Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017.

Chamber Ref: FTS/HPC/CV/23/2654

Re: Property at 67 Lochview Crescent, Glasgow, G33 1NX ("the Property")

Parties:

Ms Amy Connor, Nathan McLaughlin, 94 Lochview Crescent, Glasgow, G33 1QW ("the Applicants")

Mr Robert McNamara, 1786 Cumbernauld Road, Millerston, Glasgow, G33 6NB ("the Respondent")

Tribunal Member:

Fiona Watson (Legal Member) Mary Lyden (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") determined that an order is granted against the Respondent for payment of the undernoted sum to the Applicants:

Sum of ONE THOUSAND THREE HUNDRED AND SEVENTY-EIGHT POUNDS AND SEVENTY-FIVE PENCE (£1,378.75) STERLING

Background

- An application was submitted to the Tribunal under Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 ("the Rules"), seeking a payment order against the Respondent in relation to alleged losses incurred by the Applicants in relation to a private residential tenancy agreement.
- 2. A Case Management Discussion ("CMD") took place on 5 February 2024 by conference call. The Applicants were represented by Ms Simpson, Govan Law Centre. The Respondent appeared personally and represented himself.

- 3. The Applicants' representative submitted that the Applicants intended to proceed with their application. The Applicants sought a payment order in the sum of £3,904.20 which sum comprised return of rent due to the Property's repairing issues, costs of damaged personal items, increased heating costs, inconvenience suffered and return of a deposit deduction for which no vouching had been produced. It was submitted that based on the Respondent's written submissions, there were clearly matters in dispute relating to both liability and quantum. The Applicants' representative sought a Hearing to be fixed for evidence to be led.
- 4. The Respondent submitted that the Applicants' claim was disputed in its entirety. No matters had been agreed.
- 5. The CMD was adjourned to a Hearing, for evidence to be led.

Hearing

6. A Hearing took place in person on 10 June 2024. The Applicants were personally present and were represented by Ms Simpson, Solicitor, Govan Law Centre. The Respondent appeared personally and represented himself. The Respondent's wife attended for part of the Hearing as an observer.

Applicant's evidence

- 7. The first named applicant, Ms Connor, stated that she formerly resided at the Property and is employed as a swimming teacher. When the Property was originally advertised she saw it on Rightmove and she contacted the letting agent to view it. The rent was £375 per month throughout the tenancy. They paid a deposit to the letting agent. It was a studio flat with a living room combined bedroom, a kitchen off the living room, a little cupboard and a bathroom. It was fairly small accommodation and there was no heating source within the building.
- 8. Ms Connor stated that she contacted the letting agents to ask for heating. It was November when they moved in and it was freezing. She contacted the letting agent that same week. The letting agent said that they would contact the Respondent to see when he could drop off oil heaters. The Respondent let himself into the Property and left an oil heater but Ms Connor had not given permission for him to let himself in. They struggled with just one heater and they had to go and buy more themselves to heat the Property throughout. They bought another two or three fan heaters. They had to put the heaters on every day in the morning and the evening. The Property got cold very quickly when they were switched off.
- 9. Ms Connor submitted that there was a lot of mould and dampness within the Property. Her partner, Mr McLaughlin, had a collection of hats that were covered in mould. There was mould and dampness on the walls in the bathroom. They reported it at the same time as they reported the shower being

out of use. The landlord of the flat below had said that water was pouring into his flat from their flat. They contacted the Respondent and the letting agent that night, which was around the 22 November. They were told that it would be fixed as soon as possible. It was only fixed on 13 February. They had no use of a shower during that time. There was no bath within the Property and they were given no offer of compensation. They only had the bathroom and kitchen sinks to wash themselves in and they had to use showers at family and friends.

- 10. Ms Connor stated that Mr McLaughlin's friend was a plumber and they had offered to the Respondent that he could come round quickly and look at the issue with the shower. They had notified the Respondent that he had been round but the Respondent wouldn't agree to pay the emergency fee. Ms Conner left it to Respondent to get his own plumber out as soon as possible but this did not happen quickly.
- 11. Ms Connor submitted that the Respondent re-sealed the shower himself on a number of occasions. Ms Connor stated that she told the Respondent that it was not an issue with the sealant and that water had been pouring downstairs to the flat below and they thought that the problem was worse than simply the shower needing re-sealed. Ms Connor stated that Mr McLaughlin's plumber friend had said that the shower needed replaced and there was water under the shower as well as mould and damp. The plumber stated that there was not adequate wet wall in the shower, and what was there was what would normally be used in a caravan. Ms Connor stated that they were never given an explanation by the Respondent or letting agent for the delay in fixing the shower.
- 12. Ms Connor submitted that they had contacted environmental health at Glasgow City Council who attended at the Property, looked around and took damp meter readings. Ms Connor stated that the damp meter was beeping at every room and that there was moisture recorded in the air everywhere throughout the Property. Ms Connor stated that she was told by the environmental health officer that they would issue a letter to the Respondent requiring him to fix the issue within a period of time or he would be issued with a fine. They were never contacted again.
- 13. Ms Connor stated that it was not fair for them to have to pay full rent for the Property when between 22 November and 13 February they had no means of adequate washing facilities.
- 14. Ms Connor stated that they had made a separate application to the tribunal under the repairing standard legislation but by the time of the hearing, the matter had been resolved by the Respondent and therefore the application was dropped.
- 15. Ms Connor stated that the extractor fan in the bathroom did not work during the time that they occupied the property. There was a small heater in the bathroom but they were unable to use it for too long as there was a burning smell when it was on. Ms Connor stated that she could not recall if they raised the issue of

the extractor fan at the start of the tenancy and she was unaware if the Respondent was aware of the issue but her position was that he should have checked before they moved in.

- 16. Ms Connor stated that her lack of washing facilities caused her embarrassment and distress. She was worried when she went to work that people would think that she smelled. She was constantly trying to work out if she had somewhere to have a shower after work. She did not consider it reasonable to be expected to wash herself with a sponge out of the sink for three months. She had to use her gym membership to shower and use showers at work when she was a swim teacher.
- 17. Ms Connor stated that the bought small plastic dehumidifiers which consisted of a plastic tray with hard balls which turned to water when they took in moisture. These were constantly having to be changed due to the level of moisture in the air. Mr McLaughlin suffered from chest infections whilst resident in the Property but these have stopped since they moved out.
- 18. Ms Connor stated that after the shower was fixed, there was still mould on the bathroom walls. She contacted the letting agent and the Respondent to get this fixed. The Respondent attended at the Property with basic mould cleaner and a sponge and wiped it down. Ms Connor stated that she asked the Respondent if he had treated it but he said he had just wiped it and he would come back and do it again if the mould returned. It was not treated properly.
- 19. Ms Connor stated that she felt that they had been served with their notice to leave shortly after the shower was fixed as a punishment for requiring the repair to be done. She felt that the Respondent wanted them out to get rid of the problem. They had asked for their deposit to be returned after they moved out and the Respondent deducted £100 for the washing machine requiring fixing and the oven being cleaned. They were provided with no evidence of this having been done. It was disputed that they had left the property in a dirty condition. Ms Connor confirmed that they had received notification from Safe Deposit Scotland, that the deduction had been proposed but they needed to move out of the Property and get another flat and needed the money to move out, so they didn't challenge it.
- 20. Mr McLaughlin confirmed that he formerly resided at the Property and is currently unemployed. He submitted that his partner, Ms Connor, dealt with most of the day-to-day communications with the Respondent and letting agent. Mr McLaughlin stated that he used to have asthma as a child but doesn't anymore. Mr McLaughlin submitted that he could see a difference in his health and sleeps better now, as compared to when they were residing in the Property. It was submitted that every six weeks or so he would be unwell and had persistent chest infections, runny nose etc. Mr McLaughlin stated that he did not attend his doctor for these health issues.
- 21. Mr McLaughlin stated that he had noticed that there was a water tank in the kitchen cupboard which had water dripping out of it. He had thought that it was

perhaps overfilling and they had had to put dish towels in to soak up the water. His friend who is a plumber came out to inspect and advised that he thought the water tank was cracked as the wood underneath it was cracked. Mr McLaughlin stated that he thought it was a gravity fed water system, and was not pressurised. The Respondent eventually took it away completely so it was obviously not required.

Respondent's evidence

- 22. The Respondent submitted that he wished to rely on the written representations that he had previously lodged with the tribunal. The Respondent submitted that there were two sinks in the property, one in the bathroom and one in the kitchen. These could be used for washing facilities whilst the shower was out of use. The Respondent submitted that as Ms Connor was a swimming teacher she had adequate access to washing facilities at her place of work.
- 23. The Respondent submitted that there was adequate heating within the Property.
- 24. The Respondent submitted that the mould had been caused by the shower unit not being cleaned properly. He had suggested to Ms Connor that they use Dettol cleaner and she replied that they shouldn't have to buy mould cleaner. The Respondent submitted that Ms Connor had refused to clean anything in the flat, including the shower cabinet.
- 25. The respondent referred to an Allianz report which he had instructed and which stated that there was no dampness within the Property. The Respondent submitted that the problem was condensation and that this could arise in shower cabinets because of shampoos etc sitting against the walls and turning into dampness. The Respondent submitted that if the flat had been kept clean then there would have been no issues.
- 26. The Respondent submitted that the £100 deducted from the deposit was nothing to do with him and that the letting agent had sent a company out to check the flat at the end of the tenancy. The £100 was deducted at the recommendation of the letting agent and was not his decision.
- 27. The Respondent submitted that in the initial part of the tenancy there were no complaints from the Applicants, and they only started complaining later on in the tenancy.
- 28. The Respondent submitted that he had never been told that the fan in the shower room was not working. The Respondent submitted that he ran the electric fan when he was in the property prior to the Applicants moving in, for 25 or 30 minutes, and there was no smell of burning from it. If he had noticed that he would have got it fixed and would not have ignored it.
- 29. The Respondent confirmed that he had previous tenants in the Property prior to the Applicants, and that he had owned the Property for around 25 years. His

- son had previously lived in the Property and it had been rented out from around 2003 onwards. He has no other rental properties.
- 30. The Respondent submitted that he has never inspected the Property and that the letting agent does that for him. The Respondent submitted that he was in the Property himself prior to the Applicants moving in and did not identify any problems with the flat. The Respondent confirmed that he did not check the fan heater or the extractor at that time, but that normally the letting agent would do all of that prior to any new tenant moving in. The Respondent stated that he had attended at the Property to make sure everything was OK as he had not been in it for a while. He was checking if anything needed to be removed following the previous tenants leaving and that this was not a physical check of all things working in the Property as that was the letting agent's job.
- 31. The respondent submitted that he accepted that it was his responsibility as landlord to ensure that all appliances were in proper working order. The Respondent submitted that he pays the letting agent to check all of that for him.
- 32. The Respondent submitted that he was not aware before the Applicants moved into the Property that there was no heater. The Respondent submitted that there used to be fixed electric heaters but they were expensive and not very good. These were removed and a DeLongi oil heater was put in, which simply plugs into the wall. The Respondent could not recall when the fixed heating system was removed.
- 33. The Respondent confirmed that he was aware of his responsibilities as a landlord to have regard to the repairing standard and confirmed that all repairs were done as required. The Respondent submitted that the delay in having the shower fixed was due to a lack of plumbers being available. He had called a number of plumbers but they were not interested. He could not recall how many he contacted but submitted that he had kept the Applicants up to date.
- 34. When asked if he considered that three months without washing facilities was unreasonable, the Respondent submitted that "you can keep yourself tidy with a sink" and that "people used to use sinks all the time." The Respondent submitted that Ms Connor had showering facilities as a swim teacher and that he considered that if she had told her employers what was going on, they would not have said no to her using a shower at the swimming pool. The Respondent submitted that he did not accept that she was embarrassed and that her employer wouldn't object to her having a shower.
- 35. The Respondent submitted that he had contacted the letting agent to see if there was anywhere else within the building that they could use a shower but they didn't have anything. The Respondent submitted that he had asked the letting agent if they were able to obtain a plumber but they were not able to do so. It was eventually the letting agent who managed to get hold of Heatforce who attended.

- 36. The Respondent confirmed that he did not investigate alternatives such as hotels for the Applicants, pending the shower issues being resolved. The Respondent submitted that he had reported the issue to his insurers but that the damage was not covered and that he would need to deal with matters himself.
- 37. The Respondent submitted that the environmental health department had sent a questionnaire to the letting agent asking them what was happening within the Property. The letting agent had notified them that there had been an issue with the shower but that it had now been dealt with and the environmental health department accepted that. The Respondent submitted that he did not hear anything further after that.
- 38. The Respondent submitted that the water tank was removed and it was put on to mains flow, this had been a feed for the taps and that there was a hot water immerser. The cold water came from the tank and there was very poor pressure. When the tank was removed, they got better pressure from the mains.
- 39. The Respondent submitted that he had purchased the oil filled heater from a shop, the name of which he could not recall. He had asked the shop worker what size of room it would be sufficient for. He told the shop worker the room size within the Property and was told that this heater would be ample. The Respondent submitted that the studio flat was tiny and did not need a lot of heat.
- 40. The Respondent submitted that he could not recall having received any complaints from previous tenants regarding the heating within the Property.

Applicant's closing submissions

- 41. The Applicants referred to the Repairing Standard as set out in section 13 of the Housing (Scotland) Act 2006, which duty is imposed on a landlord and applies at the start of a tenancy and at all times during. Section 19 of the 2006 Act was also referred to which sets out that a landlord should carry out a pretenancy inspection. It was submitted that the Respondent had admitted that he personally did not carry out a pretenancy inspection and he had delegated this to the letting agent. No evidence had been lodged by the Respondent as to the nature of any pretenancy inspection carried out. There were issues within the property which should have been identified at the outset.
- 42. It was submitted that the Property did not meet the tolerable standard from the outset as required under section 13(1)(h) of the 2006 act. It was also submitted that there was no adequate installation of space heating as required under section 13(1)(c) of the 2006 act. It was submitted that there was a failure to provide sufficient heating and as a result the Applicants had suffered financial losses due to their increased electricity costs. Their use of expensive electric heaters had led to a higher-than-average electricity bill. The tribunal was

referred to copy bills lodged as productions together with a calculation of average usage of electric in a studio flat as obtained from Ofgem. It was submitted that the lack of adequate heating and ventilation had led to mould in the property and damage to the Applicants' belongings.

- 43. It was further submitted that the repairing standard had been breached due to the shower not being usable between 22 November and 13 February. This was an unreasonable period of time for the Applicants to go without washing facilities and there had been no reasonable explanation as to why this had not been fixed quicker. It was not explained why the repair had not been undertaken as a priority and if there had been a delay, other accommodation or temporary hotel should have been offered.
- 44. It was accordingly submitted that the Respondent was not entitled to charge full rent whilst in breach of the tenancy agreement in this regard. The Applicants had suffered significant inconvenience due to the Respondent's breach of contract. Furthermore, the Applicants had suffered embarrassment and inconvenience by being unable to shower within their own Property for a 12-week period.

Respondent's submissions

- 45. The Respondent submitted that on the advice that he had obtained, the heating provided within the Property was adequate. The Respondent submitted that there was adequate ventilation provided via the windows in the Property.
- 46. The Respondent submitted that when he had visited the Property with a plumber, there were clothes lying around everywhere and the bed was always down. The cupboard was packed with belongings and the Property was not clean. It was submitted that the Applicants had two dogs and that two people together with two dogs was too many within that Property and the amount of humidity being produced would have been high.
- 47. The Respondent considered that the Applicants' failure to clean the mould on the shower cabinet was a breach of the tenancy agreement in itself. The Respondent submitted that there had been damage to the floor caused by the Applicants and which had been hidden by the sofa bed and only discovered upon them vacating the Property.
- 48. The Respondent submitted that the £100 deduction from the deposit was the letting agent's decision and not the landlord's responsibility.
- 49. The Respondent submitted that there were other studio flats available within the estate when the Applicants decided to move. The Respondent submitted that the Applicants had realised that the studio flat was not big enough for them and that is why they had moved into a two-bedroom property with a higher rent.
- 50. The Respondent submitted, as regards the Applicants' claim for damaged clothing, that this was due to condensation and they needed to air the garments

or wash them. This might have been due to the damp clothing having been put into a cupboard whilst damp.

Findings in Fact

- 51. The Tribunal made the following findings in fact:
- (i) The parties entered into a Private Residential Tenancy Agreement ("the Agreement") which commenced 18 November 2019;
- (ii) The Respondent is obliged to ensure that the Property meets the Repairing Standard as set out in section 16 of the Housing (Scotland) Act 2006 ("the 2006 Act") at all times during the term of the Agreement;
- (iii) The Property failed to meet the Repairing Standard insofar as there was (i) a lack of adequate heating and (ii) a lack of adequate washing facilities and accordingly the Respondent was in breach of s16 of the 2006 Act.
- (iv) The Applicants are entitled to an award of compensation.

Reasons for Decision

- 52. The Tribunal considered the relevant legislation referred to. The Repairing Standard is contained within s13 to the 2006 Act and is set out as follows:
 - "(1) A house meets the repairing standard if—
 - (a) the house is wind and water tight and in all other respects reasonably fit for human habitation.
 - (b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,
 - (c) the installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order,
 - (d)any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,

(e)any furnishings provided by the landlord under the tenancy are capable of
being used safely for the purpose for which they are designed,

(f).																
(g).																

- (h)the house meets the tolerable standard.
- (i) any common parts pertaining to the house can be safely accessed and used,

- (j) the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space, and
- (k) where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.
- 53. The tolerable standard as referred to in s13(h) above is set out in s86 of the Housing (Scotland) Act 1987 ("the 1987 Act") as follows:
 - (1) Subject to subsection (2), a house meets the tolerable standard for the purposes of this Act if the house—
 - (a) is structurally stable;
 - (b) is substantially free from rising or penetrating damp;
 - (c) has satisfactory provision for natural and artificial lighting, for ventilation and for heating;
 - (ca) has satisfactory thermal insulation;
 - (d) has an adequate piped supply of wholesome water available within the house;
 - (e) has a sink provided with a satisfactory supply of both hot and cold water within the house;
 - (f) has a water closet or waterless closet available for the exclusive use of the occupants of the house and suitably located within the house;
 - (fa) has a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water and suitably located within the house;
 - (g) has an effective system for the drainage and disposal of foul and surface water;
 - (ga) in the case of a house having a supply of electricity, complies with the relevant requirements in relation to the electrical installation for the purposes of that supply;

"the electrical installation" is the electrical wiring and associated components and fittings, but excludes equipment and appliances;

"the relevant requirements" are that the electrical installation is adequate and safe to use:

(h) has satisfactory facilities for the cooking of food within the house;

- (i) has satisfactory access to all external doors and outbuildings;
- (j)has satisfactory equipment installed for detecting, and for giving warning of, fire or suspected fire;
- (k)has satisfactory equipment installed for detecting, and for giving warning of, carbon monoxide present in a concentration that is hazardous to health,
- and any reference to a house not meeting the tolerable standard or being brought up to the tolerable standard shall be construed accordingly.
- 54. The Tribunal finds that the Property did not meet the Repairing Standard in two respects. Firstly, there was a lack of fixed heating system as required by \$13(c) of the 2006 Act. By the Respondent's own admission, there was no heating provided at all at the outset of the Agreement. Only when the Applicants complained about the lack of any heat source, did the Respondent provide on oil filled radiator. The Respondent had a duty to ensure that the Property complied with the terms of the Repairing Standard from the outset of the Agreement. This duty cannot be delegated. The Tribunal was also satisfied that in this regard, the Respondent also failed to adhere to \$13(h) of the 2006 Act in that the Property failed to adhere to the tolerable standard, by virtue of failing to ensure that there was satisfactory provision for heating as is required under \$86(1)(c) of the 1987 Act in which the tolerable standard is set out.
- 55. Secondly, the Property failed to meet the Repairing Standard at s13(h) of the 2006 Act, insofar as the tolerable standard was not met, by virtue of s86(1)(fa) of the 1987 Act in that there was no working shower for a period 12 weeks.
- 56. The Tribunal considered the individual heads of claim as set out by the Applicants and has decided on each as follows:
- Return of rent at 100% from 23 November 2022 to 14 February 2023 at £1038, 46
 - (i) The Applicants did not have adequate washing facilities between 23 November 2022 and 14 February 2022 when the shower was not usable. The Tribunal was not satisfied that it was at all reasonable for the Respondent to consider that a tenant should simply wash themselves in a kitchen or bathroom sink for such a lengthy period of time. This is not an adequate washing facility. The Tribunal did not consider that the Respondent stating that Ms Connor could simply use the swimming pool showers when she was working, to be at all reasonable either. A tenant is entitled to have adequate washing facilities via a shower or a bath as part of their tenancy agreement and during the entire occupation of a Property. To deprive a tenant of adequate, and private, washing facilities for a 12-week period is entirely unacceptable and a blatant breach of the Repairing Standard under the 2006 act as set out above.

- (ii) By the Respondent's own admission, there was no fixed heating within the Property at the commencement of the tenancy. By the Respondent's own admission, only after reporting the lack of heating following the Applicants taking entry to the Property, did the landlord provide a single oil heater. The Tribunal was satisfied as to the credibility of the evidence of the Applicants that the small fan heater in the bathroom was not in proper working order. By the Respondent's own admission, he did not specifically check this prior to the Applicants taking entry. Again, the Tribunal found that the Repairing Standard had been breached by the Respondent in failing to provide an adequate source of heating throughout the Property for the entire duration of the Agreement.
- (iii) The Tribunal accordingly considered that an adequate sum to be awarded in respect of this breach would be 75% of the rent due for that 12-week period, being £778.75.
- Replacement of damaged items (5 hats) at £120

The Tribunal was not satisfied on the evidence before it that the damage to the five hats owned by Mr McLaughlin was directly attributable to the issues within the Property and accordingly, this head of claim is refused.

Increased heating costs at £1445. 74

The tribunal was not satisfied based on the evidence before it that the Applicants are entitled to this head of claim. Whilst the Tribunal noted the electricity bills lodged and the information from Ofgem regarding average heating costs, the Applicants would have been aware at the point of viewing the Property and entering into a tenancy agreement for said Property, that there was no fixed central heating within the Property and that they would be reliant on plug-in heaters. Accordingly, the Applicants would have been aware at the outset that any heating source within the property would be via stand-alone oil or fan heaters which would likely run at a higher electricity cost. Accordingly, this head of claim is refused.

Damages for inconvenience at £1,200

The tribunal was satisfied that the Applicants are entitled to damages for inconvenience for the 12-week period during which they did not have adequate washing facilities within the Property. The Tribunal determined that it would be appropriate to award £100 per applicant per month for such inconvenience, at a total award of £600.

Return of deposit deduction at £100

By the Applicants' own admission, they were notified of the Landlord's proposed deposit deduction at the time of it being made to the tenancy deposit company, and they chose not to challenge same. They can accordingly be deemed to have accepted same on that basis. The tribunal does not consider it reasonable for the

Applicants to attempt to challenge such a deduction at this later stage via this application. Accordingly, this head of claim is refused

57. The Tribunal makes an award of damages in the total amount of £1,378.75 against the Respondent in favour of the Applicants.

Decision

58. The First-tier Tribunal for Scotland (Housing and Property Chamber) granted an order against the Respondent for payment of the undernoted sum to the Applicants:

Sum of ONE THOUSAND THREE HUNDRED AND SEVENTY-EIGHT POUNDS AND SEVENTY-FIVE PENCE (£1,378.75) STERLING

Right of Appeal

In terms of Section 46 of the Tribunal (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.

F.Watson

Legal Member/Chair Date: 8 July 2024