



Neutral Citation Number: [2026] UKUT 362 (AAC)
Appeal No. UA-2025-001368-USTA

**IN THE UPPER TRIBUNAL
(ADMINISTRATIVE APPEALS CHAMBER)**

Between:

YITTY FRIEDMAN

Appellant

and

(1) THE SECRETARY OF STATE FOR WORK AND PENSIONS

(2) MOSHE FRIEDMAN

Respondents

Before: Upper Tribunal Judge West

Decided on consideration of the papers: 16 July 2026

On Appeal From:

Tribunal:	First-tier Tribunal (Social Entitlement Chamber)
Tribunal Venue:	Sutton
Tribunal Case No:	SC242/25/00488
Panel:	Judge Grewal
Tribunal Hearing Date:	25/3/2025

DECISION

The decision of the First-tier Tribunal sitting at Sutton dated 25 March 2025 under file reference SC242/25/00488 involves an error on a point of law. The appeal against that decision is allowed and the decision of the Tribunal is set aside.

The matter is remade.

The claimant's entitlement to universal credit did not cease on 3 September 2024 on the grounds of failure to accept an up to date claimant commitment.

This decision is made under section 12(2)(b)(ii) of the Tribunals, Courts and Enforcement Act 2007.

REASONS

1. This is an appeal, with the permission of District Tribunal Judge Harrington, against the decision of the First-tier Tribunal sitting at Sutton on 25 March 2025.

2. I shall refer to the appellant hereafter as “the claimant”. The respondent is the Secretary of State for Work and Pensions. I shall refer to him hereafter as “the Secretary of State”. I shall refer to the tribunal which sat on 25 March 2025 as “the Tribunal”. I note that the claimant does not seek an anonymity order.

3. The claimant appealed against the decision of 3 September 2024 that Moshe Friedman and Yitty Friedman were not entitled to Universal Credit (“UC”) as Yitty Friedman had failed to accept her claimant commitments. The decision was subsequently reconsidered, but not revised, on 27 November 2024.

4. The matter came before the Tribunal on 25 March 2025 when the claimant and her husband did not appear, although they had asked for a telephone hearing, but the Tribunal considered that it was fair to proceed in their absence. No presenting officer was in attendance. The appeal was refused.

5. The Tribunal found that Moshe Friedman and Yitty Friedman were not entitled to Universal Credit (“UC”) as Yitty Friedman had failed to accept her claimant commitments.

6. On 21 July 2025 the District Tribunal Judge acceded to the claimant’s application and granted permission to appeal. It seemed to him that there was an arguable case that the Tribunal had erred in law for the reasons set out in the grounds of appeal. I shall refer to the precise scope of the grant of permission to appeal below.

7. I made further case management directions for the conduct of the appeal on 24 November 2025 and 2 February 2026.

8. On 27 May 2026 I directed that Yitty Friedman be substituted for Moshe Friedman as the Appellant and that he be added as Second Respondent to the appeal. That was not a matter of contention between the parties. For simplicity I shall simply refer to “the claimant” throughout without differentiating between the times when Moshe Friedman was Appellant or Second Respondent.

The Statement of Reasons

9. So far as material, the Tribunal found that

“9. The Tribunal considered that the appellants relied on two grounds. 1) They were on holiday and had intermittent internet connection. 2) When previously asked to accept a Claimant Commitment, they had received a text message or email prompt to alert them to the requirement to carry out an action. On this occasion, such a prompt was not sent to them.

10. As to the first reason, the respondent states that Mr Friedman and Ms Friedman could have informed their Work Coach/Universal Credit that they would be going on holiday. The Tribunal understands that the Universal Credit team then could have used their discretion to delay uploading the request for Ms Friedman to agree to the Claimant Commitment generated for her. The Tribunal finds that once a deadline has passed for a Claimant Commitment to be accepted, there is no longer any

discretion and the claim for Universal Credit is to be closed.

11. As to the second reason, Mr Friedman states “We have both accepted our claimant commitments on the 8th, 19th and 21st of July 2024 and both my partner and myself have not discussed any new tailored commitments with a work coach.” The distinguishing feature of the Claimant Commitment imposed on Ms Friedman was that it did not follow a meeting or discussion with a work coach. It was computer-generated and this does not generate a prompt by text message or email. Paragraph 6 of the Decision Notice dated 25th March 2025 sets this out.

12. The Tribunal notes that the irony of the Claimant Commitment imposed on Ms Friedman on 26th August 2024 was that she was no longer required to look for work. The Tribunal understands that this was because her circumstances changed and she was deemed to be working enough. The Mandatory Reconsideration decision notice confirmed that “auto-generated commitments claimants are reminded to accept the commitments within 7 days of receiving the prompt.”

13. The Guidance to caseworkers - J1024 The claimant is not required to accept a claimant commitment where 1. exceptional circumstances apply and 2. it would be unreasonable to expect the claimant to accept a claimant commitment. The Guidance to caseworkers provides three examples of exceptional circumstances, 1) the claimant is incapacitated in hospital and is likely to be there for a considerable time 2) the Jobcentre is closed due to an emergency, for example, a fire or a flood 3) there is a domestic emergency preventing the claimant from accepting the claimant commitment. The Tribunal finds that the reasons why Ms Friedman could not accept her Claimant Commitment were not an exceptional circumstance.

14. In short, Mr Friedman and Ms Friedman were penalised for not looking at their Universal Credit Journal with sufficient regularity to pick up To Do messages. This is a fundamental part of the Universal Credit benefit. Failure to comply has serious consequences. The Guidance to caseworkers states as follows. J1031 Where a claimant commitment has been reviewed and updated then the claimant is required to accept it as the most up-to-date version in order to retain entitlement to Universal Credit. The facts are not in dispute. The appeal was not successful for the reasons stated above.”

10. The reference to paragraph 6 of the decision notice is to the paragraph which states that

“The principal ground of appeal is that they did not receive a text message, email or a letter prompting them to log into their Journal, for Mrs Yitty Freeman to accept her revised Claimant Commitment. The Tribunal is unable to find any evidence that it is a requirement to prompt a claimant to log into their Journal. The evidence indicates that when a system is generates a revised Claimant Commitment, a prompt by text message or email is not sent. This may be because it is automatically generated by the Universal Credit computer.”

The Legal Framework

11. S.3(2)(a) of the Welfare Reform Act 2012 (“the 2012 Act”) provides that joint claimants are only entitled to UC if “each of them meets the basic conditions”.

12. S.4(1) provides that for the purposes of s.3 a person meets the basic conditions if she satisfies conditions (a) to (e), with (e) being the requirement that she “has accepted a claimant commitment”.

13. S.4(7) allows for the making of regulations setting out the circumstances in which someone is to be treated as having (or not having) accepted a claimant commitment.

14. S.4(2) also provides generally for regulations which provide for exceptions to the requirement to meet the basic conditions.

15. S.14 pertains to claimant commitments:

“Claimant commitment

14(1) A claimant commitment is a record of a claimant's responsibilities in relation to an award of universal credit.

(2) A claimant commitment is to be prepared by the Secretary of State and may be reviewed and updated as the Secretary of State thinks fit.

(3) A claimant commitment is to be in such form as the Secretary of State thinks fit.

(4) A claimant commitment is to include—

(a) a record of the requirements that the claimant must comply with under this Part (or such of them as the Secretary of State considers it appropriate to include),

(b) any prescribed information, and

(c) any other information the Secretary of State considers it appropriate to include.

(5) For the purposes of this Part a claimant accepts a claimant commitment if, and only if, the claimant accepts the most up-to-date version of it in such manner as may be prescribed”.

16. Regulation 15 of the Universal Credit Regulations 2013 (“the 2013 Regulations”) provides that:

“Claimant commitment – date and method of acceptance

15(1) For the basic condition in section 4(1)(e) of the Act, a person who has accepted a claimant commitment within such period after making a claim as the Secretary of State specifies is to be treated as having accepted that claimant commitment on the first day of the period in respect of which the claim is made.

(2) In a case where an award may be made without a claim, a person who accepts a claimant commitment within such period as the Secretary of State specifies is to be treated as having accepted a claimant commitment on the day that would be the first day of the first assessment period in relation to the award in accordance with regulation 21(3) or (3A).

(3) The Secretary of State may extend the period within which a person is required to accept a claimant commitment or an updated claimant commitment where the person requests that the Secretary of State review—

(a) any action proposed as a work search requirement or a work availability requirement; or

(b) whether any limitation should apply to those requirements, and the Secretary of State considers that the request is reasonable.

(4) A person must accept a claimant commitment by one of the following methods, as specified by the Secretary of State—

(a) electronically;

(b) by telephone; or

(c) in writing”.

17. As was recognised in ***FO v Secretary of State for Work and Pensions (UC)*** [2022] UKUT 56 (AAC) that drafting creates a potential problem which is solved pragmatically by how the Secretary of State acts. Regulation 15 does not deal with the position of a claimant who has already accepted a claimant commitment and then a more up to date version is prepared during the period between when that new claimant commitment is drawn up and when it is accepted. Regulations 15(1) and 15(2) do not apply to that situation (they only deem a claimant as having accepted an initial commitment at the outset of a claim if it is accepted within the time specified). To obviate that problem, the Secretary of State does not treat an updated claimant commitment as the most recent one (which a claimant is required to have accepted to be remain entitled) during the period between when it is drawn up and for the duration of the time the claimant is given to accept it. It is only after that period has expired that the Secretary of State treats the claimant as not having accepted the most up to date commitment.

18. Regulation 16 provides for the exceptions where s.4(1)(e) is not to apply:

“Claimant commitment – exceptions

16(1) A person does not have to meet the basic condition to have accepted a claimant commitment if the Secretary of State considers that—

(a) the person cannot accept a claimant commitment because they lack the capacity to do so; or

(b) there are exceptional circumstances in which it would be unreasonable to expect the person to accept a claimant commitment.

(2) A person does not have to meet the basic condition to have accepted a claimant commitment if the person is terminally ill”.

The Grant of Permission to Appeal

19. In granting permission to appeal, the District Tribunal Judge stated that

“5. I have given permission to appeal to the Upper Tribunal because I accept that it is arguable that the Tribunal erred in law by finding that the Claimant had failed to accept a claimant commitment. I am satisfied that there is merit in the Upper Tribunal considering further the issue of what amounts to ‘the most up to date’ version of the claimant commitment (section 14(5) Act and Section 4(1)(e) Welfare Reform Act 2012) when the factual context is that the latest claimant commitment repeats an earlier commitment, previously accepted.

6. I make the further following observations about the Appellant’s application:

a. The granting of this application should not be understood as an acceptance of the entirety of the points raised on the Appellant’s behalf and, in particular, those raised about the Tribunal Judge.

b. I have not explored the entirety of the issues raised by the Appellant’s representative because I have accepted that permission to appeal to the Upper Tribunal should be given on the basis already set out above. I note the way in which the Tribunal Judge’s decision is described in paragraph 33 of the application. I do not accept that description.

c. I note the challenging circumstances in which Judge Grewal was required to consider this appeal, applying the overriding objective. In particular, the Tribunal Judge was required to consider the appeal without any parties in attendance (with no explanation for non-attendance provided by the Appellant) and with minimal documentary material having been provided by the parties.

7. I consider that the Appellant has an arguable case on the central issue of what is required from a claimant to satisfy the need to accept the most up to date version of the claimant commitment. I accept the submission made that granting permission to appeal to the Upper Tribunal will enable further guidance to be given on this point.”

20. There was a dispute between the parties to whether that grant of permission to appeal covered only Grounds 2 and 3 or whether it encompassed all 5 of the grounds of appeal. In the light of the fact that the parties are in agreement as to the outcome of the appeal on Grounds 2 and 3, I do not need to resolve that disagreement.

21. Were it necessary to have resolved the issue, I would have agreed with the claimant that permission to appeal should be treated as having been given on all 5 grounds in accordance with the decision of the Upper Tribunal in **Safi v Secretary of State for the Home Department** [2018] UKUT 338 (IAC) at [38-47].

22. In that case the Upper Tribunal stated that

“38. The time has come when it needs to be clearly stated that it is unacceptable to produce a decision on an application for permission to appeal which is so unclear that it gives rise to the need for judicial interpretation, of the kind we have had to undertake in the present case. A decision on a permission application must be capable of being understood by the Tribunal's administrative staff (for the reasons we have given above); by the parties; and by the tribunal or court to which the appeal lies.

39. What the Court of Appeal said at paragraph 80 of Rodriguez must, henceforth, be followed. If a judge intends to grant permission only on limited grounds, he or she must make that fact absolutely clear.

40. Particularly given the delay and expense that have been occasioned in the present proceedings by the First-tier Tribunal Judge's failure to produce a clear decision, the Upper Tribunal considers that the time has also come to build upon Rodriguez, as follows.

41. Henceforth, it is not to be regarded as merely good practice to do what is set out in paragraph 80 of Rodriguez; we regard it as essential for a judge who is granting permission only on limited grounds to say so, in terms. The place to do so is in the section of the document that contains the decision.

42. There is one point of detail in paragraph 80 with which we would respectfully disagree. We do not consider that it is appropriate to state "Permission is granted, limited as hereafter set out", unless the limitation occurs specifically in the section of the completed document which contains the decision, as opposed to the reasons for that decision; that is to say, in the first and not the second section (see paragraph 27 above).

43. Thus, permission granted on limited grounds should state "Permission is granted, limited to grounds 1 and 4" (as the case may be) or "Permission is granted on grounds 1, 2 and 3 but is refused on grounds 4 and 5" (as the case may be).

44. The "reasons for decision" section is to be construed as just that; i.e. the reasons for the decision which has just been made. The reasons for decision must not include any words that are intended to form part of the decision. The reasons section is the place where the reasons for refusing permission, either generally or on particular grounds, should be stated, pursuant to the duty imposed on the judge by rule 34(4)(a) of the 2014 Rules or, in the case of the Upper Tribunal, rule 22(1) of the 2008 Rules.

45. The reasons section is also the place where, if and insofar as permission is being granted, the reasons for doing so are "clearly identified" (see paragraph 37 of the Guidance Note). Although paragraph 37 is not reflected in the Procedure Rules of the First-tier Tribunal or the Upper Tribunal, it is plainly necessary in pursuance of the overriding objective to explain to the parties (albeit briefly) why permission has been granted.

46. Henceforth, it is likely to be only in very exceptional circumstances that the Upper Tribunal will be persuaded to entertain a submission that a decision which, on its face, grants permission to appeal without express limitation is to be construed as anything other than a grant of permission on all of the grounds accompanying the application for permission. That is highly likely to be so,

regardless of what may be said in the reasons for decision section of the document.

47. Where the judge who has granted permission generally is of the view that certain of the grounds are such that they would not themselves have given rise to a grant of permission, the judge should say so in the reasons for decision section. Some suitable formulations might be along the following lines:-

(a) "Although I grant permission on all grounds, ground 3 is not, in my view, of sufficient arguable merit as to have justified a grant on that ground alone. The appellant may wish to bear this in mind in preparing his/her case in the Upper Tribunal";

(b) "Permission is granted on all grounds but, in my view, ground 1 is the strongest and is the reason I have granted permission".

The Grounds of Appeal

23. There were 5 grounds of appeal:

(1) even on the Tribunal's approach to the facts, the claimant had accepted the most up to date claimant commitment

(2) the Tribunal's understanding of the difference between the claimant commitment which she had already accepted and the new claimant commitment was perverse

(3) had the Tribunal understood the content of the claimant commitment which she had already accepted on 19 July 2024, it could not have held that she failed to accept the most up to date claimant commitment

(4) there was no evidence that she was asked to agree a claimant commitment on 26 August 2024 or how long she was given to do so

(5) the effective date was wrong. The effective date was not 26 July 2024, but 26 August 2024.

24. The Secretary of State supports the appeal on Grounds 2 and 3, which is sufficient to decide the appeal, and the claimant agrees with the Secretary of State's position as to the outcome of the appeal. I am therefore satisfied that I do not need to hold an oral hearing to determine the appeal.

Ground 2

25. The claimant submitted that the Tribunal's understanding of the difference between the claimant commitment which the claimant had already accepted and the new claimant commitment was perverse

26. The evidence before the Tribunal as to the claimant commitment which she accepted initially was a record of the commitments which she had accepted on 19 July 2024. That was the only evidence before the Tribunal as to what the content of that claimant commitment was. It did not require her to look for work, to be available for work, to attend work related activity or to attend connected requirements interviews. To conclude otherwise (as the comment by the Tribunal at [12] suggests – i.e. by saying the later commitment “no longer required” her to look for work, implying that the earlier one had that requirement) was perverse given that was the only evidence before the Tribunal.

27. The Tribunal also had what appeared to be the content of the claimant commitment which she was asked to agree on 26 August 2024 and which she was said to have failed to accept. Again, there was no requirement to look for work, to be available for work, to attend work related activity or to attend connected requirements interviews, it seems because earnings were above the “administrative earnings threshold” (as the limit in regulation 99(6) of the 2013 Regulations is called) and so she was in the “light touch regime” (under which the Secretary of State does not impose requirements). It appears the Tribunal, in so far as it analysed the contents of the new claimant commitment, did not understand this.

28. That mistake about the contents of the claimant commitment which she had already accepted was material, as it led to it making the error of law set out in Ground 3.

Ground 3

29. Given that there was no difference between the claimant commitment which she accepted on 19 July 2024 and the one which she was asked to accept on 26 August 2024, the claimant commitment of 26 August 2024 could not lawfully be described as a more “up to date” claimant commitment: it was, on the contrary, not more up to date, but exactly the same.

30. It was not clear, but it was possible that what had occurred was that previously she was in the “no conditionality” group (and hence had the claimant commitment of 19 July 2024) because she was responsible for a child under the age of 1. The couple then swapped who was responsible for the child, but she moved into the light touch regime due to her work (and thus had the same content in the proposed “new” (but actually identical) claimant commitment which she was badgered to sign on 26 August 2024.

31. S.14(5) of the 2012 Act requires that the claimant accept “the most up-to-date version” of her claimant commitments to count as meeting the s.4(1)(e) basic requirement. A claimant commitment could only be more “up-to-date” than an earlier commitment if in fact it had been updated. There was no difference in the claimant commitments and therefore she did not fall foul of s.14(5).

32. The Tribunal erred in law by holding otherwise (even if it did not appreciate the issue which was obvious on the face of the papers).

The Secretary of State’s Submissions on Grounds 2 and 3

33. The Secretary of State submitted that the claimant’s Ground 2 attacked the Tribunal’s finding that the new claimant commitment not accepted by the claimant (the “Proffered CC”) was materially different from the previous claimant commitment already accepted (the “Previously-Accepted CC”). As the claimant pointed out, there was no evidence before the Tribunal to support that finding. That was unsurprising given (following internal investigation) that the Secretary of State was now aware that the Previously-Accepted CC and Proffered CC contained materially identical work-related requirements (viz.

neither claimant commitment contained any work search or work availability requirements). The Secretary of State therefore accepted that the Tribunal made a factual error. The content of the Previously-Accepted CC was not different from the Proffered CC. The Tribunal had no evidential basis to find otherwise. That was an error of law. The Secretary of State would therefore support the appeal on Ground 2.

34. The Secretary of State also supported the claimant's appeal on Ground 3, for the reasons set out in her Grounds of Appeal.

35. A more recent claimant commitment could not be said to be "more up to date" than a previous, identical claimant commitment. The Previously-Accepted CC remained an up-to-date record of the claimant's ongoing responsibilities for the purposes of s.14(5) of the 2012 Act, such that she continued to meet the basic requirement for entitlement to UC in s.4(1)(e). It followed that the claimant's appeal should succeed on the issue under appeal, being a composite of her Grounds 2 and 3.

Ground 1

36. In her submissions of 20 February 2026 the claimant stated that "given that it is now clear that it only arose as an issue on a view of the facts which is now agreed to be wrong, then it may be best not to decide it in this case. ... YF does not make further submissions on Ground 1."

37. I agree. The issue only arose on the basis of facts now agreed to be wrong. Resolution of the issue would be entirely academic.

Ground 4

38. The claimant sought to argue that Ground 4 still arose on the facts as now agreed. The issue was whether the evidence was sufficient to show that the claimant was asked to accept a new claimant commitment, in what timeframe and whether she failed to do so within the given timeframe. That was said to be an issue of importance which arose in other cases.

39. The claimant submitted that it was notable that the Secretary of State did not exhibit any instruction from the claimant's journal asking her to accept a claimant commitment and telling her the date by which she had to do so. This was a case where it was for the Secretary of State to prove his case (i.e. a supersession initiated by him and ending an award). That was not achieved in circumstances where the Tribunal had no evidence of the time period which the claimant was given to accept her commitments. How could it be said that she failed to do it in time without that?

40. That also raised the question whether the claimant could be said to have been given sufficient notice when she did not login to look at her journal within the time said to have been required. What counted as sufficient evidence that the claimant was instructed to accept a new commitment and the time period given was obviously an important issue for other cases. **FO** was not directly on point (as that was a case where the new commitment was supposed to be drawn up at a meeting rather than one where a new claimant commitment was presented for acceptance).

41. The point was not raised at first instance. No evidence was directed to it and no factual findings were made about it. Given that the appeal is supported on other grounds, it is not necessary to resolve the issue to determine the appeal and it would be wholly disproportionate in the case of a supported appeal to require further submissions on it. I do, however, agree with Judge Wikeley's comment in **FO** at [1] to the effect that

"1. This appeal to the Upper Tribunal is a good example of why First-tier Tribunals may sometimes need to be wary about taking at face value the Department for Work and Pensions (DWP)'s written submission in response to a claimant's appeal. This is especially so where the DWP has been economical with the photocopier."

Ground 5

42. In her submissions of 20 February 2026 the claimant also stated that it was now accepted that the claimant did not fail to accept a claimant commitment

and thus the couple's UC award should not have ended at all and hence the correct effective date of any such decision was irrelevant.

43. Again I agree that the issue only arose on the basis of facts now agreed to be wrong. Resolution of the issue would again be entirely academic.

44. The claimant nonetheless invited me to decide the issue, even though it was academic in the context of the appeal. Given that the point was entirely academic, the Upper Tribunal should not devote time and resources to issues which no longer arise (see *Hillingdon LBC v (1) AP (2) SP* [2026] EWCA Civ 216). If the matter needs to be determined in other cases hereafter it should be on the basis of full and proper argument at first instance and not on the basis of a determination on the papers with neither side in attendance and with minimal analysis.

45. I will simply add this. As at present advised, I agree with the claimant's submission at paragraph 26 and 29 of her original grounds of appeal. The decision of 3 September 2024 ended the award with effect from 26 July 2024, but if the new commitment was only created on 26 August 2024, then the claimant cannot be said to have failed to accept her most up to date claimant commitment (even if it were such) in the assessment period between 26 July 2024 and 25 August 2024. That was not therefore a change of circumstances which occurred in that assessment period. Accordingly, the effective date for the change of circumstances could not be the start of that assessment period. It could only be on 26 August 2024.

Conclusion

46. For the reasons identified by the claimant and accepted by the Secretary of State, I am satisfied that the Tribunal made errors of law which were material to the decision and for that reason the decision of the Tribunal should be set aside.

47. In the circumstances I do not need to consider whether the Tribunal made any other errors of law.

48. I therefore allow the appeal and set aside the decision of the Tribunal. I remake the decision.

49. The claimant's entitlement to universal credit did not cease on 3 September 2024 on the grounds of failure to accept an up to date claimant commitment.

50. Where a new claimant commitment is offered for acceptance which is not materially different from a previously-accepted claimant commitment, and the previous claimant commitment still accurately captures all of the claimant's ongoing responsibilities, the previous claimant commitment will still be the "most up-to-date version" within the meaning of that phrase in s.14(5) of the 2012 Act. As such, failure to accept the new claimant commitment will not be a breach of the basic condition in s.4(1)(e) of the Act.

**Mark West
Judge of the Upper Tribunal**

Signed on the original on 16 July 2026