



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

STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RT/20/0910

**Property at Woodhill House & Bothy, Lumphanan, Banchory, Aberdeenshire, AB31 4PS
("the Property")**

The Parties:-

**Aberdeenshire Council, Gordon House, Blackhall Road, Inverurie, Aberdeenshire, Ab51
3WA
("The Third Party")
(Represented by Mrs Emma Bain, Aberdeenshire Council)**

**Mr Matthew Tough and Mrs Alison Tough, Woodhill House & Bothy, Lumphanan,
Banchory, Aberdeenshire, AB31 4PS
("the Tenants")**

**Mr Paul Dolan & Mrs Ella Dolan, 14735 Bramblewood Drive, Houston, Texas, 77079,
United States of America
("the Landlords")**

Tribunal Members:

Gillian Buchanan (Chair) and Robert Buchan (Ordinary Member)

Decision

**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
Landlords have complied with the duty imposed by Section 14(1)(b) in relation to the
Property, and taking account of the evidence given by the parties at a hearing,
determined that the Landlords have failed to comply with the duty imposed by Section
14(1)(b) of the Act.**

Background

1. By application comprising various documents received on 13 March 2020 the Third Party applied to the tribunal for a determination of whether the Landlords had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The application stated that the Third Party considered that the Landlords had failed to comply with their duty to ensure that the Property meets the repairing standard and in particular that the Landlords had failed to ensure that:-
 - (a) The house is wind and watertight and in all other respects fit for human habitation.

- (b) The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
 - (c) The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order.
 - (d) Any fixtures, fittings and appliances provided by the Landlords under the tenancy are in a reasonable state of repair and in proper working order.
 - (e) The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.
 - (f) The house meets the tolerable standard.
3. By letter dated 28 June 2020 a Legal Member of the tribunal with delegated powers of the Chamber President intimated a decision to refer the application under Section 22(1) of the Act to a tribunal.
 4. On 2 December 2020 the tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Third Party, the Tenants and the Landlords.
 5. A Case Management Discussion ("CMD") took place on each of 13 January, 25 March and 26 May 2021.

Inspection

6. The tribunal, comprising Miss Gillian Buchanan, Chairperson and Legal Member and Mr Robert Buchan, Ordinary Member, inspected the Property on the morning of 23 August 2021. The Tenants attended the inspection and the Third Party was represented by Mrs Emma Bain. The Landlords were neither present nor represented. Photographs were taken and are contained in the Schedule dated 23 August 2021.
7. Within the Schedule of photographs there is an error in that the top photograph on page 4 is stated to be a view of the "Window cupboard in the utility room" when in fact it is of a window cupboard within the sitting room.
8. At the time of the inspection it was fair and dry.

Representations post-Inspection

9. Subsequent to the inspection the tribunal received the following additional written representation from the Third Party:-
 - Email from Mrs Emma Bain dated 24 August 2021 with photograph attached.

Hearing

10. Following the inspection of the Property the tribunal held a hearing by telephone conference on 30 August 2021. At the hearing the Third Party was represented by Mrs Emma Bain. The

second named Tenant was also in attendance at the hearing on her own behalf and on behalf of the first named Tenant, and the Landlords attended. All parties made oral representations.

11. The parties submitted as follows by reference to the undernoted headings:-

Vestibule

12. Landlords' Submissions:-

The Landlords stated that the roof above the vestibule had been repaired and the guttering replaced. Accordingly, the source of any leak into the vestibule had been removed. The only outstanding item was the vestibule window which the Landlords did not believe was letting water in. The Landlords speculated that if water continues to leak into the vestibule then it is likely caused by a failure of the seal around the external door or the floor. The Landlords stated that they had a joiner provide a quote to replace the window and it would be their intention to repair or replace it. The Landlords could not account for the high moisture reading taken by the tribunal on the day of the inspection. The Landlords made reference to there being a drainage box outside the vestibule.

13. Tenants' Submissions:-

Mrs Tough stated that the window continues to leak and will do so whilst the window frame is rotten. With regard to the damp meter reading, she referred to there being a downpipe at the corner of the door covered by "chuckies" which she had cleared away from the drain beneath. Mrs Tough stated that there is no drainage at the back of the house. She stated that the Tenants have done maintenance as required and she speculated that the downpipe may also have been compromised by the cherry tree situated less than two metres away. She indicated that the water has leaked into the Property for years and the window frame is therefore rotten inside and outside.

14. Third Party's Submissions:-

Mrs Bain on behalf of the Third Party stated that the exterior door in the vestibule is situated slightly lower than the ground adjacent thereto as a consequence of which the water runs towards that area. Mrs Bain confirmed her view that the window needs replaced along with the soffits and that the drains require to be investigated near the front door.

Utility Room

15. Landlords' Submissions:-

In the utility room the single glazed window has been replaced with a double glazed unit. The Landlords stated that, externally, pointing has been repaired where the wall of the Property meets the conservatory and repairs have also been done to the cement skew and seal above. All three points of entry for any water have therefore been repaired. The Landlords consider that the source of any damp has already been eliminated and that the utility room will dry out. The works in question were carried out only a week or two ago.

With regard to the draughts, the Landlords indicated that they could pull the wood panelling off and look behind to see whether insulation could be installed there.

16. Tenants' Submissions:-

Mrs Tough stated that she has done everything possible to minimise draughts by stuffing up the cupboard below the window and sink with materials. She stated that there is no plasterboard in the cupboard and the bare granite can be seen behind. There is nothing more that she can do. There is no insulation. In the utility room the Tenants also complained of

dampness and draughts penetrating through the internal wall to the left of the toilet when facing the window. The Tenants stated that they had plastered between the tongued and grooved boards in an effort to alleviate the draughts without success.

17. The Third Party's representative had no Submissions relative to this matter.

Sitting Room

18. Landlords' Submissions:-

The Landlords stated that the single pane window had been replaced with a double glazed unit and after that work had been done they were then told there was a problem with the cupboard below the window.

19. Tenants' Submissions:-

Mrs Tough stated that with regard to the damp at the front window photographs had been taken which showed the pointing as not being fit for purpose. This had been attended to extensively.

20. The Third Party's representative had no Submissions with regard to this matter.

Skylight

21. Landlords' Submissions:-

The Landlords stated that they have had a joiner quote to replace the skylight which is extremely expensive at around £3,500. They are contemplating whether to get another quotation.

22. Tenants' Submissions:-

Mrs Tough stated that there is a radiator beneath the skylight which cannot be regulated and therefore the heat simply goes out the skylight window.

23. Third Party's Submissions:-

Mrs Bain stated that the window catch on the skylight blows open when windy outside.

Insulation

24. Landlords' Submissions:-

The Landlords stated that they had found a contractor to install insulation and had scheduled the contractor to carry out the work one week before the tribunal's inspection on 23 August. However, the inspection had been postponed by the Tenants. The contractor is "Mark MacDonald Joiners" and he had been tasked to go into the attic and install roll insulation where there is none and also on top of any insulation already in existence. The Landlords said it was now up to the Tenants to agree a date with Mr MacDonald.

25. Tenants' Submissions:-

Mrs Tough stated that the contractor cancelled the appointment.

26. The Third Party's representative had no Submissions relative to this matter.

Master Bedroom

27. Landlords' Submissions:-

With regard to the main windows overlooking the rear of the Property, the Landlords stated that repairs were carried out in December 2020 when the seals were replaced and they thought this matter resolved. The Landlords speculated that the seals may have come loose since then. With regard to the Velux windows, the Landlords indicated that they had asked the joiner, Mr McDonald, to look at those and seal around them in the hope that would resolve the situation. With regard to the damp meter reading, the Landlords stated that the window sill had been re-dressed to alleviate the source of the damp there. The Landlords advised that the contractor "Crest" had not undertaken a general inspection of the windows within the main house as they had not been able to get access. Mr McDonald has however looked at the windows. He would be asked to look at the windows again.

28. Tenants' Submissions:-

Mrs Tough stated that she never prevented access. Crest failed to give notice of when access was required. Mrs Tough was shielding ahead of an operation. She referred to the cupboard being directly over the vestibule and to the cupboard being taped up with curtains placed across to prevent the draughts which otherwise howl through. The Tenants complained that the main windows had been installed to open inwards when they ought to open outwards and were very damp above the wooden sill towards the bottom right hand corner. The Tenants complained that water appears on the wooden sill and that when the wind blows from the North the exterior seal is compromised and draughts are felt. With regard to the damp around the window sill, Mrs Tough indicated that this had been there since moving in and she had done as much remedial decoration to the windowsill as she could. With regard to the Velux windows Mrs Tough stated that they do not seal correctly and tape has been used. Daylight can be seen around the windows which are never open. She has to mop them down daily. She referred to there being a design fault and to her being unable to do anything more to alleviate the situation.

The Tenants stated that the draughts in the master bedroom generally are such that they had required to move into a different room.

29. Third Party's Submissions:-

Mrs Bain stated that when the insulation is being installed the contractor requires to install into the eaves as well as the cupboards at the left hand side.

Exterior Front Door

30. Landlords' Submissions:-

The Landlords stated that the pointing to the left of the front door had been repaired. They were unaware of any issues with the door frame and with window panes being blown. With regard to the damp meter reading, the carpet is installed on a timber floor above the solum. The door frame could be leaking. Some pointing has been repaired and therefore it may be necessary to replace the base of the door frame and door seal.

31. Tenants' Submissions:-

Mrs Tough stated that she had pointed out to Mr Dolan all the issues with the exterior front door out when he last visited. She stated that Mr Dolan had advised her to decorate the door with varnish which she had done. She stated that every single pane of glass was blown. She referred to the door not being fit for purpose and to the two arched windows above the door being rotten. She stated that the front door carpet had been mouldy when moving in and whilst a new carpet had been laid the carpet fitter had stated he could see daylight around the door. She has installed 2 curtains on the inside and has a bespoke draught excluder to keep out draughts.

32. The Third Party's representative has no submissions relative to this matter.

Mark on Ceiling above Kitchen Window

33. Landlords' Submissions:-

The Landlords stated that the damp mark on the kitchen ceiling was identified in August 2019 and has not substantially changed. A repair was undertaken to the window ledge in the bedroom above. The stonework above had been repointed last year and the window has recently been cleaned and repointed too. The Landlords thought the issue had been resolved. The Landlords stated that when the painter is next there they will have him redecorate and any leak remediated. The plasterboard affected can be cut out, repaired and the area repainted.

34. Tenants' Submissions:-

Mrs Tough stated that she cannot do any more internal decoration. The mould comes through the plasterwork. She has used antifungal paint and bottles of oils and vinegar. She has cleaned the mould away but the mould returns. The cause of the mould is outside.

35. The Third Party's representative had no submissions relative to this matter.

The Bothy

36. Landlords' Submissions:-

The Landlords stated that the original complaint was around the chimney stack and pointing had been done and the guttering redirected to a soakaway. The exterior door into the bothy had been replaced and a new carpet laid. They were disappointed to note the damp meter readings. The windows were repaired and serviced along with all other windows in the Bothy. The Landlords have a schedule to paint the windows in September. Whilst it had previously been anticipated that one of the windows would be replaced the contractor, Mr Clark, was able to repair it. The Landlords stated that they have now had two companies inspect the Bothy and have had two separate reports. He is not aware of any problems.

37. Tenants' Submission:-

Mrs Tough stated that the damp is caused by there being inadequate drainage around the Bothy and all downpipes end above ground. She stated that there is no French drain and has tried to assist by pulling vegetation down and away from the bottom of the harling. She has also tried to dig around 0.5 metres away from the Bothy to channel the water away. She has tried to keep the area aeriated. A French drain is required. She said there is no point painting inside until the issues are dealt with outside. Mrs Tough stated that there are no heaters in the Bothy and she installed a stove which had been ruined. Mrs Tough maintained that the bathroom window within the Bothy was still not secure.

38. Third Party's Submissions:-

Mrs Bain stated that the drainage is lacking and causing all of the problems. The water is going underneath the Bothy and showing in the damp meter readings in the kitchen. She also referred to there being no insulation in the attic.

Further Representations

39. Following the Hearing the tribunal received the following representations from the Landlords:-

- Email from the first named Landlord, Mr Paul Dolan, dated 2 September 2021 with letter from the Landlords dated 1 September 2021 attached.

Summary of the issues

40. The issues to be determined are:-

- In the vestibule (i) whether the window is wind and watertight, in a reasonable state of repair and in proper working order and (ii) whether dampness exists near the exterior door such that the vestibule is not wind and watertight and in a reasonable state of repair;
- In the utility room, whether the previous replacement of the window has resulted in draughts being redirected into and felt from the cupboard beneath;
- In the sitting room (presently unused) (i) whether the windows are wind and watertight, in a reasonable state of repair and in proper working order, and (ii) whether the previous replacement of the single glazed window with a double glazed unit has resulted in draughts being redirected between the wooden panels of the cupboard beneath the window;
- Whether the skylight is in a reasonable state of repair and in proper working order;
- In the master bedroom (i) whether excessive draughts are caused due to the absence of insulation and therefore whether the Property is in a reasonable state of repair, and (ii) whether the windows are wind and watertight, in a reasonable state of repair and in proper working order;
- Whether the exterior front door is wind and water tight, in a reasonable state of repair and in proper working order;
- In the kitchen whether the ceiling is damp above the kitchen window;
- In the Bothy (i) whether the drains, gutters and external pipes are in a reasonable state of repair and in proper working order, (ii) whether the bathroom window is in a reasonable state of repair and in proper working order; and (iii) whether the Bothy is damp and therefore whether the Bothy is in a reasonable state of repair; and
- Whether the Property meets the tolerable standard.

Findings of fact

41. The tribunal finds the following facts to be established:-

- That the Landlords are the heritable proprietors of the Property which comprises both the main house and the Bothy.
- That the Tenants lease the Property from the Landlords in terms of a "Minute of Lease" ("the Tenancy Agreement").
- That subsequent to this application being made the Landlords have replaced single glazed windows in each of the utility room and the sitting room with double glazed units.
- That there are no outstanding issues relative to the gutters of the main house.

- (e) That subsequent to this application being made the Landlords have had contractors carry out substantial repairs to the pointing of the stonework of the main house and the Bothy.
- (f) That subsequent to this application being made extensive repairs to the main roof have been undertaken by contractors appointed by the Landlords and the parties are agreed that the required roof repairs had been completed.
- (g) That PAT Certificates have been produced and this complaint is therefore agreed to be resolved.
- (h) That carbon monoxide monitors have been provided by the Landlords and this complaint is agreed to be resolved.
- (i) That whilst repairs have been undertaken to the roof, lead flashing and gutter above the vestibule, the vestibule window frame is rotten and the window is not therefore wind and watertight and in a reasonable state or repair. The vestibule window does not therefore meet the Repairing Standard.
- (j) That the internal wall of the vestibule is damp near to the floor behind the external door.
- (k) That in the utility room, the rear wall of the storage cupboard beneath the window and sink comprises the internal face of the external granite wall which is neither covered by plasterboard nor insulated.
- (l) That in the sitting room there is dampness in the internal walls beneath the window facing to the front of the Property and draughts are felt between the wood panels of the cupboard beneath the newly replaced double glazed window to the side of the Property.
- (m) That the skylight is not in a reasonable state of repair and in proper working order in that the window does not remain securely closed in strong winds.
- (n) That in the master bedroom:-
 - (i) Whilst at the CMD on 13 January 2021 it appeared that repairs to the main window within the master bedroom had resolved any issues relative thereto these repairs have failed and the window is not wind and watertight, in a reasonable state of repair and in proper working order. In particular, the rubber seal around the opening parts of the main window is not secure and there is dampness in the internal walls to the side of the window and immediately above the wooden internal sill.
 - (ii) That the Velux windows are not wind and watertight, in a reasonable state of repair and in proper working order. In particular daylight can be seen at the bottom left corner of the Velux window situated generally to the right of the main window and tape has been placed around the window frame to prevent draughts.
 - (iii) That above the master bedroom there is no insulation in the roof space nor is there insulation in the eaves area adjacent to the bedroom and accessed therefrom such that draughts can be felt through the wood panelling in the cupboards situated to the left of the main window.
- (o) That the exterior front door is not wind and watertight, in a reasonable state of repair and in proper working order. The door, frame and glazed units above require repaired or replaced to ensure that it is wind and watertight. In particular the double-glazed panels are

all compromised with condensation apparent within them. Also the wood of the door frame is rotten at the bottom and at the transom, and there is a gap beneath the door. The floor inside the door is damp.

- (p) That in the kitchen there is a stain in the ceiling above the kitchen window which has been caused by a leak or other dampness.
- (q) That in the Bothy:-
- (i) The exterior door has been replaced and is now wind and watertight and in proper working order;
 - (ii) With the exception of the bathroom window, the windows are wind and watertight, in a reasonable state of repair and in proper working order;
 - (iii) The bathroom window does not secure correctly and is not therefore in a reasonable state of repair and in proper working order;
 - (iv) A new carpet has been installed in the main room of the Bothy;
 - (v) The fireplace has been removed and repairs to pointing carried out internally within the chimney breast such that it is now wind and watertight;
 - (vi) In the main living room and the kitchen there are significant levels of dampness in the skirting boards, base of internal walls and generally at floor level;
 - (vii) There are no drains apparent around the Bothy;
 - (viii) The downpipes around the Bothy discharge above ground level onto the ground beneath.
- (r) The Property as leased to the Tenant does not meet the tolerable standard in that it is not substantially free from dampness.

Reasons for the decision

42. In this matter CMDs took place on each of 13 January, 25 March and 26 May 2021. Case Management Discussion Notes were prepared by the tribunal following each CMD recording (amongst other matters) the discussions that took place and those complaints which were resolved and unresolved.
43. Subsequent to the application being lodged with the tribunal and on an ongoing basis the Landlords have been taking steps to progress certain remedial works at the Property to address a number of the Tenants' complaints. Throughout, the tribunal has taken into account the effect of COVID19 on the availability of required contractors to undertake work during periods of lockdown.
44. The Property is in a rural location and comprises a main house built substantially of granite with a newer conservatory attached together with a separate dwelling known as "the Bothy" which includes a main sitting room, kitchen, bathroom and bedroom.
45. On the day of the inspection of the Property by the tribunal the Tenants showed the tribunal around the relevant parts of the Property identifying various issues, some of which form part of this application and others which do not. Mrs Emma Bain on behalf of the Third Party also attended the inspection and made remarks in support of the Tenants' complaints all of which are summarised within the parties' submissions outlined above.
46. The complaints by the Tenants that do not form part of this application and which the tribunal cannot consider are as follows:-

- In the utility room the Tenants' complaint of dampness in or draughts penetrating through the internal wall to the left of the toilet when facing the window; and
 - In the sitting room the Tenants' complaints of dampness or draughts other than insofar as relative to the windows.
47. On inspection the tribunal noted that above the vestibule of the main house the roof and lead flashing had been repaired and the gutter replaced. However, the timber frame of the window was found to be rotten and in need of repair or replacement. The exterior vestibule door had recently been replaced by the Tenants taking advantage of a Scottish Government Scheme. However, behind the new door the internal wall was found to be damp near the floor suggesting that water is penetrating by one means or another.
48. In the utility room of the main house and subsequent to the application being lodged with the tribunal, the Landlords had made arrangements to replace the single glazed window with a double glazed unit. Whilst the Tenants accepted the new window to be wind and water tight and in proper working order, they maintained the replacement of the window had resulted in draughts previously being felt around the window now being felt through the storage cupboard beneath. On investigation it was apparent that the rear wall of the cupboard comprises the internal face of the external granite wall which is neither covered by plasterboard nor insulated.
49. In the utility room the Tenants also complained of dampness and draughts penetrating through the internal wall to the left of the toilet when facing the window. However, no complaint of dampness/draughts in that location forms part of this application and the tribunal cannot therefore consider this complaint.
50. Within the sitting room there are 2 windows. The Landlords have recently replaced the single glazed window with a double glazed unit to the side of the Property. Whilst the Tenants accepted the new window to be wind and water tight and in proper working order, they complained that the wood panelling beneath the window is now draughty causing the room to be so cold as not to be habitable. There is dampness in the internal walls beneath the window facing to the front of the Property.
51. Above the stairwell in the main house is a skylight which the Tenants complained is not wind and watertight such that heat escapes out of the window. In addition, it was said that the window was not secure and would blow open on windy days. The skylight window was not accessible to the tribunal.
52. Within the master bedroom the tribunal noted the large window to open and close correctly but the rubber seal around the opening parts of the glazed unit was not secured in position.
53. Within the master bedroom the tribunal found tape around the Velux windows and the Tenants complained of draughts due to them being ill fitting.
54. The Tenants had also placed tape around the cupboards and had attempted to plaster the wood panelling and filled the cupboards with a duvet in an attempt to alleviate the draughts. They had also deployed a combination of foil, cardboard and curtains as well as furniture in an attempt to improve the position.
55. Within the eaves accessible from the master bedroom no insulation could be found. A relatively modest level of insulation was found in the main roof space.

56. The exterior front door of the main house was inspected. The glass panes within and above the door were found to have failed and the glazed units contained condensation. At the bottom of the door frame the wood was found to be rotten and the transom above the door was also found to be rotten. Daylight could be seen through a gap beneath the door and inside the door the flooring was found to be damp.
57. On the main house, substantial external repairs to the pointing of the stonework had been undertaken.
58. On inspection of the Bothy the tribunal observed a new entrance door which was wind and water tight and in proper working order. Internally in the main living room of the bothy, the carpet had been replaced. However, notwithstanding the replacement of the carpet high damp readings were found both on the floor and around the skirting board.
59. Within the Bothy and with the exception of the bathroom window, all other windows were found to have been serviced and to be wind and water tight and in proper working order. However, the bathroom window did not open and close correctly in that to secure the window closed the handle required to be pushed down over the frame.
60. Within the stonework in the kitchen of the Bothy, dampness was found.
61. Elsewhere in the Bothy the tribunal found the fireplace to have been removed and extensive re-pointing to have been carried out internally within the chimney breast and externally around the stonework of the bothy.
62. On the exterior of the Bothy, the tribunal noted the arrangement of the gutters and downpipes. However, there were no drains found beneath the downpipes which simply discharged above ground level both at the side and at the rear of the Bothy. There would appear to be little doubt that the absence of any drain and the manner in which water discharges on to the ground around the perimeter of the Bothy is causing or substantially contributing to the levels of dampness within the Bothy.
63. Whilst noting the steps taken by the Landlords over a period of time to carry out repairs to the Property, there remain a number of significant respects in which the Repairing Standard is breached. The Bothy, in particular, is uninhabitable due to the levels of dampness.
64. The tribunal has not taken into account issues of rent arrears which are not relevant to the determination of this application as to whether the Property meets the Repairing Standard.

Decision

65. The tribunal accordingly determined that the Landlords had failed to comply with the duty imposed by Section 14(1)(b) of the Act.
66. The tribunal proceeded to make a Repairing Standard Enforcement Order (RSEO) as required by section 24(1).
67. The decision of the tribunal was unanimous.

Observations

68. For the works required in terms of the RSEO to be undertaken the Tenants require to make access available to contractors appointed by the Landlords. The Landlords require to give to the Tenants reasonable prior notice of access being required by contractors and the tribunal suggests that a minimum period of 48 hours notice should be given.
69. The EPC rating of the Property is E. There is no assessment for the bothy. Under new Government rules, an EPC rating of at least D is required for any change of tenancy from April 2022 and for all private sector tenancies by April 2025.

Right of Appeal

- 70. 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 tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.**

Effect of section 63

- 71. 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.**

G Buchanan

Signed

Date : 22 September 2021

Legal Member and Chairperson