



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 70 of the Private Housing (Tenancies) (Scotland) Act 2016

Chamber Ref: FTS/HPC/CV/20/0904

Re: Property at 4 West Chapelton Crescent, Hillcrest, Bearsden, Glasgow, G61 2DE (“the Property”)

Parties:

Mr Mark Smedley, C/O Tay Letting LTD, 8 Eagle Street, Craighall Business Park, Glasgow, G4 9XA (“the Applicant”)

Mr Alan Harty, 4 West Chapelton Crescent, Hillcrest, Bearsden, Glasgow, G61 2DE (“the Respondent”)

Tribunal Members:

Petra Hennig-McFatrige (Legal Member) and Janine Green (Ordinary Member)

Decision (in absence of the Respondent)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent to the Applicant of the amount of £38,445 together with 3% annual interest thereon from today's date should be granted.

Background:

1. The application for an order for payment of rent arrears in terms of Rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 as amended (the rules) is dated 10 March 2020 and had been received by the Tribunal on 12 March 2020. The application asked for an order for payment of rent arrears, interest at 8 % and expenses.
2. The application history is set out in the CMD notes of 7 August 2020 and 30 September 2020. These and the formal directions issued on 7 August 2020 and 30 September 2020 are referred to for their terms and held to be incorporated herein.
3. Following the CMD on 30 September 2020 the Respondent did not provide any of the documents he was directed to provide. The Respondent did not lodge any written representations regarding a defence in these proceedings. The

Respondent did not lodge any bank statements or other documents from his bank to show which payments had been made by him to the Applicant.

4. The Applicant lodged witness details and detailed documentation in the email of 23 October 2020. As some of the links provided to bank statements in that email were not in a format accessible to the tribunal members the Tribunal had asked the Applicant's representative to re-send the bank statements referred to on 12 November 2020.
5. An email with the 4 pages bank statement was then received by the Tribunal on 12 November 2020 and also sent to the Respondent. The Tribunal was content to allow these documents to be introduced on the day prior to the hearing as they had been lodged on 23 October 2020 in form of a link and it was only discovered on 11 November 2020 that the link would not work on the PDF format on which the evidence was forwarded to the tribunal members.
6. The Applicant's representative had provided the documents in time, unfortunately and unbeknownst to her not in a format the Tribunal could access. The information about what the statements were meant to show was available in other documents and thus not a new matter introduced.
7. In the email of 23 October 2020 the Applicant's representative made a formal application in terms of Rule 13 of the Procedural Rules to amend the sum sought to £38,445 in the email of 23 October 2020.

Preliminary matters:

8. The hearing was scheduled to take place on 13 November 2020 at 10 am by telephone call. Mr Harty, the Respondent, sent an email at 09:17 hours on the day of the hearing with the content: "*Good morning John I have been involved and an unfortunate road traffic accident I will not be able to attend the hearing this morning Could you please make all parties involved aware And ask if it can be rescheduled To everyone's convenience My apologies again Alan Sent from my iPhone*"
9. The Tribunal clerk on instruction of the legal member notified Mr Harty as follows: "*I have made the chairperson aware of the content of the Email, and she is requesting that you supply any medical or other evidence of the road traffic accident prior to 10am, or the hearing will be going ahead. Please reply as a matter of urgency.*"
10. No further evidence was provided by the Respondent regarding his earlier email. At 10 am the telephone conference call commenced. Ms Crawford, legal representative of the Applicant took part.
11. The Applicant's representative made submissions that the hearing should go ahead as the Respondent had previously asked for extensions of periods to comply with directions and had asked for a postponement of the previous hearing on the evening prior to that first hearing date scheduled for 30 September 2020.
12. In terms of Rule 28.—(1) *The First-tier Tribunal at its discretion may, on its own initiative or on an application by a party, at any time, adjourn or postpone a hearing.* (2) *Where a party applies for an adjournment or postponement of a hearing, that party must—*
 - (a) *if practicable, notify all other parties of the application for an adjournment or postponement;*
 - (b) *show good reason why an adjournment or postponement is necessary; and*
 - (c) *at the direction of the First-tier Tribunal] produce evidence of any fact or matter relied on in support of the application for an adjournment or postponement.*

(3) The First-tier Tribunal may only adjourn or postpone a hearing at the request of a party on cause shown.

13. At the time of the first request for an adjournment the Tribunal had given the Respondent the benefit of the doubt and converted the hearing to a CMD and ordered the Respondent to provide documentation previously asked for in a direction of 7 August 2020. The Tribunal had again made a direction for the Respondent to lodge a defence to the application and details of any payments he averred had been made to the Applicant and nothing had been lodged prior to today's hearing date.
14. In terms of Rule 28 (2)(c) following the email of the Respondent on 13 November 2020 the Tribunal asked for evidence supporting the reason stated by the Respondent. No such evidence was forthcoming. No explanation was given.
15. There was no confirmation that the Respondent was unable to participate in the hearing despite having been being able to use his telephone to send the message.
16. The Respondent had failed to obtemper the directions of the Tribunal of 7 August 2020 and 30 September 2020 and not provided any explanation prior to the hearing date as to why he did not lodge the documents. The Tribunal considered this might indicate that he had not prepared for the hearing.
17. As no supporting evidence of the alleged Road Traffic Accident was provided the Tribunal did not grant the request for a further postponement of the hearing.
18. If the Respondent was able to produce conclusive evidence of his unavoidable inability to participate at the hearing, this can be appropriately dealt with in terms of Rule 30 in due course.
19. The Applicant is entitled in terms of the overriding objective set out in Rule 2 of the rules to have the application dealt with avoiding delay, so far as compatible with the proper consideration of the issues. In terms of rules 2, 12 and 30 of the rules the Tribunal considered that on balance the hearing should proceed.

The Hearing:

1. Ms Crawford stated that the Applicant's position remained unchanged. She referred the Tribunal to the documents lodged. The Applicant would not attend but as he had left the management of the tenancy to Tay Letting the witnesses from Tay Letting would be able to speak to the application. Witnesses providing evidence at the hearing were Lauren Leggat and Marcus Taylor, both from Tay Letting, the Applicant's letting agents. She then led evidence from the two witnesses, whose details had been previously intimated to the Tribunal.

Evidence of Ms Leggat:

2. Ms Leggat, who works in the accounts department for Tay Lettings Ltd gave evidence that the Respondent had paid a deposit of £5,243 on 30 August 2019 as shown in the redacted bank statement for that date. This was the only payment Tay Letting had received on that date
3. In total The Respondent only made 4 payments, namely £5,243 on 30 August 2019 representing the deposit payment, £3,000 on 12 September 2019, £2,678.18 on 23 October 2019 and £3,495 on 30 October 2019 as shown on the bank statements lodged. No further amounts were received from the Respondent after the payment on 30 October 2019. The payments covered the deposit amount and the rent for September, October and November.

4. The payments were apportioned to the relevant rent periods as shown in the rent statement of 5 October 2020.
5. There had been various attempts to resolve matters with the Respondent in emails and telephone calls to no avail.
6. The email to the Respondent of 24 January 2020 had provided the correct account details for Tay Lettings Ltd and these were the account details for the client account to which the lodged bank statements related.
7. The email of 13 January 2020 by Mrs Harty lodged in evidence by the Applicant does not include any bank details. Mrs Harty implied that a payment of £15,243 had been made in August 2019 but no such payment had been received and the sum received on 30 August 2019 had been £5,243 not £15,243.
8. The arrears of rent to date are now £41,940.00.
9. When asked by the Tribunal members whether any documentation was ever received from Santander in reply to the witnesses email of 10 January 2020 at 12:03 hours she answered that no such documentation from Santander confirming a payment of £15,243 sent to the correct account of Tay Letting was received.

Evidence of Mr Taylor:

10. Mr Marcus Taylor, Director of Tay Letting then gave evidence. He stated he has been in this post for over 11 years. The rent agreed for the property was £3495 per calendar month and the deposit sum was £5,243 This was received on 30 August 2019. The Respondent paid further rent for September, October and November 2019 but nothing since then.
11. The account details for the Tay Letting client account were Sort Code 832515 and Account number 00712820. There are about 2000 payments per day coming into this account and the account is reconciled every evening. The system is reliable. There is no surplus unallocated in the account. All payments are allocated. There is no excess amount of £10,000 in the account. Any payment into the account would be shown on the statements and the only payments from the Respondent are the 4 payments shown in the redacted bank statements lodged.
12. There had been regular communication with the Respondent to resolve the rent arrears situation. Mr Taylor stated he visited the property in order to resolve matters in April 2020 and spoke to Mr Harty. Mr Harty told him that he had made a payment of £10,000. He asked Mr Harty to provide proof and Mr Harty disappeared for about 20 minutes from the lounge and then returned with an A4 page printout allegedly regarding a remittance of £10,000, which is the production lodged with the Tribunal together with Mr Taylor's letter of 13 October 2020 to the Tribunal.
13. The printout did not confirm a payment and only mentioned a payment had been set up. He had asked Mr Harty to telephone the bank in his presence and to put the call on loudspeaker. Mr Harty then appeared to make a call but did not put this on loudspeaker and then Mr Harty appeared to confirm with someone on the call that the money would be paid on the following Friday.
14. No payment was received and Mr Taylor stated that he then returned on the following Tuesday but that his welcome was far less cordial than in the week before. Mr Harty ended that meeting stating "Mark I've done all I can" but not producing anything showing that payment had been made.
15. Mr Taylor further stated in evidence that originally the Respondent had referred to a £10,000 difference in the payment of 30 August 2019. By April and Mr Taylor's visit to the property this had changed to a payment of £10,000 being made as

shown on that remittance printout. There was now a different £10,000 mentioned by the Respondent as stated in Mr Taylor's letter of 13 October 2020. Mr Taylor stated that he thought Mr Harty did not expect that Mr Taylor would have retained the A4 document given to Mr Taylor during the visit and that this shows that a payment of £10,000 was claimed for 3 different occasions by the Respondent.

- 16.** Mr Taylor further reiterated the matters he had identified as irregularities in the remittance screenshot and email lodged by the Respondent at the CMD on 30 September 2020, in particular that the email date from the Santander email predated the Tribunal date stating 29 October 2020 when the CMD was on 30 September 2020 and bank account details did not match. Mr Taylor stated the email must have been edited. The funds were not received. He also pointed to a discrepancy between the reference quoted in the bank statements for the payments from the Respondent as AJH BPO Partners L Harty and the reference on the two remittance documents as Harty West CHAP.
- 17.** Mr Taylor stated that the Respondent had indeed asked if he could make direct payments to the landlord but when Mr Taylor asked the landlord about this the Applicant had advised him he did not wish direct contact from the Respondent and payments should continue via Tay Letting. This information was provided to the Respondent and Tay Letting did not provide any other bank details than those shown in the bank statements to the Respondent.
- 18.** Mr Taylor stated the arrears to date were now £41,940.00.
- 19.** Mr Taylor stated that there had been no contact from the Respondent to Tay Lettings for about 6 Months.

Submissions:

- 20.** Ms Crawford made submissions to the Tribunal moving for the order to be granted on the basis of the witness statements and documents produced by the Applicant. In her submissions she reminded the Tribunal of her previous representations regarding the issue of credibility of the Respondent's representations at the CMD on 30 September 2020 and asked the Tribunal in light of the evidence of the witnesses and the documents lodged to find that the documents the Respondent had lodged were not reliable.
- 21.** Ms Crawford then moved for the application to amended to the full sum stated by both witnesses of £41,450. She moved for an order for interest at 8% per annum as per the application. She was unable to point the Tribunal to a specific provision in the tenancy agreement regarding interest.
- 22.** She moved for expenses in terms of Rule 40 of the rules on the basis that the Respondent's conduct in seeking repeated postponements and not providing the information requested by the Tribunal was unreasonable. The conversion of the previous hearing into a CMD on 30 September 2020 had caused unnecessary expenses to the Applicant.
- 23.** The Tribunal in its deliberations considered the documents lodged by the Applicant with the application, the further documents submitted by the Applicant including those lodged on 23 October and 12 November 2020 and the two documents submitted by the Respondent at the CMD on 30 September 2020. All documents

are referred to for their terms and held to be incorporated herein. The Tribunal also considered the evidence of the witnesses at the hearing.

24. Based on the evidence in this case the Tribunal found the following proved or admitted:

Findings in Fact:

1. The property is let by the Applicant to the Respondent on a Private Residential Tenancy Agreement, which commenced on 12 September 2019.
2. The agreed rent in terms of Clause 8 of the tenancy agreement is £3,495 per calendar month payable monthly in advance. The pro rata payment due for September 2019 was £2,183.18.
3. The deposit for the property as per Clause 11 of the Tenancy Agreement is £5,243.00
4. The Respondent made payments to the client account of Tay Letting Sort Code 832515 and Account number 00712820 on 4 occasions as shown in the bank statements lodged by the Applicant.
5. On 30 August 2019 the Respondent paid £5,243, on 12 September 2019 he paid £3,000, on 23 October 2019 he paid £2,678.18, on 30 October 2019 he paid £3,495.
6. No other rental payments have been made after that date.
7. The payments covered the deposit amount and the rental period for 12 September 2019 to 30 November 2019.
8. No rent has been paid for the months of December 2019 and for the months of January to November 2020.
9. The current rent arrears are £41,940.
10. There is no provision for interest payments in the Tenancy Agreement.

Reasons:

1. The Tribunal makes the decision on the basis of the documents lodged by both parties, the representations made by both parties at the CMDs on 7 August 2020 and 30 September 2020 and the evidence led on behalf of the Applicant at the hearing on 13 November 2020
2. There was no dispute between the parties regarding the type and commencement of the tenancy agreement, the monthly rental amount and the deposit amount stated in the Tenancy Agreement. The Respondent had agreed at the CMD on 30 September 2020 that no rent has been paid for the period of July 2020 to September 2020. He had not disputed that the October rent had not been paid when the Applicant lodged evidence to that effect after the last CMD.
3. The question for the Tribunal was whether or not payments other than the 4 payments covering the deposit and the rent due to the end of November 2019 had been made by the Respondent.

4. As a matter of law, the burden of proof initially rests on the Applicant to prove their claim. The Applicant had submitted bank statements showing the rental payments of the Respondent and rent statements, updated at each stage of the proceedings, showing the outstanding rent calculation and reflecting the payments made. The most recent rent statement is dated 5 October 2020.
5. These documents were spoken to by the two witnesses Ms Leggat and Mr Taylor and the rent arrears calculation and the payments shown in the statements were consistent.
6. The witnesses both gave evidence that no other payments had been received.
7. The Applicant had lodged various emails in the bundle of 23 October 2020 showing email correspondence regarding rent arrears from Tay Letting to the Respondent and his wife dating back to mid December 2019.
8. The Tribunal found the witnesses giving evidence on behalf of the Applicant credible and reliable. They gave their evidence succinctly and with clear reference to supporting documentary evidence lodged.
9. The evidence of the two witnesses was mutually corroborating in so far as the payments received by Tay Letting were concerned.
10. The Tribunal considered that the information produced in form of the bank statements from the Tay Letting client account for the dates of 30 August 2019 (marked page 3 of 38) 11 to 13 September 2019 (marked 12 of 38), 21 to 25 October 2019 (marked 9 of 38) and 30-31 October 2019 (marked page 4 of 38) reliably showed the actual payments made by the Respondent to the Tay Letting client account.
11. The witnesses confirmed that no other payments had been received from the Respondent. Whilst the statements were heavily redacted, the information together with the evidence of the witnesses appeared to the Tribunal members credible.
12. The Tribunal considered that the Applicant had provided evidence for the claim of rent arrears outstanding at the sum of £41,940 at the date of the hearing.
13. If the Respondent disputes the arrears it would then be for the Respondent to provide evidence of the payments he stated were made to cover the rent from December 2019 to June 2020. His position was that the payments had been made from his business bank account. The Tribunal considered that such payments are a matter which the Respondent thus should be able to verify from bank records
14. The Respondent had been invited to make written representations in the initial notification of the application by the Tribunal in the letter to him dated 30 June 2020 by 21 July 2020. He did not do so. He was then requested in the two directions of 7 August 2020 and 30 September 2020 to lodge written

representations to set out his position and to lodge supporting documentation. He did not do so.

15. The Respondent had been unable to provide any details of further payments at the CMD on 7 August 2020 as per the CMD note. The Respondent had been directed on 7 August 2020 to submit written representations setting out his position and to provide bank statements to show what other payments he made towards the rent. He did not do so.
16. At the CMD on 30 September 2020 the Respondent stated that he had made a payment of £10,000 around June 2020 but was unable to provide a date for this.
17. He stated that he had no access to his bank statements as his business account had closed some time around April / May 2020. He was not able to provide a date for this either. Given the nature of this information the Tribunal found this unusual.
18. He tried to explain the delay in obtaining bank statements by reference to Covid 19 restrictions. He stated he had not retained any bank statements from his business account but had now requested these. He lodged an email chain purported to have been between him and Santander to obtain the statements to support this statement.
19. However, the email from Santander Customer Centre he forwarded to the Tribunal on 30 September 2020 is dated 20 October 2020 at 16:09 BST and thus dated several weeks after the date it was lodged.
20. It had as a content a letter from Santander dated 11/10/2019. The email allegedly received from Santander referred to bank statements having been collated in October 2019 and not to the relevant time period after October 2019. The email content is dated 11/10/2019 and thus predates the payments made by the Respondent on 23 and 30 October 2019.
21. The emailed content refers to a business account with account number 17682959 and is dated 11.10.2019 and refers to statements having been collated and him being able to pick these up within 7 days, i.e. in October 2019 and not recently in 2020.
22. The purported remittance advice lodged by the Respondent on 30 September 2020 refers to the business account details of Sort Code 09-01-29 and account number 45003273 from which allegedly a payment of £10,000 was successfully made to Tay Letting client account.
23. This is clearly not the same bank account as the one referred to in the forwarded email.
24. There was no explanation from the Respondent as to how he could forward an email from Santander Customer Services dated 20 October 2020, a date in the

future, on 30 September 2020. The Tribunal considered that the date on the forwarded email showed that the email was not a reliable document.

25. There was no explanation as to why the content of the email was dated 11/10/2019 when the date it was sent was allegedly 20 October 2020. The only comment of the Respondent to this at the CMD on 30 September 2020 had been that he was forwarding the email as it was.
26. Because of the discrepancy in dates the Tribunal ultimately did not consider that the email chain document was a reliable document showing efforts of the Respondent to obtain documentation to prove his position.
27. As it related to another account it could also not conceivably be used as evidence of the alleged payment of £10,000 the Respondent claimed he made in June 2020.
28. The Tribunal further found it highly unlikely that a business owner would not retain any bank statements from a business account. The Tribunal also found it highly unlikely that it would take a whole year for a bank to produce bank statements. At least the statements prior to the alleged closure of the business account in April / May 2020 should have been available by internet banking at the time.
29. The Respondent knew of the dispute of his alleged payment of £15,243 he stated he made on 30 August 2019 at the end of 2019 and thus prior to the lockdown. He should have been able to at least produce evidence of payments to the end of 2019 to the Tribunal.
30. The Tribunal considered the screenshot of a payment of £10,000 lodged at the CMD was not a document it could attach any weight to as it was not dated and the screenshot was incomplete with the bottom of the page missing.
31. The Tribunal notes that the Respondent did not provide any actual bank statements or other confirmation of a payment of £10,000 either in April or in or around June 2020 or of £15,243 on 30 August 2019. On the other hand the Applicant had provided the bank statement clearly showing a payment of only £5,243 on 30 August 2020. The Tribunal thus was satisfied that the payment on 30 August 2020 was for the amount of £5,243 and not £15,243.
32. The Respondent's position at the CMD on 30 September 2020 clearly was that he had made one payment of £10,000, which in his calculation would take the rent to about March 2020 and that this payment would have been in or around June 2020.
33. However, the Tribunal at the hearing was referred to a very similar document by witness Taylor to that of the screenshot. Mr Taylor's evidence was that an A4 document with very similar content had been presented to him by the Respondent in or around April 2020. This document had been lodged by the Applicant. Mr Taylor also gave evidence that the Respondent had used this document to try to convince the witness that a payment of £10,000 had been

made at the time of the visit of Mr Taylor to the property. When this was questioned by the witness the Respondent then allegedly telephoned the bank and told the witness the payment would be made within days. This relates to an encounter in April 2020. At the CMD on 30 September 2020, however, the Respondent referred to a payment in June 2020. The Respondent did not put forward that he had made two payments of £10,000.

34. The Tribunal thus considered that the Respondents statements about an alleged payment of £10,000 to the witness in April 2020 and to the Tribunal for a date in June 2020 were inconsistent and the Tribunal did not find these credible.
35. The Tribunal considered that there was no reliable or credible evidence that any payments had been made by the Respondent to the Applicant via Tay Letting other than the amounts shown in the bank statements lodged by the Applicant and thus was satisfied that the rent arrears at the time of the hearing on 13 November 2020 were £41,450.
36. Ms Crawford sought to amend the application to that amount.
37. However, the Tribunal considered that the Respondent did not have proper notice of the amendment of the application to that sum. Whilst the Applicant's representative on 23 October 2020 had advised the Tribunal of the intention to amend the application to the sum of £38,445 and the Respondent had received notice of that application, the email in which this was stated did not indicate that an amendment would be sought at the hearing for any further future rent arrears.
38. The Tribunal was content to allow the amendment of the application to the sum of £38,445 in terms of Rule 13 of the rules.
39. Ms Crawford moved for an order of 8% interest on the amount stated in the order. However, she was unable to show any provision in the tenancy agreement indicating this interest rate as contractually agreed. The Tribunal considered that an appropriate and realistic interest rate at present and in light of the current base rate would be 3 % and in terms of Rule 41A of the rules orders interest to be paid on the outstanding amount at the rate of 3 % per annum from 13 November 2020 onwards.
40. Ms Crawford had moved for expenses. Rule 40 of the rules makes provision that "*the Tribunal may make award expenses as taxed by the Auditor of the Court of Session against a party but only where that party through unreasonable behaviour in the conduct of a case has put the other party to unnecessary or unreasonable expense.*(2) *Where expenses are awarded under paragraph (1) the amount of the expenses awarded under that paragraph must be the amount of expenses required to cover any unnecessary or unreasonable expense incurred by the party in whose favour the order for expenses is made.*"

41. The Respondent had not obtempered any directions made by the Tribunal. This could be considered to be unreasonable behaviour in the conduct of the case. However, if anything, this had assisted the case of the Applicant. The Respondent had tried to postpone the hearing by his email of 13 November 2020 but, as set out above, the Tribunal had not considered it appropriate to grant that request. The only situation where the Respondent's conduct of the case may have had a direct effect on the expenses incurred by the Applicant in terms of Rule 40 could have been the postponement request lodged on the evening prior to the last hearing date scheduled for 30 September 2020 as this led to a further calling of the case. This is indeed what Ms Crawford's fall back position to the Tribunal was in her submissions.
42. However, although the Tribunal on that day agreed to convert the hearing to a CMD, this also allowed the Applicant to lodge the relevant bank statements, which the Tribunal had not received prior to that date and allowed the Applicant to consider which, if any, witnesses they wished to lead evidence from. Had the hearing gone ahead on 30 September 2020 the bank statements, the email history and the evidence from the witnesses would not have been available to the Tribunal. Without the bank statements and the evidence from the witnesses the Applicant may well have been in a much weaker position as regards the claim. The Tribunal was thus not minded to exercise its discretion to grant expenses in terms of Rule 40.
43. This decision on expenses in terms of Rule 40 of the rules in no way impacts on any potential claims the Applicant might have in terms of Clause (a) of the additional tenancy terms stated on page 27 of the tenancy agreement, as the expenses provision under Rule 40 solely relates to unnecessary or unreasonable expenses incurred due to unreasonable behaviour of a party in the conduct of the case and not on any contractual provisions under which expenses might be claimed. No claim under any contractual provisions was specified and evidenced in the application.

Decision:

The Tribunal grants an order for payment by the Respondent to the Applicant of the amount of £38,445 of rent arrears for the rental period of 1 December 2019 to 31 October 2020 together with 3% annual interest thereon from 13 November 2020

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.

**Petra Hennig McFatridge
Legal Member/Chair**

**14 November 2020
Date**