

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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**First-tier Tribunal for Scotland (Housing and Property Chamber)**

**Repairing Standard Enforcement Order (RSEO): Housing (Scotland) Act 2006  
Section 24**

**Chamber Ref: FTS/HPC/RP/17/0288**

**Title no: ANG60303**

**Re: Property at Flat G/2 or Westmost, 4 Tullideph Road, Dundee DD2 2PN ("the Property")**

**The Parties:**

**Mr Mark McKay, Flat G/2 or Westmost, 4 Tullideph Road, Dundee DD2 2PN  
("the Tenant")**

**Mr Norman Pollock, 16 Benvie Road, Fowlis, By Dundee DD2 5SA ("the  
Landlord")**

**Mr Lindsay Watson, Private Sector Services Unit, Dundee City Council, 3 City  
Square, Dundee DD1 3BA ("the Third Party Applicant")**

Whereas in terms of their decision dated 2<sup>nd</sup> November 2017 the First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') determined that the landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("The Act") and in particular that the landlord has failed to ensure:-

- (a) that 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; and
- (b) that the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order; and
- (c) that the fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order; and
- (d) that the house has satisfactory provision for detecting fires and for giving warning in the even of fire or suspected fire.

The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House concerned meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order, is made good.

In particular, the Tribunal requires the Landlord:-

- (a) To provide an Electrical Installation Condition Report (EICR) showing the electrical installation reaches a satisfactory standard with no C1 or C2 items reported and it to be dated after the date of the inspection by the Tribunal. The aforementioned EICR should be carried out by a suitably qualified and registered SELECT or NICEIC electrical contractor.
- (b) To replace the sealant around and behind the sink in the kitchen to ensure that it is in good order and that further damage is not caused by the condition of the sealant.
- (c) To provide smoke detectors in the hall and living room and a heat detector in the kitchen to ensure that the house has satisfactory provision for detecting fire and for giving warning in the event of fire or suspected fire. This should be in accordance with the Domestic Technical Handbook (revised 2016) as issued by the Scottish Government.
- (d) To re-plaster the living room ceiling and make good any decoration that is affected by undertaking this.
- (e) To replace all worn and holed carpets in the living room and bedroom so that they are capable of being used safely.
- (f) To ensure that the bathroom fixtures, fittings and appliances provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed, namely the shower unit, bath panel and the extractor fan (including attaching a grill to the external end of the extractor fan outlet).
- (g) To replace and make good the tiles on the bathroom wall adjacent to the shower unit.
- (h) To replace the sealant around bath to ensure that it is in good order and that further damage is not caused by the condition of the sealant.
- (i) To repair the light switch in the hall such that the light switch is in proper working order.
- (j) To replace and fit the bedroom door handle such that the door handle is in proper working order.

The Tribunal order that the works specified in this Order must be carried out and completed within the period of 12 weeks from the date of service of this Notice.

**A landlord, tenant or third party applicant 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.**

In terms of Section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

**Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on**

summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this and the preceding pages are executed by Gabrielle Miller, solicitor, chairperson of the Tribunal at Edinburgh on 2<sup>nd</sup> November 2017 in the presence of the undernoted witness: -

Collette Ann  
Bates

witness

name in full

Address

Riverside House

502 Leith Road  
Edinburgh

Gabrielle  
Miller

chairperson

# Housing and Property Chamber

## First-tier Tribunal for Scotland



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**Decision and Statement of Reasons: Housing (Scotland) Act 2006  
Section 24**

**Chamber Ref: FTS/HPC/RP/17/00288**

**Title no: ANG60303**

**Flat G/2 or Westmost, 4 Tullideph Road, Dundee DD2 2PN ("The House")**

**The Parties:-**

**Mr Mark McKay, Flat G/2 or Westmost, 4 Tullideph Road, Dundee DD2 2PN ("the Tenant")**

**Mr Norman Pollock, 16 Benvie Road, Fowlis, By Dundee DD2 5SA ('the Landlord')**

**Mr Lindsay Watson, Private Sector Services Unit, Dundee City Council, 3 City Square, Dundee DD1 3BA ('the Third Party Applicant')**

**The Tribunal comprised:-**

Ms Gabrielle Miller	-	Legal Member
Mrs Sara Hesp	-	Ordinary Member

### **Decision**

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal'), having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14(1)(b) in relation to the Property and taking account of the evidence led by the Third Party Applicant, the Tenant and the Landlord at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act. The Tribunal also determined that the Landlord had failed to comply with the Direction issued on 20th September 2017.

## Background

2. By application received 13<sup>th</sup> July 2017, the Third Party Applicant applied to the Housing and Property Chamber for a determination as to whether the Landlord has failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006.
3. The application by the Third Party Applicant stated that he considered that the Landlord had failed to comply with his duty to ensure that the House met the repairing standard in that the structure of the exterior of the House (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order, that the installations in the house for the supply of the water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order, that the fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and not in proper working order, that all furnishings provided by the Landlord under the tenancy are not capable of being used safely for the purpose for which they are designed and that the House does not have satisfactory provision for detecting fires for and for giving warning in the event of fire or suspected fire. In particular, the complaints consisted of:-
  - a) There are cracked and broken switches and socket outlets.
  - b) The electric shower has a loose cover and no control knob. The shower rail is hanging off the wall.
  - c) The outside of the fan flue protrudes out around 400mm from the wall of the building and does not have terminal grill plate.
  - d) The seal around the bath is defective and tiles have fallen off the wall.
  - e) The bath panel is not in the correct position having been pushed in.
  - f) The hollow panel door in the bedroom is damaged as is the wall directly behind it from the door handle hitting the door.
  - g) The ceiling above the bedroom door shows signs of a leak from the flat above the House.
  - h) The carpets in the living room and bedroom are worn, threadbare and holed as such they are a trip hazard.
  - i) There is a crack at the top corner of the living room door which extends up to the ceiling. The living room ceiling is extensively cracked to the extent that it is suspected that the ceiling is in danger of falling. The cornice at the living room window is extensively cracked and shows signs of movement.
  - j) There are signs of damp penetration above the living room window and damp on the wall facing the street.
  - k) The outside shows signs of rising damp.
  - l) The kitchen sink is not sealed to the wall.
  - m) The only smoke detector in the House is battery operated and does not work.

4. The Tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Landlord, the Tenant and the Third Party Applicant dated 22<sup>nd</sup> August 2017.
5. A direction was issued to the landlord on 20<sup>th</sup> September 2017. It stipulated that an Electrical Installation Condition Report (EICR) carried out by a suitably qualified and registered SELECT or NICEIC electrical contractor, showing the electrical installation reaches a satisfactory standard with no C1 or C2 items reported and dated within the last 12 months, should be provided to the Tribunal and lodged with the Tribunal no later than at the hearing on Thursday 28<sup>th</sup> September 2017 at 11.30am.
6. The Third Party Applicant had corresponded with the Landlord regarding the Tenant's complaints in emails dated from 10 – 13<sup>th</sup> July 2017.
7. The Tenant was present and represented by the Third Party Applicant. The Landlord has acted for himself.

### **The Inspection**

8. The Tribunal attended the property on the morning of 28<sup>th</sup> September 2017. The Tenant was present and allowed access. Both the Landlord and Third Party were present. It was a warm dry day during the inspection. This followed a night of heavy rain.
9. The House is located in an urban setting, near the centre of the city of Dundee. It is a ground floor right hand property in a multi-occupied tenement block built more than 120 years ago of stone and slate construction. All of the accommodation in the House is on the same floor. This consists of a living room, bedroom, bathroom, kitchen and hall. There was no gas evident in the property. There was no central heating. An immersion heater provides the hot water. The hot water cylinder tank is located in the bedroom cupboard.
10. The House was occupied and furnished with floor coverings in place. The electric plus heating was not operating but the property was not cold.
11. The living room was inspected first. It was noted that there was extensive cracking to the ceiling. The Tenant reported crumbling or falling plaster from the ceiling. The walls were mainly inaccessible due to a lot of furniture and boxes being stacked in the room. A sofa was moved to allow access to the area in the corner. This corner consisted of the front wall and side wall on the left-hand side of the room. Damp readings were taken but the damp meter readings were within an acceptable range. The meter showed a green reading. Most of the living room carpet was not able to be accessed as it was under furniture or a large rug. Where carpet was visible, it showed staining and a small hole from wear and tear. The internal wall (common to the hallway) has cracking evident in the wall finish which is mirrored in the hallway.

12. The Tribunal then inspected the hallway. The consumer unit (fuse board) was situated high on a wall by the kitchen door. It looked fairly new. The light switch at the bathroom door was smashed. The cause of this was not clear from the inspection. The smoke detection system was not working. It was not wired in. There was a battery-operated alarm. There was no battery in it.
13. The kitchen was then inspected. The strip light was not working. The only light available was the small desk light. The sealant around the sink was in a poor condition.
14. The bathroom was then inspected. There was no control knob to the shower unit. It was very old. The bath panel was not properly fixed. The shower riser rail did not support the showerhead and it was not properly fixed to the wall. The bath sealant was mouldy and likely defective. There was an area of wall beside the bath missing tiles that had been covered with plastic from a bin bag. The extractor fan was not working as it was stuffed with paper. An outlet was formed by a hole in the wall lined with plastic piping extending out over the neighbouring property through the stonework side elevation. It did not have a grill at its end. There was a growth of mould on the ceiling.
15. The bedroom was then inspected. There was a patch of damp staining on the ceiling above the built-in cupboard and near the doorway. The door and left hand wall on entering the room had damaged panels and had been taped. The door handle was missing on the hall side of the door. There was a small dent to the wall where the door handle had damaged the wall by banging it or hitting it.
16. During the inspection photographs were taken by the Tribunal and a schedule of photographs is attached to this decision.
17. The inspection was concluded and the Tribunal travelled to the venue for the hearing.

### **The Hearing**

18. The hearing took place at Caledonia House, Greenmarket, Dundee. The Tenant, Landlord and Third Party Applicant were present.
19. The Landlord made the Tribunal aware that there were other issues between himself and the Tenant. This involved legal action to evict the Tenant. The Landlord gave the Tribunal an A4 ring binder containing further documents. The Landlord provided this to the Third Party Applicant and the Tenant at the same time. The paperwork consisted of correspondence to the Tenant dating back to 1<sup>st</sup> November 2011, correspondence between his solicitor and the Tenant's solicitor relating to

a Notice to Quit, an EICR with all C2 faults dated 6<sup>th</sup> May 2016, an Electrical Installation Certificate dated 31<sup>st</sup> May 2016, various invoices including for solicitor fees and a report from DM Hall dated February 2016. The DM Hall report had been submitted with the application. It was explained to all parties that the remit of the Tribunal was restricted to the Repairing Standard. Other ongoing issues could not be taken into account.

20. The Third Party Applicant advised the Tribunal that his purpose for making the application was for the Repairing Standard to be met. The Landlord advised that Tenant is on the housing list with Dundee City Council. He advised that he has been trying to get his property back for 9 years and has another court date coming up soon. The court action has been raised by the Landlord with regards to evicting the Tenant.
21. The property was discussed room by room.
22. The Living room was discussed first. The Ordinary Member advised that damp readings were taken but that they were green which indicates that the level of moisture present was not of concern. The Ordinary Member advised that the crack in the ceiling was inspected as was the vertical cracking with the wall shared by the hall and that the carpet was found to be torn and worn. It was noted that all of the carpet could not be seen due to the large amount of furniture and boxes and a large rug which was laid on the carpet. The Third Party Applicant noted that there was heavy rain the night before and was satisfied that it was a good time to test for dampness. The Third Party Applicant raised his concerns that the ceiling was dangerous and could fall. The Tenant confirmed that he thought that it was unstable but had not noticed it. He does not use that room and has not done so for years. He only goes into it when he needs something out of his boxes. The Landlord referenced the DM Hall report stating that the issue relating to dampness was a result of the room not being properly ventilated or heated and that the boxes stacked in the room contributed. It was his view that the cracks were age related. The Third Party Applicant noted that there was no smoke detector in living room.
23. The hall was discussed next. It was noted that there had clearly been some electrical work done as the new distribution board had been installed at a high level. The smashed light switch was discussed. The Third Party Applicant did not know if it was damage or wear and tear. The Tenant advised that it happened when he was in the house but he did not remember how it happened. He was able to confirm that it happened a couple of years ago and he had informed the Landlord. The Landlord advised that he only knew about it when the DM Hall report was completed. He also did not know how it happened. It was noted by the Tribunal that the report by DM Hall was compiled over a year and half prior to the Tribunal date. The Landlord advised that he had made some enquires with an electrician but had been initially advised that work commitments and holidays prevented it being done. He had not pursued it further but advised he would look to get it repaired right away.



24. The bathroom was discussed next. It was noted that there were tiles off the wall, which was covered by a bin bag, the fan was stuffed with paper and did not have a grill, the electric shower was broken with no control knob, the seal around the bath was mouldy and the bath panel was not fitting. The Third Party Applicant noted that everything was covered that was of issue. The Tenant did not know if the fan worked or not when the paper was taken out of it. The Tenant had put the paper in to stop children putting stones into the plastic pipe on the exterior wall as it did not have a grill on it. The Tenant noted that the ceiling was saggy as a result of a leak from the above property. There is a similar leak in the bedroom. The Tenant advised that there has been a long history of water damage from this leak. The Tenant advised that the leak was the cause of damage to the bathroom wall which caused the tiles to come off the wall. The tiles had started to get loose. The Tenant reported that they have been like this for years. He has informed the Landlord about it. The Tenant advised that bath panel will not stay in place and will dislodge when the door opens. He advised that the shower control knob is present but he does not use the shower as it is dangerous. The Landlord confirmed that the Tenant did tell him about the leak from the above property. He was not able to do anything when the leak was reported as the tenant in the above property was away. He confirmed that the leak had happened some time previously. With regard to the shower, the Landlord advised that at the time that it was reported he was taking court action to remove the Tenant from the property. He was informed by the Tenant that he was high up on the Dundee City Council housing list. The Landlord did not take any further action as he did not anticipate the Tenant being in the property much longer.
25. The bedroom was discussed next. It was noted that there was damp staining on the ceiling from a leak from the property above, there was damage to the door on both sides and a hole in the wall from the door handle. There was a hole on the wall on the entrance to the bedroom on the opposite wall from the door and there were concerns with the condition of the carpet. The Third Party advised that he did not know how the door was damaged. The Tenant advised that there was a hook on the door holding belongings. It had fallen and caused difficulty for the Tenant to gain entry to the room. He had to force his way in. It was during this that the door was damaged. He said that the hole on the wall to the right of the entrance was due to damp from the leak. He noted that the carpet was worn due to wear and tear. The Landlord then said that the carpet would have expected to have been subject to wear and tear as it had not been changed since the start of the tenancy. He had offered to change it before the Tenant moved in 18 years ago but the Tenant had refused the offer. He noted that he offered to decorate the House too. The property has not been decorated for the whole period of the tenancy. It remains with the same carpet, curtain and blinds since the Tenant moved in. The Landlord did not agree that the hole in the wall on the right of the bedroom entrance was due to dampness. He was of the view that it was layers of wallpaper coming off. He noted that it might just be plasterboard or hard board as it is only a stud wall. The Landlord said that he was last in the property at the

end of July 2017. The Landlord does not carry out annual inspections. He was concerned by the lack of communication by the Tenant to his letters or texts.

26. The kitchen was discussed next. The sink sealant was mouldy. There was no movement in the sink. The Tenant, Third Party and the Landlord had no comments on this except that this may be within the DM Hall report.
27. All parties were asked if they wished to make any further comment. The Third Party advised that he felt that everything had been covered in the Hearing. He said that he felt that the reason why the application had been raised was that there had been a lack of action by the Landlord. The Tenant said that his main concern was that the repairs had not been done. He advised the Tribunal that the Landlord had said in court that no repairs had been done ever. The Landlord said that he had been asking the Tenant to leave for 9 years. He had put it in writing to the Tenant 6 years ago. The Landlord said that he did not want to carry out repairs as he was looking to have the Tenant evicted from the House.

### **Summary of the issues**

28. The issues to be determined are:-

- a) Whether there was damp in the living room.
- b) Whether the cracks in the living room and hall were due to the age of the property or they needed repaired.
- c) Whether the carpets in the living room and bedroom were suitable.
- d) Whether the shower (including the shower riser rail) is defective.
- e) Whether the extractor fan and outlet were fit for purpose in the bathroom.
- f) Whether the bath panel should be fixed in place.
- g) Whether the sealant to the bath required replacement
- h) Whether the tiles on the bathroom wall needed to be replaced.
- i) Whether the staining on the ceiling of the bedroom was relevant to the Tribunal.
- j) Whether the bedroom door and the cracking and associated holes in the walls needed to be fixed.
- k) Whether the kitchen sink needed new sealant.
- l) Whether the electrical system (including cracked sockets and switches) are defective and whether an EICR is required.
- m) Whether the smoke detector in the hall is sufficient

### **Findings of fact**

29. Having considered all the evidence, the Tribunal found the following facts to be established:-

- a) The tenancy is an assured tenancy between the Landlord and the Tenant. The tenancy commenced on 1<sup>st</sup> July 1999.
- b) The Direction dated 20<sup>th</sup> September 2017 had not been complied with as there had been no EICR submitted to the Tribunal with no C2 faults.
- c) There was no evidence of damp in the living room on the day of inspection, meter readings were done and were found to be within an acceptable range.
- d) There is cracking to the plaster of the cornice and the ceiling in the living room. There was cracking to the wall between the living room and the hall. This is most likely settlement cracking consistent with a property of this age.
- e) The sealant in the kitchen needs to be replaced. If not replaced then there is likelihood of water ingress to the area behind the sink.
- f) The shower is not working and old. It needs to be replaced.
- g) The shower riser rail needs to be replaced and properly fixed to the wall.
- h) There is not a functioning fan in the bathroom.
- i) There are tiles missing from the bathroom wall.
- j) The sealant in the bathroom needs to be replaced and the bath panel secured to the bath.
- k) The smoke detector in the hall was not working and was not wired into the mains. There was no smoke detector at all in the living room and no heat detector in the kitchen.
- l) There is not a functioning door handle to the bedroom door.
- m) The carpet to the bedroom and the living room in the property is worn. It is threadbare with holes in it.
- n) The light switch in the hall is damaged.

### **Reasons for the decision**

- 30. The Tribunal determined the application having regard to the terms of the application, the written representations received prior to the hearing, the findings of their inspection and the evidence of the Tenant, Third Party Applicant and Landlord.
- 31. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information and material upon which to reach a fair determination of the application.
- 32. The Tribunal was in no doubt, from its inspection that the property did not meet the Repairing Standard. There was clear evidence of the bathroom not being fit for purpose with a broken old shower, tiles not on the wall beside the bath, the extractor fan not being adequate, the bath panel not being secured onto the bath and the bathroom sealant needed to be replaced. The carpet was worn in the living room and bedroom. The House did not have interlinked smoke alarms in accordance with the Scottish Government's Building Standards Division Domestic Technical Handbook (revised 2016) in both the living room and hall nor a heat detector in the kitchen. There was also a broken light switch in the hall,

mouldy sealant in the kitchen and a crack in the living room ceiling which needs the ceiling to be re-plastered. There was no evidence in the form of an up to date Electrical Installation Condition Report to confirm that the electrical installations were safe.

33. Accordingly, in view of its findings the Tribunal had no option but to conclude that the Landlord was in breach of the duty to comply with the Repairing Standard.
34. The Act states that where a Tribunal decides that a landlord has failed to comply with their duty to ensure a property meets the Repairing Standard, the Tribunal "must by order require the landlord to carry out such work".
35. The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of section 24(2) of the Act.
36. The Tribunal found that information required in terms of the Direction issued on 10<sup>th</sup> September 2017 had not been provided and accordingly the Landlord had failed to comply with the said Direction.
37. The Tribunal did not find the state of the bedroom door to be a matter for the Tribunal, save for the door handle at least being fixed, as the Tenant admitted that he had damaged the door. This is a matter for a repair as per the lease and not a Repairing Standard issue.
38. The patch of damp staining to the ceiling in the bedroom above the built-in cupboard and near the doorway may have affected the décor to the wall on the right-hand side of the bedroom door.

## **Observations**

39. The Tribunal would wish to point out that the window sill in the living room has staining to it but that the damp around the window area was not intimated to the Landlord though the DM Hall report noted possible problems with the window seal. There may be damp ingress around the window but it is outwith our remit as it was not mentioned in the Tenant's application.
40. The Tribunal noted that the Third Party had raised an issue of damp in the living room and on the outside wall. The Tribunal inspected the outside wall and found no evidence of rising damp. It was raised in the hearing that the room was not used except for storing the Tenants belongings in boxes. The Tribunal but it was considered that the presence of condensation in the House may arise partly from the lack of a proper heating system in the House which only has electrical panel heaters and the large number of items stored in the living room. It was not an issue for the Tribunal.
41. While it was not deemed to be a matter for the Tribunal, it was noted that the crack on the wall common to the hall and living room had been raised

in the DM Hall report and would require monitoring as it may affect not only the House but other properties in the tenement building.

42. The Tribunal also noted the mould growth to the ceiling in the bathroom. This was also deemed not to be a matter for the Tribunal but it was considered that the presence of condensation in the House may arise partly from the lack of a proper heating system in the House which only has electrical panel heaters.

### **Decision**

- (a) The Tribunal accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.
- (b) The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1) which if the Landlord fails to comply with the RSEO the Landlord will have committed an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale
- (c) The decision of the Tribunal was unanimous.

**In terms of section 46 of the Tribunals (Scotland) Act 2014, a party aggrieved by the decision of the tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.**

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

**Gabrielle  
Miller**

G Miller, Chair

2<sup>nd</sup> November 2017