



## **Repairing Standard Enforcement Order**

**Ordered by the Private Rented Housing Committee**

**prhp Ref: PRHP/RP/14/0162**

**Re : Eastmost ground floor flat, 68 Bedford Road, Aberdeen AB24 3LP ("the Property")**

**Title No: ABN96747**

**The Parties:-**

**Miss Temitope Adewuyi, 68 Bedford Road, Aberdeen AB24 3LP ("the Tenant")**

**Richard Bean ("the Landlord") care of his agents Grampian Accommodation Agency, 24-26 Marischal Street, Aberdeen AB11 5AJ**

### **NOTICE TO Richard Bean ("the Landlord")**

Whereas in terms of their decision dated 11 November 2014, the Private Rented Housing Committee determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord has failed to ensure that the Property meets the repairing standard in that :-

the sofa bed being part of the furnishings provided by the Landlord under the tenancy are not capable of being used safely for its designed purposes;

the Private Rented Housing Committee 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 Private Rented Housing Committee requires the Landlord:-

to replace the double sofa bed with a new such item that can be used safely and that bears a label stating it to be cigarette and match resistant and compliant with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 1989, 1993 and 2010) and includes a mattress which meets the low hazard category of British Standard 7177 with the labelling provided for in that (Kitemark) Standard.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 21 days from the date of service of this Notice.

**A landlord or a tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.**

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

In witness whereof these presents type written on this and the preceding page(s) are executed by David Bartos, Advocate, Parliament House, Parliament Square, Edinburgh EH1 1RF, Chairperson of the Private Rented Housing Committee at Edinburgh on 11 November 2014 before this witness:-

David Bartos witness  
chairperson

Robin Galloway

ROBIN GALLOWAY name in full

7 WAITEDALES Address

EDINBURGH

IT MANAGER Occupation



**Decision of Private Rented Housing Committee  
under Section 24 (1) of the Housing (Scotland) Act 2006**

Statement of Reasons for Decision of the Private Rented Housing Committee

(Hereinafter referred to as "the Committee")

Under Section 24(1) of the Housing (Scotland) Act 2006

Case Reference Number: PRHP/RP/14/0162

**Re : Eastmost ground floor flat, 68 Bedford Road, Aberdeen AB24 3LP ("the Property")**

**Title No: ABN96747**

**The Parties:-**

**Miss Temitope Adewuyi, 68 Bedford Road, Aberdeen AB24 3LP ("the Tenant")**

**Richard Bean ("the Landlord") care of his agents Grampian Accommodation Agency, 24-26 Marischal Street, Aberdeen AB11 5AJ**

**The Committee comprised:-**

Mr David Bartos                      - Chairperson  
Mr Angus Anderson                - Surveyor member

**Decision**

The Committee, 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 Tenant at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006.

**Background:-**

1. By application received on 2<sup>nd</sup> July 2014, the Tenant applied to the Private Rented Housing Panel ("PRHP") for a determination that the Landlord had failed to comply with the duty to ensure that the Property met the repairing standard in section 13 of the Housing (Scotland) Act 2006.
2. In her application the Tenant complained that the Landlord had failed to meet the repairing standard in that the sofa provided under the tenancy was not capable of being used safely for the purpose for which it had been designed (section 13(1)(e) of the 2006 Act); and that the fittings and appliances supplied by the landlord being the toaster, the iron, the

refrigerator and the carpet in the lounge were not in a reasonable state of repair and in proper working order (section 13(1)(d) of the 2006 Act). The issues in respect of the sofa, the iron and the carpet had been raised in written comments made by her on the Inventory signed and initialled by her and sent to the Landlord's agents by e-mail on 4 June 2014, albeit the Tenant was content with the condition of the carpet given its age. The issue in respect of the toaster was raised by e-mails by her to the Landlord's agents dated 6 June 2014. That in respect of the refrigerator was raised in an e-mail to the agents of 8 July 2014.

3. The President of the Private Rented Housing Panel decided under section 23 of the 2006 Act to refer the application to a Private Rented Housing Committee. That decision was intimated to the Tenant, and to the Landlord's letting agents by letter of the Panel's Clerk dated 27 August 2014 and entitled "Notice of Referral". The Committee comprised the persons stated above. The intimation of the Notice of Referral to the Landlord and her agents included a copy of the Tenant's application to the Panel.
5. Following intimation of the Notice of Referral, the Tenant intimated by means of a form dated 14 September 2014 and received by the Panel on 16 September 2014 that she wished to attend a hearing. The Landlord's agents intimated by means of a form dated 15 September 2014 that they wished to attend a hearing. They also provided one page of written representations. There was no response from the Landlord himself. An inspection of the house and hearing at The Credo Centre, 14-20 John Street, Aberdeen AB25 1BT was fixed for 30 October 2014 at 11.30 a.m. and 12. 30 p.m. respectively. The date and times were intimated to the Tenant, the Landlord, and to her letting agents by letter dated and sent on 7 October 2014.

### **The Inspection**

6. The Committee inspected the Property on 30 October 2014 at 11.30 a.m. The Tenant and Mrs Caren Leaper from the Landlord's agents were present. The weather was dry, bright and sunny. The inspection revealed that the Property is a ground floor flat in a tenement on the south-east side of Bedford Road in the Kittybrewster area of Aberdeen. The tenement comprises two floors above the ground floor. The Committee carefully inspected the matters which were the subject of complaint.

### **The Evidence**

7. The evidence before the Committee consisted of:-
  - The application form
  - Copy e-mails from the Tenant to the Landlord's agents dated 2, 3, 4, 6, and June 2014 and 8, 23, 25, 28 and 29 July 2014, 6 and 12 August and 2, c.12, and 13 October all 2014

- Copy e-mails from the Landlord's agents to the Tenant to the dated 2, 3, 4, 6, and 17 June 2014 and 8, 21, 25, and 28 July 2014 and 7, 13 and 19 August, and 2, 9, 13 (2No.), and undated October 2014
- Copy short assured tenancy agreement between the Tenant and the Landlord dated from 14 May 2014
- Copy photographs (2No.) of sofa cushions and of electricity cable (1No.)
- Copy letter from the PRHP to the Tenant dated 7 July 2014
- Registers Direct copy of title sheet ABN96747 dated 16 July 2014
- Copy Inventory for Ground Floor Left, 68 Bedford Road, Aberdeen (4 pages) initialled and signed by the Tenant
- Written submission from the Landlord's agents
- Copy e-mail from John Lewis to the Landlords' agents dated 12 September 2014
- Copy e-mail from the Tenant to PRHP dated 14 October 2014
- The oral evidence of the Tenant, including a mobile telephone photograph dated 24 September 2014 timed at 11.39 hrs
- The oral evidence of Caren Gray or Leaper

### **The Hearing**

8. At the conclusion of the inspection the Committee held the hearing within the Credo Centre, 14-20 John Street, Aberdeen AB25 1BT. The Tenant attended the hearing. The Landlord was represented by Mrs Caren Leaper of Grampian Accommodation Agency. During the course of the hearing both the Tenant and Mrs Leaper gave evidence and made submissions.
9. Both the Tenant and Mrs Leaper confirmed that the new refrigerator/freezer had been installed into the Property on 17 September 2014, and that the iron and toaster, including its electric cable had been replaced. The Tenant confirmed that she was no longer insisting on her complaint in these respects.
10. The Tenant spoke to her initial visit to the Property in early May 2014 after she had seen an advertisement for the letting of the Property. In the advertisement she had seen a photograph of the interior which showed only a segment of the sofa. She had asked the agents about the sofa and the curtains which had been missing during her visit. Following the visit she had not been expecting the sofa and had been planning to bring the bed from the kitchen into the living room. She saw the sofa for the first time upon taking entry on Friday 30 May 2014. She described seeing the spots of mould on the sofa and the underside of the cushions as well as the smell inside the living room and the flat as a whole.
11. Thereafter the Tenant described her attempts to contact the agents to complain about the sofa within her e-mails during the week after entry. She referred to the photographs that she had taken and e-mails to the agents and her compilation of the inventory, the handwriting on which was

hers (apart from the words "New CC" on page 4) the difficulty in doing so caused by the effect on her health on entering the room and its eventual submission to the agents. The Tenant spoke to her efforts culminating in an upholstery cleaner attending on the instructions of the agents who carried out a spot cleaning only of the marks of mould and took away the seat cushion covers for cleaning.

12. The Tenant said that she had kept the window of the lounge open to the extent of an arm's width, during daylight hours until August when a lady suggested that this might be a security risk. She had not used the living room at all since taking entry other than for storing items including documents in the two wardrobes. She switched on the heating every night, even in the summer, when she was at home.
13. She referred to the cushion covers having been returned by the agents, cleaned. The agents had informed her by mid June that nothing further would be done until there were further signs of mould. Nevertheless she had chest pain from her coughing and went to see her GP. Following a call to a friend in Glasgow she had gone to the CAB who had advised her to see her GP. An e-mail to Aberdeen City Council had informed her about the PRHP and, dissatisfied with the agents' unwillingness to replace the sofa, she had applied to the PRHP.
14. Further signs of mould had occurred by 5 August when on a routine inspection by the agents' representative she had sought to point this out. These were present at the agents' inspection on 26 September 2014 by Lisa Campbell. She, the Tenant, had taken a photograph on her mobile telephone of the recurrent mould on the on the left arm of the sofa and on the front edge of the sofa. Ms Campbell had tested the sofa without the mattress. She cleaned the cushion covers on the Sunday after the 26 September inspection. However the agents did not get back after that inspection. She therefore retained the rent in order to make the agents act. She threw away the old mattress from the sofa. The room got a bit better.
15. With regard to the carpet while it was stained, she did not think that she could not live with it. Her complaint was made only after the GP suggested that it might have affected the room.
16. With regard to the wall, the Tenant said that Jenny (Tatcek) from the agents had told her that the staining had been there for 5 years. It was dry but black staining. The Tenant thought that it might be staining from smoking. Only the CAB advised her that it might be mould. For that reason she mentioned it in the application to the PRHP.
17. Mrs Leaper gave evidence for the Landlord. She spoke to having carried out a viewing on or about 29 July when there was no spots of mould on the sofa. That was her only visit to the Property before the PRHP inspection. On 5 August the inspection had been carried out by Jenny Tatcek and there was no mould then. The only time that mould had been

seen was when Lisa Campbell came for the mattress in September. The mattress was replaced to-day (30 October) at the first opportunity.

18. Mrs Leaper said that the sofa was 5 to 6 years old and had always been in the Property. It was mentioned in the inventory which had been prepared when the previous tenant had moved out. Cleaners had come into the Property at that time. She had not written the e-mail to the Tenant of 18 June 2014 stating that the previous tenant had chosen to store the item. A colleague, probably Lisa Campbell had used her name in writing it.
19. On the carpet, Mrs Leaper said that the marks on the carpet would not come out with cleaning. They were ingrained staining. The Property had been let as seen. A notice to quit had been served on the Tenant to take effect on 30 November 2014. The Property was not being marketed for re-letting.
20. The Committee found that it had no reason to doubt the substance of the Tenant's oral evidence and found to be credible and reliable. Mrs Leaper had little direct experience of the Property. She did not carry out the inspection of 5 August and was not in a position to comment on its extent and whether there was or was not mould present. Equally she did not carry out the pre-tenancy visit by the Tenant and could not comment directly on whether the sofa had or had not been there. Nor did she compile the inventory. Aside from the evidence of her own inspection in July her evidence was heresay. Her explanation of the e-mail of 18 June 2014 to the Tenant purportedly written by her was unsatisfactory. No explanation was given for the *prima facie* unsatisfactory situation that her name was being used by others for e-mails without any indication on the e-mail that this was being done. In any event the position of the writer of the e-mail of 18 June was consistent with the Tenant's evidence that the sofa had been absent. If the sofa had been present at the time of the Tenant's pre-tenancy visit it is difficult to see why the e-mail had not said this in response to the Tenant's complaint rather than confirming that the sofa had been stored by the previous tenant. For these reasons the Committee found Mrs Leaper's evidence not to be reliable except on uncontroversial matters. In contrast the Tenant gave her evidence in a clear and straightforward manner.
21. For these reasons where Mrs Leaper's evidence was in conflict with that of the Tenant, the Committee preferred that of the Tenant. The findings in fact below are based on the Tenant's oral evidence except in so far as based on the documentary evidence mentioned above and the Committee's inspection.
22. The Committee had before it a letter from the Tenant's GP, Dr Emma Mathieson dated 24 October 2014 together with a document headed "Damp and Mould - Health risks, prevention and remedial actions" from the World Health Organisation in Europe. These documents had been produced by the Tenant in response to the Committee's direction dated 13

October 2014. However copies had not been received by the Landlord's agents before the hearing. Mrs Leaper objected to their admission on the grounds that she had not had sufficient opportunity to consider their terms and if necessary to respond to them.

### Findings of Fact

23. Having considered all the evidence, including their inspection, the Committee found the following facts to be established:-

- (a) The Property is a ground floor flat in a tenement on the south-east side of Bedford Road in the Kittybrewster area of Aberdeen. The tenement comprises two floors above the ground floor. It dates from around 1900. It comprises a hallway, lounge (facing the front), kitchen (which also serves as a bedroom), and a bathroom. There are central heating radiators in the lounge, hallway, bathroom and kitchen.
- (b) On or between 5 and 10 May 2014 the Tenant visited the Property. She had seen an advertisement for the letting of the Property. On the advertisement there had been a photograph of the inside of the Property. This had shown a part of a sofa. The sofa was not present in the lounge or elsewhere in the Property at the time of the visit. It had been kept in storage outwith the Property by the previous tenant. On 14 May the Tenant and the Landlord entered into a lease ("short assured tenancy") for the Property for 6 months commencing on 30 May 2014. On Friday 30 May 2014 the Tenant took entry to the Property.
- (c) On entry to the Property there was a smell of air freshener beneath which there was a smell of damp. In the lounge there was a sofa. The sofa was for two persons, covered with brown fabric and with a bed folded inside it. It was situated on the left of the lounge as one enters it parallel to the wall adjoining the stairwell passage. It had visible signs of mould on its left arm. The mould was of a greyish white colour. On closer inspection there was further mould on the front inside edge of the sofa. On the underside of the seating cushions there was extensive mould. There was an ever-present smell.
- (d) The Tenant tried to telephone the Landlord's agents (Grampian Accommodation Agency) on the same day. She sent a text message to them. There was no response over the weekend. She opened the window of the lounge over the weekend to ventilate the room. This was to no appreciable effect. The Tenant suffered from allergy to mould spores. Her brief visits to the room over the weekend left her coughing, sneezing with her nose dripping and eyes itching. She was not able to pull out the sofa bed element. On Monday 2 June 2014 she sent an e-mail to the agents attaching photographs of the mouldy cushions which she had taken. In the e-mail she complained of the sofa being a health hazard and requested its removal.

- (e) Following the complaint the agents agreed to send around an upholster cleaner to clean the sofa. In the meantime the Tenant completed the Inventory of the moveable items covered in the lease which she had begun to complete on 30 May but had been unable to complete due to the sofa and the difficulties for her in entering the lounge. The inventory is referred to for its terms which are held to be repeated in these findings in fact. It indicates the state of the Property at the time of entry under the lease.
- (f) The lounge carpet had ingrained marks including two areas of heavy brown marks towards the centre left of the lounge upon entry, four large brown patches at the window and a large brown patch near the television aerial connection. It also had a black mark on the front right of the lounge upon entry.
- (g) The lounge ceiling had around 50 grey speckles plus many small black/grey speckles on the upper parts of the room at the corners with the outside wall. These were spots of mould. There were 4 areas of staining on the wall below the window.
- (h) On or about 6 June 2014 an upholstery cleaner attended at the Property. The seat cushions were taken away for cleaning. The mould marks on the body of the sofa were spot cleaned. After this the Tenant continued to ventilate the lounge during the hours of daylight until August 2014. She used the heating from the radiators at night. Following the visit of the cleaner and cleaning of the cushion covers and the body of the sofa, the Tenant continued to experience coughing, sneezing and other respiratory symptoms. By e-mail of 16 June she requested the removal of the sofa by the Landlord. There being no further response the Tenant lodged the application with the PRHP.
- (i) A new iron and toaster were supplied by the Landlord on or about 5 August 2014. These met the Tenant's complaints in that respect.
- (j) On 5 August 2014 a routine inspection of the Property was carried out by the agents. It was carried out by the same person who showed the Tenant around at the outset before she had taken on the tenancy. The Tenant continued to avoid using the lounge. She entered it only for things that she did not need on a day to day basis and for documents. After August she left the kitchen window open, leaving the door open to the hallway and lounge until October.
- (k) On or about 17 September 2014 the Landlord replaced the refrigerator/freezer with a new Beko appliance This has met the Tenant's complaint in respect of the former refrigerator/freezer.
- (l) On Friday 26 September 2014 there was a further inspection by the agents' Lisa Campbell. There was mould on the body of the sofa at

that time. Ms Campbell removed the mattress of the sofa bed element but found that the sea could not support a person's weight without it. She did not agree to remove the sofa. On Sunday 28 September the Tenant cleaned the cushion covers and the arms of the sofa. Given the refusal of the Landlord to remove the sofa the Tenant decided to retain the next instalment of rent. She confirmed this by e-mail to the agents dated 2 October 2014.

- (m) By e-mail of 13 October 2014 to the Tenant, the agents confirmed that a new mattress would be obtained for the sofa.
- (n) At inspection on 30 October 2014 the sofa was in the corner of the room between the front wall and the wall adjoining the stairwell passage. It had a number of patches of greyish mould mainly on the inside of the left arm, the front edge of the sofa adjacent to the mattress, and also on the front of the left arm. It had mould on the right arm also. It had a rusty spring. The mattress was missing. It was replaced by agents' Mrs Leaper with a new mattress during the course of the inspection. Mould spores can cause damage to health.
- (o) In the front left of the lounge, upon entry and inspection, the beige carpet in the lounge has rust coloured grill patterned markings. These are consistent with the underside of a metal mattress support. There is an orange spot closer to the front wall of the room, and a number of dark brown stains below the front window.
- (p) At inspection on 30 October 2014 there were patches of damp looking wallpaper below the ceiling in the front corner of the lounge adjacent to the common stairwell passage and outside wall. There were patches of damp on the ceiling above this wallpaper. At the front corner adjacent to the outside wall and neighbouring tenement, there were patches of damp on the wallpaper immediately below the ceiling. On the ceiling itself in the corner there were numerous spots of mould and also patches of dampness in appearance. Damp meter readings disclosed widespread, moderate (above normal but not high) levels of dampness to plaster wall finishes, consistent with condensation. The lounge had a smell of damp.

### **Reasons for Decision**

- 24. The Committee considered whether the sofa bed breached the repairing standard in section 13 (1) (e) of the 2006 Act. Under section 13 (1) (e) the landlord requires to ensure that at all times during a tenancy any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
- 25. In reaching its decision, having regard to the fact that the Landlord's agent had not had the opportunity of seeing the two documents produced by the

Tenant pursuant to the direction, the Committee was unable to have regard to these.

26. With regard to the sofa bed, it was submitted for the Landlord that sofa had been present at the time of the Tenant's initial visit and that there was nothing amiss with the sofa at that time, given that a Landlord's inspection had been carried out at that time and no defect regarding the sofa had been noted. It was also submitted for the Landlord that the absence of mould in the cushions during the inspection demonstrated that the sofa did not have any mould within it that had not been cleaned. It was also submitted that the mould seen by the Committee on the sofa had been created through the misuse of the Property by the Tenant. The Tenant's position was in accordance with her evidence, as already noted.
27. The Committee could see no evidence to support the mould having been created by the Tenant through the misuse of the Property. It was clear that the mould was present in the sofa at the outset of the lease. After spot cleaning the mould had recurred on the arms and front edge of the sofa. The rusty spring indicated that the sofa had experienced significantly damp conditions. In these circumstances and in the absence of any thorough cleaning of the body of the sofa specifically designed to cleanse it from mould spores, the Committee took the view that the sofa was contaminated by mould. It was self-evident to the Committee that such a sofa could cause respiratory difficulties for a user. The replacement of the mattress was insufficient to address the risk to users.
28. In these circumstances the Committee concluded that the sofa was not capable of being used safely for the purpose for which it was designed. For these reasons there was both in relation to the sofa a breach of the repairing standard in section 13 (1) (e) of the 2006 Act.
29. The Committee considered whether the carpet breached the repairing standard in section 13 (1) (d) or (e) of the 2006 Act. Under section 13 (1) (d) the landlord requires to ensure that any fixtures or fittings provided by him are in a reasonable state of repair and in proper working order. Under section 13(1)(e) the landlord must ensure that furnishings are capable of being used safely for the purpose for which they were designed. While the carpet had staining as set out in the Committee's findings, the Committee found that these were cosmetic and given their limited extent did not render the carpet not in a reasonable state of repair or in proper working order. They did not render the carpet unsafe to use.
30. In these circumstances the Committee concluded that there was no breach of the repairing standard in section 13 of the 2006 Act relation to the carpet.
31. The Tenant was no longer insisting on the complaint in respect of the refrigerator, toaster and iron. The Committee was content to allow that aspect of the complaint to be withdrawn.

32. The Committee was concerned about the state of the walls and ceiling and dampness of the lounge upon its inspection. These are as set out in its findings in fact. It is clear from the inventory that the Landlord's agents, if not the Landlord himself, were aware of these at the outset of the tenancy. Taken with the damp smell and feel of the lounge the Committee was concerned that this indicated that the lounge was unusable and that therefore the Property was not reasonably fit for human habitation.
33. The Tenant mentioned this in passing in her application to the PRHP. At the hearing the Committee raised with the parties the question of whether the Property complied with the repairing standard in this respect. The Landlord's agent submitted that the Landlord had not received notice of such a possible failure and that the Tenant had not complained about the walls or ceiling. Rather her complaint had been focussed on the sofa.
34. Section 22(3) of the 2006 Act provides that no application to the PRHP shall be made by a tenant unless the tenant has notified the landlord that work requires to be carried out for the purposes of complying with the landlord's duty to ensure that the property meets the repairing standard during the tenancy. In the present case it is true that the Tenant did not request that any work be carried out by the Landlord in respect of the walls and ceiling and general dampness of the room. As the Tenant candidly admitted in her evidence, she thought that the issue revolved solely around the sofa. In these circumstances the Committee is not in a position to pursue the question of whether the Property is reasonably fit for human habitation given the damp in the lounge.
35. However this is a matter which the Tenant remains free to complain about to the Landlord prior to the termination of her tenancy, and thereafter to make an application to the PRHP prior to the end of her tenancy. The Committee note from Mrs Leaper's submission that the Landlord has not re-marketed the Property. However there is nothing to prevent him from doing so once the Repairing Standard Enforcement Order is complied with. In so doing the letting of the Property with the lounge in its current condition may cause health issues to any prospective tenant. That is a serious matter which may require to be addressed by Aberdeen City Council's landlord registration officials.

### **Decision**

36. The Committee determined that the Landlord had failed to comply with the duty imposed by section 14 (1) (b), of the Act in relation to the failure of the Property to meet the repairing standard as stated above.
37. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24 (2). The decision of the Committee was unanimous.

### **Rights of Appeal**

- 38. A landlord or tenant aggrieved by this decision of the Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.
- 39. Unless the lease or tenancy between the parties has been brought to an end, the appropriate respondent in such appeal proceedings is the other party to the proceedings and not the Committee which made the decision.

**Effects of Section 63 of the 2006 Act**

- 40. Where such an appeal is made, the effect of this decision and of any Order made in consequence of it is suspended until the appeal is abandoned or finally determined.
- 41. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the Order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

**David Bartos**

Signed ..... Date: 11 November  
2014.....

David Bartos, Chairperson

Signature of Witness..... **Robin Galloway** ..... Date.....

Name of witness: **ROBIN GALLOWAY**

Address: **7 WHITEDALES  
EDINBURGH**

Occupation of witness: **IT MANAGER**