in this case we acknowledge that the time taken to resolve the matter has been too long.'

Given that the repair to the external cladding was intimated to the Factor in December 2015 and the repair had not been completed by 31st March 2018, the date the Factor stepped down as factors for the development, the Tribunal determine that the Factor has failed to reasonably carry out the duties upon them as detailed in their Written Statement of Services namely to carry out quarterly inspections and arrange and instruct cyclical maintenance of the external cladding.

(b) Failing to provide solutions to speed up the sale of your flat.

The Homeowner's oral representations.

The Homeowner advised that the Factor delayed in providing estimated costs for the repair to the cladding albeit that the quotes were eventually provided. She felt that the Factor should have done more to facilitate her sale.

The Factor's written representations.

As Factor their responsibility with regard to changes of ownership is to ensure that they give correct balances to home-owners at the end of their contract with them, that is when they sell their property. In this case, because of the NHBC delay, they were unable to give a cost for the outstanding communal works

The Homeowner asked that they provide an estimate to the cost of the work so that this could be provided to potential buyers. They advised the Homeowner that it would be irresponsible of them as factors to pre-empt the decision of the NHBC hearing. The NHBC had also advised them to wait for the outcome and they are satisfied that this was the correct course of action.

The Homeowner has stated that she believes the Factor has a responsibility to find other solutions to help with the sale of her flat. As Factor they are paid to manage the building and communal land on behalf of the owners. It is not part of the service they offer to assist with individual sales. However on 5th May 2016 the Homeowner's partner Colin Smith visited their offices and asked to see Angela Kirkwood. He explained the pressure that you were under to sell your flat, seemed quite upset and asked if there was anything we could do to help. Angela was sympathetic and agreed to seek some advice on behalf of the Homeowner. The Factor's solicitor suggested the Homeowner could try a Minute of Agreement which would give peace of mind to potential purchasers that they would not be liable for any costs relating to this repair. This was not a service that they were offering to provide as factor and was simply a suggestion for the Homeowner to pursue if she wanted to, in order to help sell her property

The Homeowner stated that she should have been told the legal costs at an earlier stage. As this is not something the Factor would normally do they did not know if it was possible or what the legal costs might be. They are satisfied that the Homeowner was advised of these costs as soon as we were given them.

The Homeowner has asked that Places for People Scotland pay these costs as she believes the delay in resolving the cladding issue has been caused by the Factor. The Factor does not agree that they have caused the delay. They feel that they have gone over and above our role as factor for the development in trying to assist her in this frustrating situation.

The Tribunal's decision.

The Tribunal determine that the Factor is not under a specific duty to find solutions to speed up the sale of the Homeowner's Property.

(c) Failure to respond in a timely manner or keep you informed of progress.

The Homeowner's oral representations.

The Homeowner considers that the Factor has failed to keep her advised of progress regarding the required repair.

The Factor's written representations.

The Factor aims to give an acknowledgement to all queries including complaints within 5 working days and fully respond within 20 working days. These are their own internal targets and they acknowledge that they will not always be able to meet them if an issue is complex or in very busy periods.

Cladding repair. They have reviewed the responses to the Homeowner's emails since the repair was reported. They note that since January we have received 28 emails from her and that in all but one case (which took 8 days) they have responded within the 5 days and in most cases the same day. In addition Angela took time to respond to the Homeowner outwith working hours.

A formal update for owners was sent out on 10th May. They agree that this could have been issued at an earlier stage and they apologised for any inconvenience this has caused. The Factor partially upholds this part of the complaint.

The Tribunal's decision.

The Tribunal do not consider the Factor to be placed under a general duty to respond to the Homeowner and keep her advised of progress beyond the terms of section 6.1 of the Code of Conduct, which has already been considered above.

The Tribunal's Decision: 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 6.1 and 6.4 of the Code of Conduct and the Property Factor's duties. The Tribunal therefore determined to issue a Property Factor Enforcement Order.

The Homeowner in her application detailed costs that she incurred as a result of the first sale of her Property falling through including £180 loss to her family income due to her husband having to take time off work; a £2500 capital reduction in the sale price when the Property sold in October; additional mortgage payments from May to October of £2700; additional legal fees; the cost of the refreshed home report and additional interest due to the Council of £300. She also advised that she had also suffered stress and anxiety.

However, the Homeowner did not provide any evidence to the effect that the Factor's failures in relation to the external cladding repair were the sole cause of the first sale of the Homeowner's Property falling through. The Homeowner accepted in her oral

representations to the Tribunal that she chose to proceed with her purchase before she had a concluded contract for the sale of her Property. Consequently, the Tribunal determine that the Homeowner must accept some responsibility for the costs she incurred. In the whole circumstances the Tribunal considered it reasonable for the Factor to pay the Homeowner compensation in the sum of £500. 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:

'Places for People Scotland are directed to pay the Homeowner £500 as compensation from their own funds and at no cost to the owners. The said sums to be paid within 28 days of the communication to them of the Property Factor Enforcement Order. Places for People Scotland 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.

Jacqui Taylor

Signed Date 14th August 2018

Chairperson