



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

HOHP REF: HOHP/PF/15/0121

Property: Flat 4/2, 95 Morrison Street, Tradeston, Glasgow, G5 8BS.

The Parties:-

Mr David Murphy, Flat 4/2, 95 Morrison Street, Tradeston, Glasgow, G5 8BS. ("the homeowner")

Greenhome Property Management Ltd., McCafferty House, 99 Firhill Road, Glasgow, G20 7BE ("the property factors")

Committee Members

Simone Sweeney (Chair) Tom Keenan (Housing Member)

Decision

The committee determines;

- (i) That there has been no evidence produced to support any failure on the part of the property factors to comply with the property factors' duties created by Section 17 of the Act.
- (ii) That the property factors are not in breach of Sections 2.1, 2.4, 3.2, 4.1, 4.3, 4.8, 5.2, 5.3, 5.6, 5.9, 6.1, 6.3, 6.4, 6.6, 6.8, 7.1 and 7.2 of the Code of Conduct.

- (iii) That no property factor enforcement order in terms of Section 19 (1) (b) of the Act will be issued.
- (iv) This decision is unanimous.

Background

1. By application of 20th August 2015, as amended by letter of 27th October 2014, the homeowner applied to the Homeowner Housing Panel for a determination on whether or not the property factors had failed to: (i) comply with sections 2.1, 2.4, 3.2, 4.1, 4.3, 4.8, 5.2, 5.3, 5.6, 5.9, 6.1, 6.3, 6.4, 6.6, 6.8, 7.1 and 7.2 of the Code of Conduct imposed by Section 14 of the Act ("the code") and (ii) to carry out the property factor's duties in terms of Section 17 of the Act ("the Act") in their failure to provide a service satisfactory standard and to resolve the homeowners' complaint.
2. A committee of the Homeowner Housing Panel ("the committee") heard evidence from both parties at Wellington House, 134/136 Wellington Street Glasgow on 13th April 2016. The homeowner was absent. However the committee had before them detailed written submissions which the homeowner had provided in support of his application, together with photographs, copy title deeds and copies of various pieces of correspondence. The property factors were represented by Ms Lizanne McHugh, Regional Business Development manager and Mr Derek MacDonald, Director of Newton Property Management. The property factors lead evidence from three homeowners at the property: Andrew Williamson, Ewan Mulhern and James Burns. The committee also had before it written submissions from the property factors together with copy documents, records, reports, emails and letters.

Submissions of the property factors

3. Mr MacDonald began proceedings by requesting that the witnesses be present throughout the hearing. In his opinion, the homeowners were representatives of the property factors and should respond to the application of the homeowner equally with the property factors. Having conceded that it was the property factors which were bound by the terms of the Act and not the homeowners and that the application was a complaint against the property factors rather than the homeowners and that the property factors act as agents on behalf of all

homeowners at the building, Mr Macdonald accepted that he was wrong in his understanding. He explained to the committee, by way of background, that Newton Property Management had acquired Greenhome Property Management Limited in September 2015. Although the application before the committee was directed at Greenhome Property Management Limited, Newton Property Management was accepting the role of property factors for this application.

4. Ms McHugh explained that she had been directly involved with the works which had been carried out at the property. Ms McHugh had previously been employed by Greenhome and was familiar with the history of the building and the role which Greenhome had played in providing factoring services. Within his written submissions the homeowner had stated that Greenhome had taken over as factors at the property in January 2013 from former factors, Cassea, which was agreed. The homeowner had submitted that Cassea had failed the homeowners in the standard of service which they had offered and the property had been neglected due to the failings of Cassea. This too was accepted by the property factors but contrary to the views of the homeowner the service which had been provided by them since January 2013 did not fail to comply with the code nor with the duties incumbent on the property factors in terms of the Act.
5. In respect of section 2 of the code and the property factors' duties, the homeowner stated in his written submission that, "There is a substantial amount of correspondence between myself, the RC (residents committee) and PM (property managers) which, for the most part was unanswered, denial of any culpability etc. – meanwhile there have been unremitting demands for payment of charges and taking of legal action." In response, Ms McHugh submitted that with regards to section 2.1 of the code, every communication from the homeowner had received a response and that the property factors treat all homeowners equally. Ms McHugh explained that the homeowner had a concern with the works which were being undertaken to the roof of the property. The residents committee at the property is very pro-active and the property factors liaise with the committee prior to works commencing. She explained that they operate a "drop box" and all homeowners at the building have access to this and it provides a method by which the homeowner can communicate with the property

factors through the committee. The committee meets with the property factors on a monthly basis which provides an opportunity for any concerns held by either side to be shared.

6. With regards to the allegation of a breach of section 2.4 of the code, Ms McHugh explained that when the property factors took over management of the building they identified which repairs were required and sought the agreement of the committee to proceed. Where works of a significant value are concerned, the property factors put this in writing for the homeowners and request a payment in advance of £50. Ms McHugh submitted that the previous factors had experienced difficulties in securing insurance for the property given the state of disrepair of the roof. However the practice which the property factors had adopted was to recover quotations from three separate surveyors. They identified a firm with which the property factors had no relationship and which offered the cheapest quote and instructed this firm to survey the roof. The property factors then requested three tenders to comply with the requirements on them by Glasgow Heritage Trust. The Trust had an interest in the works being completed to a certain standard. Ms McHugh submitted that the property factors were well aware of the high costs which faced homeowners with this work and did all that they could do to negotiate a competitive price. A business plan was prepared by the property factors and presented to Glasgow Heritage Trust. The works to the roof ultimately commenced in August 2015 and are on-going. It had been hoped that the works would have been completed earlier but this was not possible due to inclement weather. With regards to payment for the works, the property factors insisted that the homeowners create a bank account into which the owners could contribute. The property factors wanted the assurance of knowing that there were funds in place prior to instructing the works and all homeowners were made aware of this. With regard to minor works, the arrangement is that these are managed by the homeowners and receipts will be provided to the property factors. This cuts down on high labour costs for minor works. The example of changing light bulbs was cited. Ms McHugh advised that "major" works are those over £2,500. With works of this value the practice is to obtain as many quotes as possible to establish the cheapest possible price. It was Ms McHugh's evidence that the property factors considered the roof repairs to be outstanding repairs rather than a capital investment project. Ms McHugh advised the committee that all homeowners had received intimation of how much their share of the roof

works would be. The costs were divided on the basis of the amount of square foot of each property and as the homeowner had a duplex property which was of a significant size, his share was higher than smaller properties. Ms McHugh denied that the property factors had not satisfied their obligations in terms of section 2.4 of the code.

7. With regards to the allegation of section 3.2 of the code, it appeared to the committee and to the property factors that the homeowner was referring to a float payment of £250 which he had paid to the property factors' predecessors. It was the position of the homeowner that this payment ought to have been returned to him when he sold his property in September 2015. It was Ms McHugh's position that she had made every effort to get this money back to the homeowners but without success. This was simply in the spirit of goodwill on the part of the property factors as the float had nothing to do with them. Ms McHugh submitted that the property factors had never requested any float payment from the homeowners. As there was no float payment received by them from the homeowner there was nothing to return to him. It was submitted that no requests for return of funds were received from the homeowner between January 2013 and September 2015 (being the period the property factors provided services to the homeowner). Ms McHugh denied any breach of section 3.2 of the code.
8. The property factors denied any breach of section 4.1 of the code. Ms McHugh submitted that they have a clear written procedure for debt recovery set out in their written statement of service. This was provided to homeowner in a welcome pack which was intimated to him when the property factors took over management of the property in 2013. Further, Ms McHugh submitted that the property factors were well aware that this property had a history of homeowners failing to pay when they took over the factoring service in 2013. The property factors provided an undertaking to homeowners at the outset to address that and have since raised a number of court actions including two against the homeowner. It was submitted that decree had been granted against the homeowner in the first action. The second action was raised against the homeowner for recovery of his share of the roof works which he had refused to pay. This action is currently listed.

9. The property factors denied any breach of section 4.3 of the code and submitted that compared to other property factors their late charges are comparatively low. These are currently £18.60 plus VAT and applied to homeowners who have failed to pay for a period of three months. It was submitted that the market rate is £30. Expenses and outlays arising in connection with a court action are applied to a homeowner's account.
10. Ms McHugh denied any suggestion that the property factors did not take reasonable steps to resolve matters with a homeowner prior to taking legal action against them. Ms McHugh explained that she personally makes contact with a homeowner at this property who is in debt and makes every effort to reach a payment arrangement to avoid any need for court action. Ms McHugh explained that, for her, email is the most effective form of communicating with homeowners. Any allegation of a breach of section 4.8 of the code by the property factors was denied.
11. With regards to section 5.2 of the code, Ms McHugh submitted that there was no evidence that the property factors had breached this part of the code. Each homeowner had received clear information about the basis upon which their share of the insurance premium is calculated. The property factors had engaged the services of an insurance broker, "Bluefin," to arrange the insurance. The brokers identified the best rate. Ms McHugh referred the committee to papers produced which showed the insurance cost to each property based on the floor space of each individual property.
12. The property factors denied any wrong doing in respect of section 5.3 of the code. It was explained to the committee that the property factors received a commission payment when securing the insurance policy for the building. This was disclosed to the homeowners and explained that it was routine practice. Moreover, this information was within the insurance policy documents which had been shared with the homeowners.
13. Ms McHugh explained that securing insurance for this particular building was not an easy task due to its age and the fact that not the entire building was factored by her firm. The homeowners were kept aware of developments throughout the process and Ms McHugh denied any breach of section 5.6 of the code on the part of the homeowners therefore.

14. Ms McHugh denied any allegation that the property factors had breached section 5.9 of the code as this section applies to situations where a land maintenance company owns the land on which the property is located. Given that there is no ownership on the part of the property factors at the building, that section of the code does not apply here.
15. With regards to section 6.1 of the code, it was denied that there was any wrong doing on the part of the property factors. Ms McHugh advised that when her firm had taken over management of the building she was well aware of the bad experiences which the homeowners had received from their previous property factors. Therefore the property factors had liaised closely with the committee in relation to all works which they sought to undertake. Also Ms McHugh sent emails to each homeowner confirming the plans. With the exception of the current roof repair, the property factors funded most of the repair works themselves.
16. In response to the allegation that there had been a breach of section 6.3 of the code, Ms McHugh explained that the property factors use their own contractors for a great deal of the repairs and works to the property. These contractors are self employed and don't pay VAT. The property factors always seek to get the best possible deals for the homeowners and to keep costs down whilst ensuring that quality is not lost. Where minor repairs are concerned (eg changing a lightbulb) the homeowners will facilitate these themselves, thus preventing unnecessary costs from bringing in a contractor.
17. With regards to a breach of section 6.4 of the code, the property factors denied this too. Ms McHugh explained that the homeowner had referred to local authorities and registered social landlords having a cyclical programme of works in place and criticised the property factors for failing to have the same. Ms McHugh explained that the property factors had made a list of repairs required when they had taken over management of the building and made priorities. To meet the costs of the repairs the property factors had taken £50 per quarter from each of the owners to enable them to pay for the repairs as they went along. Ms McHugh submitted that the property factors had undertaken a great deal of work at the building over the preceding 3 years.
18. Turning to section 6.6 of the code, Ms McHugh denied any wrong doing on the part of the property factors. Ms McHugh submitted that the property factors have nothing to hide from the homeowners and share all information with the homeowners through the committee. The committee share the information with owners on the committee's website. The property factors were unaware of any request from the homeowner for tendering information. The

homeowner was the only person to oppose the works to the roof and challenge his share of the costs. The homeowner had insisted he pay only one twenty seventh of the costs, that reflecting the number of flats at the building.

19. Having no financial interest in any of the contractors appointed to carry out any works at the property, Ms McHugh denied any wrong doing on the part of the property factors in respect of section 6.8 of the code.
20. Ms McHugh submitted that the property factors have in place a clear written complaints procedure which satisfies the requirements of section 7.1 of the code. Ms McHugh submitted that it had been herself who had communicated with the homeowner in respect of any complaints which he may have raised. She had done so within 48 hours.
21. Finally, in respect of a breach of section 7.2 of the code, the final letter issued to a homeowner making a complaint is from the managing director and makes specific reference to HOHP should the homeowner remain dissatisfied with the outcome. Therefore, the property factors were satisfied that they had not breached this part of the code. The details of HOHP are contained within the homeowners' welcome pack, a copy of which had been intimated to the homeowner.

Submissions of the property factors' witnesses

22. In support of their opposition to the homeowner's application, the property factors had in attendance, three other owners at the building. The first of these owners to provide evidence to the committee was, Mr Andrew Williamson.
23. Mr Williamson advised that he was an active member of the owners' committee and, as a chartered accountant, he took responsibility for all financial records. He submitted that the committee meets with the property factors regularly.
24. Mr Williamson was familiar with the background to the homeowner's complaint and aware of the specific sections of the code which it was alleged that the property factors had breached.
25. In his submission, Mr Williamson stated that any issues arising in connection with the floats and these having not been returned to the owners pre-dated the current factors coming on board. All the homeowners had been affected by this. They had each paid £250 which was never recovered. No float charge was applied to the owners by the new factors. The homeowner cannot expect to receive a refund of monies from the current property factors if no money was paid to them.
26. Any allegations around the current property factors failing in their obligations to provide clarity on their debt recovery procedures was ill founded, in Mr Williamson's opinion. He explained that the former property factors had had no debt recovery process, at all. The current process for recovering common charges is clear to owners. All financial transactions by the current property factors are now transparent. Mr Williamson personally reviews each invoice but has

these checked by another committee member. The owners' committee is satisfied that it is always clear what the property factors have spent money on. Whilst Mr Williamson had no personal experience of the late charges which the property factors apply, the owners' committee has received no complaints from homeowners in this regard. Where legal action is taken against owners, it was Mr Williamson's evidence that the property factors make a great deal of contact with the particular homeowner prior to commencing any proceedings to establish what can be done to rectify matters. Mr Williamson did not think that much litigation had been taken against homeowners by the current property factors.

27. Turning to the issue of insurance, Mr Williamson submitted that the building has a history of problems which creates difficulty in securing insurance especially where re-build value is concerned. The current factors secured insurance from AXA through their brokers, Bluefin. The property factors shared all information with the committee throughout this process and kept the committee "remarkably" informed. Mr Williamson accepted that there was a commission to the property factors from Bluefin when the insurance was secured but was satisfied that this was a standard procedure in this business.
28. Mr Williamson had no concerns about the property factors level of communication or with the works which they proposed to the building. Moreover the committee wanted to make sure all owners were made aware of proposed works and arranged meetings to facilitate this, independent of the property factors. In his opinion, the proposals had the support of over 90% of the owners at the building. Mr Williamson was also pleased with the fact that the property factors had arranged grant funding for all owners which made a significant difference to the total cost.
29. Further evidence was provided by Mr Ewan Mulhern and Mr James Burns. Both gentlemen were owners and members of the owners committee. They explained that the homeowner owes his share of the roof repairs costs to the other owners and unfortunately given his refusal to pay this, the owners have had to raise court proceedings against the homeowner. They submitted that their experience of the service which the current property factors provide compared to that from their predecessor was, "night and day." They described the service provided now to be, "open and transparent." They described the relationship between the homeowners and the property factors to be, "fantastic." Mr Mulhern submitted that if there was something that an owner wants to see, the property factors let them see it. There is never any difficulty. As and when issues arise, they communicate directly with the property factors and they appear as keen as the owners to find solutions. Mr Mulhern described the relationship between the owners and the property factors to be closer to a partnership. Both Mr Mulhern and Mr Burns refuted any allegations against the property factors in respect of section 2 of the code. The homeowner had been personally present at meetings with the property factors and had had the chance to voice any concerns he had but chosen not to do so. Neither could the gentlemen find any fault with the way in which the property factors met their financial obligations or in their debt recovery processes. It was accepted that there had

been a long history of difficulties in securing insurance for this building for a variety of reasons but both gentlemen were satisfied that there had been an improvement in the insurance arrangements since the current property factor had taken over. The gentlemen could find nothing wrong with the way in which the property factors address repairs and maintenance and if there are likely to be delays, the owners receive intimation of this. Finally with regards to the handling of complaints, both gentlemen could make no criticism of the property factors.

Findings in fact

30. That the homeowner was the heritable proprietor of Flat 4/12, 95 Morrison Street, Glasgow, G5 8BE ("the property") at the date of his application on 20th August 2015.
31. That the property factors registered as factors on 11th October 2012 and became the property factors at the property in January 2013.
32. That the property factors are responsible for arranging and administering repair and maintenance of the common parts of the property and recovering all associated costs from the homeowners.
33. That, by letter dated, 27th October 2015, the homeowner had specified paragraphs, 2.1, 2.4, 3.2, 4.1, 4.3, 4.8, 5.2, 5.3, 5.6, 5.9, 6.1, 6.3, 6.4, 6.6, 6.8, 7.1 and 7.2 as the sections of the Code which they considered to have been breached by the property factors.
34. That the property factors are bound by the Code of Conduct in terms of section 14(5) of the Act.
35. That, the homeowner had produced detailed written submissions in support of his application with the title, "Statement of case."
36. That section 2.1 of the code places a duty on the property factors not to provide information which is misleading or false.
37. That there was no evidence before the committee which showed that the property factors had provided information to the homeowner which the committee found to have been deliberately misleading or false on the part of the property factors.
38. That the committee found no breach of part 2.1 of the code by the property factors.

39. That section 2.4 of the code provides that the property factors:

"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 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). "

40. That the evidence before the committee was that the property factors consulted with the homeowners before proceeding with works.

41. That the finds no breach of section 2.4 of the code by the property factors.

42. That section 3.2 of the code requires property factors to return to homeowners any funds due at the point of settlement of final bills following change of ownership.

43. That the sums to which the homeowner believed he was due was the float he had paid to the former property factors.

44. That no float had been paid to the current homeowners and there was nothing to be repaid to the owner.

45. That at the date on which he sold his property, there were sums owing to the property factors by the homeowner.

46. That the committee finds no breach of section 3.2 of the code by the property factors.

47. That section 4.1 of the code requires the property factors to have in place a written procedure for debt recovery which should be reasonably applied and makes clear how disputed debts will be pursued.

48. That the written statement of services issued to homeowners from the property factors sets out the procedure which the property factors have in place for debt recovery.

49. That the evidence of the property factors was that a copy of the written statement of services was issued to the homeowner within a welcome pack when the property factors took over management of the building in January 2013.

50. That the committee finds no evidence that the property factors are in breach of section 4.1 of the code.
51. That, section 4.3 of the code prevents the property factors from imposing late payments which are unreasonable or excessive.
52. That the evidence of the property factors was that the late charges which they applied were £18.60 plus Vat which was lower than the market rate of £30 plus Vat.
53. That there was no evidence before the committee which supported a breach of section 4.3 of the code by the property factors.
54. That section 4.8 of the code prevents the property factors from taking legal action unless they have taken reasonable steps to resolve matters with the homeowner and given notice of their intention to bring legal action.
55. That the property factors' Regional Business Development manager, Ms McHugh, gave evidence that she herself would contact homeowners who found themselves in debt and seek to agree a payment plan.
56. That there was no evidence before the committee which suggested that the property factors failed to take reasonable steps to resolve matters prior to court action.
57. That there was no evidence before the committee which suggested that the property factors did not give notice in advance of court action commencing.
58. That the committee finds no evidence that the property factors are in breach of section 4.8 of the code.
59. That section 5.2 of the code requires the property factors to provide information to homeowners as to how their share of the insurance premium is calculated and provide details of the terms of the policy.
60. That the evidence before the committee was that an insurance policy was arranged with AXA insurance and that the details of the relevant policy were shared with the homeowners and the owners committee by the property factors.

61. That the committee finds no evidence that the property factors are in breach of section 5.2 of the code.
62. That section 5.3 of the code places a duty on the property factors to disclose to homeowners any commission or benefit gained from the company providing insurance cover.
63. That the property factors received a commission from the insurance brokers when securing the insurance policy for the building.
64. That the property factors disclosed this commission to the homeowners and the owners committee.
65. That the committee finds no evidence that the property factors are in breach of section 5.3 of the code.
66. That section 5.6 requires the property factors to provide information as to how and why they appointed an insurance provider, on request.
67. That there was no evidence before the committee that a request was made of the property factors which they had refused.
68. That there was difficulties in securing an insurance company prepared to insure the building for various reasons but that the homeowners were made aware of this and the developments of the property factors in arranging the insurance cover.
69. That the committee finds no evidence that the property factors are in breach of section 5.6 of the code.
70. That section 5.9 of the code applies to situations where a land maintenance company owns the land on which the relevant building is located.
71. That the property factors are not land owners of the building in which the property is located and therefore section 5.9 of the code does not apply. Accordingly the committee finds no breach of section 5.9 of the code by the property factors.
72. That section 6.1 of the code requires the property factors to have (amongst other things) procedures to allow homeowners to report repairs and to keep the homeowners informed of the progress of any works.

73. That the evidence before the committee was that the property factors worked closely with the owners committee. On behalf of the homeowners this committee would bring to the attention of the property factors any repair issues and works required.
74. That the committee finds no evidence that the property factors are in breach of section 6.1 of the code.
75. That section 6.3 of the code provides that the property factors should provide details of how and why contractors were appointed, on request.
76. That the evidence before the committee was that the property factors sought to instruct contractors which provided a good service at a competitive cost.
77. That there was no evidence of any request for information before the committee as to how and why contractors were appointed, which had been refused by the property factors.
78. That the committee finds no evidence that the property factors are in breach of section 6.3 of the code.
79. That section 6.4 of the code requires the property factors to prepare a programme of works if a core service agreed with the homeowners is to include a periodic property inspection and/or a planned programme of cyclical maintenance.
80. That the evidence before the committee was that, on taking over management of the building, the property factors liaised closely with the homeowners and the owners' committee to agree which repairs were required and to agree a level of priority for the repairs.
81. That there was no evidence of a core service having been agreed between the parties which included a periodic property inspection and/or a planned programme of cyclical maintenance.
82. That the evidence before the committee was that the property factors had instructed a number of works and repairs in agreement with the owner's committee since January 2013.
83. That the committee finds no evidence that the property factors are in breach of section 6.4 of the code.
84. That section 6.6 of the code places an obligation on property factors to make available for inspection documentation relating to any tendering process.

85. That there was no evidence before the committee of any request by the homeowner for information about the tendering process from the property factors.
86. That the committee finds no evidence that the property factors are in breach of section 6.6 of the code.
87. That section 6.8 of the code requires the property factors to disclose any benefit gained by appointing a contractor.
88. That there was no evidence before the committee that the property factors had gained any benefit from appointing any contractors.
89. That the committee finds no evidence that the property factors are in breach of section 6.8 of the code.
90. That section 7.1 of the code places a duty on the property factors to have a clear written complaints resolution procedure which includes timescales.
91. That the evidence before the committee was that the property factors have in place a clear written complaints resolution procedure which includes timescales which had been shared with the homeowner in the welcome pack.
92. That the evidence before the committee was that Ms McHugh had communicated directly with the homeowner in relation to a number of his concerns and that she had done so within 48 hours of receipt of the homeowner's communication.
93. That the committee finds no evidence that the property factors are in breach of section 7.1 of the code.
94. That section 7.2 of the code sets out that once the in-house complaints procedure has been exhausted, the final decision of the property factors should be confirmed with senior management and that the homeowner is notified of the decision in writing. The letter should provide details of the HOHP.
95. That the evidence before the committee was that the procedure which the property factors had in place was that Ms McHugh would address complaints and that her final decision would pass to the property factors' managing director for approval. A letter would be issued

from the managing director confirming the decision and directing the homeowner to the HOHP.

96. That the welcome pack issued to homeowners by the property factors contained the contact details for the HOHP within the complaints resolution procedures.
97. That the committee finds no evidence that the property factors are in breach of section 7.2 of the code.
98. That the committee finds no evidence of a failure on the part of the property factors to carry out the Property Factor's duties.
99. That no Property Factor Enforcement Order (PFEO) will be made by the committee.

Reason for decision

100. There being no evidence of the breaches of the particular sections of the Code of Conduct or the property factors' duties, the committee do not intend to issue a PFEO.

Appeal

101. The parties' attention is drawn to the terms of section 22 of the Act regarding the right to appeal and the time limits which apply. Section 22 provides that,

"(1) An appeal on a point of law only may be made by summary application to the Sheriff against a decision of the president of the Homeowner Housing Panel or a Homeowner housing committee.

(2) An appeal under subsection (1) must be made within the period of 21 days beginning with the day on which the decision appealed against is made."

Chair

AT GLASGOW ON 30th MAY 2016