

Residential Tenancies Board

RESIDENTIAL TENANCIES ACT 2004

Report of Tribunal Reference No: TR0320-004266 / Case Ref No: 0120-59752

Appellant Tenants:	Thomas Anthony Daly, Michelle Goes
Respondent Landlord:	Kenneth King
Address of Rented Dwelling:	Henley Cottage, Churchtown Road Upper, Churchtown, Dublin 14, D14X5C9
Tribunal:	Andrew Nugent (Chairperson) Roderick Maguire, Claire Millrine
Venue:	Tribunal Room, RTB, O'Connell Bridge House, D'Olier Street, Dublin 2 Video Conference Hearing
Date & time of Hearing:	12 March 2021 at 10:30
Attendees:	For the Appellants: Thomas Daly (Appellant Tenant) Michelle Goes (Appellant Tenant) For the Respondent: Kenneth King (Respondent Landlord) Norman King (Respondent Landlord's Witness) Francis Wilde (Respondent Landlord's Witness) Robert O'Reilly B.L. (Respondent Landlord's Barrister) Peter Boyle (Respondent Landlord's Solicitor)
In attendance:	DTI Wordwave International Stenographers

1. Background:

On 8 January 2020 the Applicant Tenants made an application to the Residential Tenancies Board ("the RTB") pursuant to Section 76 of the Residential Tenancies Act, 2004 (as amended)("the Act"). The matter was referred to an Adjudication which took place on 30 January 2020. The Adjudicator determined that:

The Applicant Tenants' claim in respect of the tenancy of the dwelling at Henley Cottage, Churchtown Road Upper, Churchtown, Dublin 14, D14 X5C9, is abandoned.

Subsequently an appeal was received from the Appellant Tenants.

The RTB constituted a Tenancy Tribunal and appointed Roderick Maguire, Andrew Nugent and Claire Millrine as Tribunal members pursuant to Section 102 and 103 of the Act and appointed Andrew Nugent to be the chairperson of the Tribunal ("the Chairperson").

The Parties were notified of the constitution of the Tribunal and provided with details of the date, time and venue set for the hearing.

On 12 March 2021 the Tribunal convened a hearing by way of Video Conference Tribunal.

2. Documents Submitted Prior to the Hearing Included:

RTB Tribunal case files.

3. Documents Submitted at the Hearing Included:

Not applicable.

4. Procedure:

The Chairperson asked the Parties present to identify themselves and to identify in what capacity they were attending the Tribunal. The Chairperson confirmed with the Parties that they had received the relevant papers from the RTB in relation to the case and that they had received the RTB document entitled "Tribunal Procedures".

The Chairperson explained the procedure which would be followed; that the Tribunal was a formal procedure but that it would be held in as informal a manner as was possible; that the persons who appealed (the Appellants) would be invited to present their case first; that there would be an opportunity for cross-examination by the Respondent; that the Respondent would then be invited to present his case, and that there would be an opportunity for cross-examination by the Appellants. The Chairperson explained that following this, both Parties would be given an opportunity to make a final submission.

The Chairperson stressed that all evidence would be taken on affirmation and would be recorded by the official stenographer present and he reminded the Parties that knowingly providing false or misleading statements or information to the Tribunal was an offence punishable by a fine of up to €4,000 or imprisonment for up to six months or both.

The Chairperson also reminded the Parties that as a result of the hearing that day, the Board would make a Determination Order which would be issued to the Parties and could be appealed to the High Court on a point of law only.

The Chairperson asked were there any queries on the procedures, there were no queries.

The Chairperson afforded the Parties an opportunity to attempt to compromise the issues between themselves. However, no agreement was forthcoming and the Parties intending to give evidence took an Affirmation.

5. Submissions of the Parties:

Appellant Tenants' Case:

Evidence of Mr. Thomas Daly

Mr. Daly, the First Named Appellant Tenant, gave evidence that the Appellant Tenants had started renting the dwelling in September 2018, paying rent of €3,500 per month. He stated that in June 2019, they had received communications from the Respondent Landlord's Estate Agents that the Respondent Landlord wished to terminate the tenancy as he needed

to sell the dwelling. The First Named Appellant Tenant gave evidence that the Appellant Tenants had been disappointed with this development as they liked the dwelling and had turned it into their home. He confirmed that a termination date of 29 October 2019 had originally been proposed but that a rolling month by month agreement had been reached between the Parties which would allow them to remain in the dwelling for as long as possible. The First Named Appellant Tenant stated that ultimately a move-out date of 13 January 2020 had been agreed.

The First Named Appellant Tenant gave evidence that he had received an email from the Respondent Landlord's Estate Agents on 15 November 2019 which indicated that an inspection of the dwelling would take place. He stated that following the inspection, the Respondent Landlord's Estate Agents had reported that the Respondent Landlord was happy with the condition of the dwelling and had indicated that no issues had arisen.

The First Named Appellant Tenant gave evidence that on 4 December 2019 he had contacted the Respondent Landlord directly to ask him for permission to use him as a reference in respect of future letting applications.

The First Named Appellant Tenant confirmed that the Appellant Tenants had not paid the last month's rent for the dwelling. On this matter, he stated that he assumed the security deposit paid at the start of the tenancy would be used to off-set the rent owing. However, the First Named Appellant Tenant accepted that the assumption made in this regard had been incorrect. The First Named Appellant Tenant gave evidence that he hadn't heard anything from either the Respondent Landlord's Estate Agents or from the Respondent Landlord in December 2019 in respect of the non-payment of the rent. He stated that, during the course of the tenancy, the Appellant Tenants had not allowed rent arrears to accrue nor had there been any issue with the payments of utility bills.

The First Named Appellant Tenant gave evidence that the Appellant Tenants had gone on holidays to Indonesia from 16 December 2019 to 8 January 2020. He stated that during the holiday his phone was mostly switched off and he had not checked his work emails. He stated that he turned on his phone on 6 January 2020 and had received a text message from the Respondent Landlord (sent on 3 January 2020) enquiring as to whether the Appellant Tenants were still intending to move-out of the dwelling on 13 January 2020. He indicated that he had replied to the Respondent Landlord on 6 January 2020 confirming the move-out date was 13 January 2020. The First Named Appellant Tenant gave evidence that having sent the said message, the Appellant Tenants had received calls on 6 January 2020 and 7 January 2020 from the Second Named Appellant Tenant's cousins, who were staying in the dwelling at the time, detailing that they had been locked out of the dwelling. The First Named Appellant Tenant stated that the Second Named Appellant Tenant's cousins were staying in the dwelling for a short period of time and were contributing to the payment of utilities but were not paying rent.

The First Named Appellant Tenant gave evidence that the Appellant Tenants did not understand what was happening and that they had been out of communications during the course of their journey home from their holidays. He stated that when they had arrived in London photographs had been sent to them by the Second Named Appellant Tenant's cousins showing what was going-on at the dwelling. The First Named Appellant Tenant gave evidence that on their return to Dublin the Appellant Tenants had nowhere to go and were not able to access their possessions meaning that they were left wearing their holiday clothes. He stated that they had been required to rent an airbnb property and had been required to purchase new clothes.

The First Named Appellant Tenant gave evidence that the Appellant Tenants had not received any communications from the Respondent Landlord until 8 January 2020 when an envelope containing a key to a storage unit had been provided to them. The First Named Appellant Tenant stated that numerous personal items taken from the dwelling were missing and were lost forever and that a number of high worth items were also missing.

The First Named Appellant Tenant gave evidence that he had been contacted by the Estate Agent of the dwelling which the Appellant Tenants had agreed to move into informing them that the tenancy would not be proceeding as a result of an issue arising in respect of a reference which had been provided. Accordingly, he stated that, following the action taken by the Respondent Landlord, the Appellant Tenants had been required to stay separately in respective friends' houses using the gym for showers and the laundromat for the washing of clothes. He stated that this situation had continued until the end of January 2020. He also stated that the Respondent Landlord's action had had a serious effect on the Appellant Tenants and their relationship had suffered as a result. He gave evidence that the Second Named Appellant Tenant had suffered from anxiety and stress and had problems sleeping for which she had been prescribed medication.

The First Named Appellant Tenant ultimately stated that he didn't believe that the Appellant Tenants had done anything which had warranted the action taken by the Respondent Landlord.

On questioning by the Respondent Landlord's representative, the First Named Appellant Tenant confirmed that the Parties had agreed to enter into a month by month arrangement for the Appellant Tenants to remain in the dwelling and that this arrangement had been mutually beneficial for the Parties. On being questioned about the signing of the new lease, the First Named Appellant Tenant stated that, whilst he may have not have replied to a number of emails sent by the Respondent Landlord's Estate Agent, he had spoken to the relevant agent over the phone. The First Named Appellant Tenant also confirmed on questioning that he had sent an email on 3 January 2020 to a separate Estate Agent as this related to the Appellant Tenants' new home and he had prioritised this matter. On questioning about the third parties staying in the annex to the dwelling, the First Named Appellant Tenant stated that it was a casual arrangement and as a result he didn't believe it had been necessary to notify the Respondent Landlord. In reply to questioning by the Respondent Landlord's representative in respect of the Appellant Tenants' claim for their missing belongings, the First Named Appellant Tenant stated that all their possessions were not in the storage facility as had been indicated by the Respondent Landlord and that when he had gained access to the dwelling on 12 January 2020 a lot of the Second Named Tenant's belongings were still there. The First Named Appellant Tenant further replied that whilst some of the missing items had been replaced, no receipts had been furnished to the Tribunal.

On questioning from the Tribunal, the First Named Appellant Tenant confirmed that a complaint had been made to the Gardai and that they were waiting on the outcome of the proceedings before the RTB before proceeding further.

Evidence of Ms. Michelle Goes

Ms. Goes, the Second Named Appellant Tenant, gave evidence that the Appellant Tenants had not been treated fairly by the Respondent Landlord. She further stated that their personal belongings had not been carefully handled and as a result some of their belongings had been broken.

By way of final submissions, the Appellant Tenants stated that they were in a difficult position in respect of proving that various items belonging to them had been taken. In this regard, they submitted that the list furnished by them in advance of the hearing was accurate. The Appellant Tenants further submitted that they accepted that the Tribunal had jurisdiction to award a maximum amount of €20,000 in damages. They further indicated that they were satisfied that the Respondent Landlord had acknowledged that an illegal eviction had occurred and had shown remorse.

Respondent Landlord's case:

Evidence of Mr. Norman King

Mr. King gave evidence that he had received a phone-call from the Respondent Landlord on 6 January 2020 and that the Respondent Landlord had explained to him that he was concerned as he couldn't make contact with the Appellants Tenants and he had asked Mr. King to visit the dwelling. He stated that he had attended the dwelling at approximately 3.30pm on 6 January 2020 and had rang the doorbell and knocked on the door but there had been no answer. Mr. King gave evidence that he had entered the dwelling using a key belonging to the Respondent Landlord and had called-out but it had looked to him that no one had been present in the dwelling for a period of time. He stated that he had observed mattresses laying against the wall in the side passage to the dwelling.

Mr. King gave evidence that he noticed that the door to the annex of the dwelling was unlocked and that on entering two people had been present in the room watching a laptop. He stated that on questioning the persons present, he was informed that they had been living in the annex for a period of time and had been paying rent to the First Named Appellant Tenant. Mr. King stated that he had reported this information back to the Respondent Landlord and he gave evidence that the Respondent Landlord had asked him to arrange for the locks in the front door and in the side door of the dwelling to be changed. He stated that, having changed the locks, one of the people staying in the annex had complained to him that he couldn't access the dwelling to which he stated he had replied that any such issues should be brought up with the First Named Appellant Tenant.

Evidence of Mr. Francis Wilde

Mr. Wilde gave evidence that he had received a phone-call from the Respondent Landlord on 6 January 2020 enquiring as to whether he would carry out a removal. He stated that he met the Respondent Landlord at the dwelling at 9.00am on 7 January 2020 and that the dwelling looked unkept and not lived in. Mr. Wilde gave evidence that the Respondent Landlord had informed him to be careful in respect of packing the contents of the dwelling and to take his time. He stated that three trips to the storage unit had been required and that when he had arrived at the storage unit, the Respondent Landlord had instructed him where to place the various items which had been removed from the dwelling. In terms of the items which the Appellant Tenants claimed were missing, Mr. Wilde gave evidence that everything that had been in the dwelling, save for one wardrobe of clothes, had gone into storage. He also stated that no-one else had been present at the time and that there was no separate car taking high value items as was alleged. Mr. Wilde further gave evidence that the Appellant Tenants' sofa had not been damaged during the removal process.

On questioning, Mr. Wilde confirmed that he didn't supply packaging and that any packaging used would have been supplied by the Respondent Landlord who had also provided blankets. Mr. Wilde denied that items had been thrown into plastic sacks and, on

questioning, he stated that the furniture in the dwelling had carefully removed without any damage being caused.

Evidence of Mr. Kenneth King

The Respondent Landlord gave evidence that he had originally sought to terminate the tenancy as he wanted to sell the dwelling. He stated that after the requisite Notice of Termination had been served, it had been agreed between the Parties that the Appellant Tenants would remain in the dwelling on a month by month basis but that no lease had been signed in this regard. The Respondent Landlord gave evidence that he had been in contact with the Appellant Tenants from October 2019 to December 2019 culminating in the Respondent Landlord receiving a text message from the First Named Appellant Tenant on 4 December 2019 looking for a reference for future property rental applications.

The Respondent Landlord stated that, having been in contact with his Estate Agents, he sent a text message to the First Named Appellant Tenant on 3 January 2020 enquiring as to whether the Appellant Tenants would be moving out of the dwelling on 13 January 2020. Having received no response and as no rent had been received for the dwelling in respect of the final month of the tenancy, the Respondent Landlord gave evidence that he had phoned his Estate Agents on the morning of 6 January 2020 and had been informed that they had been unable to contact the Appellant Tenants for two months and that the Appellant Tenants had not signed the agreement sent to them. He stated that as a result of this information he asked the Estate Agents to attend at the dwelling. However, the Respondent Landlord gave evidence that the Estate Agents had been ineffective and as a result he had called his brother, Mr. Norman King, and had asked him to assess the situation. Having heard back from Mr. King who had entered the dwelling, the Respondent Landlord stated that he had made a decision that the dwelling needed to be secured.

The Respondent Landlord gave evidence that he had received a text message from the First Named Appellant Tenant on the afternoon of 6 January 2020. He stated that ultimately, he made a decision to remove the Appellant Tenants' belongings from the dwelling. The Respondent Landlord stated that this decision was made on the basis that there was no lease between the Parties, rent was outstanding, the Appellant Tenants were not in the dwelling and the dwelling appeared to be sub-let and mattresses were piled-up in the dwelling. In the circumstances, the Respondent Landlord gave evidence that he felt alone and unsupported and that he feared he wouldn't get possession of the dwelling back. He further stated he had received the First Named Appellant Tenant's message whilst he was in the south of England and he had made a decision to act and to return to Ireland.

The Respondent Landlord gave evidence that he contacted Mr. Wilde and engaged him to remove the Appellant Tenants' belongings. He stated that he had informed Mr. Wilde to be careful. The Respondent Landlord gave evidence he had attended at the dwelling on 7 January 2020 and had provided Mr. Wilde with green bags in which the Appellant Tenants' belongings were to be placed. He indicated that care had been taken with the removal of the Appellant Tenants' belongings and that care and attention had been taken with the packing of the items although he did admit that some glasses and perhaps plates may have been broken. The Respondent Landlord gave evidence that no property had been stolen and there was no opportunity for any of the Appellant Tenants' belongings to have been stolen. He stated that on the evening of 7 January 2020 he had provided his Estate Agents with valuable items belonging to the Appellant Tenants which had been removed from the dwelling.

The Respondent Landlord gave evidence that he did not have a conversation with the Estate Agents engaged in the rental of the dwelling that the Appellant Tenants had anticipated moving into and he stated that the negative reference which the Appellant Tenants had received mostly likely resulted from their decision not to pay rent for the last month of the tenancy. The Respondent Landlord confirmed that he accepted responsibility for committing an illegal eviction and felt sympathy for the Appellant Tenants but indicated that he didn't have their belongings which they alleged were still missing.

On questioning by the Appellant Tenants, The Respondent Landlord confirmed that the relationship between the Parties was fine and not unfriendly. He further confirmed that he was satisfied with the work carried out by Mr. Wilde and that he had done the best job he could in the circumstances owing to the time constraints involved. The Respondent Landlord also stated that he didn't accept that a large quantity of the Appellant Tenant's belongings had been damaged.

On questioning by the Tribunal, the Respondent Landlord stated that he had known on 8 November 2019 that the Appellant Tenants were to vacate the dwelling on 13 January 2020. On further questioning, the Respondent Landlord again accepted that an illegal eviction had occurred. He stated that he was now residing in the dwelling.

By way of final submissions, the Respondent Landlord's representative submitted that the Tribunal were limited in making an award of €20,000 in damages per tenancy. He further submitted that the evidence of the Second Named Appellant Tenant's cousins should be treated as hearsay evidence. In terms of the action taken, the Respondent Landlord's representative submitted that the Respondent Landlord could only deal with the situation before him. The Respondent Landlord's representative submitted that, as a result of no rent being paid in December 2019, as the Appellant Tenants had been uncontactable since December 2019 and arising from the situation in the dwelling, he had taken the action which he felt was required but accepted that this was an incorrect course of action. He stated that the Respondent Landlord had ensured that maximum care was taken with the Appellants' belongings and that their property had been brought as a storage facility. The Respondent Landlord's representative submitted that the Appellant Tenants' actions in allowing third parties reside in the dwelling without the Respondent Landlord's permission as well as the fact that the First Named Appellant Tenant had replied to some messages on 3 January 2020 but not the Respondent Landlord's message were contributory factors to the actions taken by the Respondent Landlord.

6. Matters Agreed Between the Parties

- (i) The tenancy commenced on 7 September 2018.
- (ii) The rent for the dwelling was €3,500 per month.
- (iii) A security deposit of €3,500 was paid by the Appellant Tenants at the commencement of the tenancy.

7. Findings and Reasons:

Having considered all of the documentation before it, and having considered the evidence presented to it by the Parties, the Tribunal's findings and reasons thereof, are set out hereunder.

7.1 Finding: The Tribunal finds that, arising from the unlawful termination of the Appellant Tenants' tenancy at Henley Cottage, Churchtown Road Upper, Churchtown, Dublin 14, the Respondent Landlord shall pay the total sum of €10,592 to the Appellant Tenants.

Reasons:

1. Section 58 of the Act states that:

“(1) From the relevant date, a tenancy of a dwelling may not be terminated by the landlord or tenant by means of a notice of forfeiture, a re-entry or any other process or procedure not provided for by this Part.”

2. In this case, it was agreed between the Parties that the tenancy in respect of the dwelling commenced on 7 September 2018 and that, while a Notice of Termination with a termination date of 29 October 2019 was furnished on 31 July 2019, it was further agreed that a month to month lease would continue thereafter. Furthermore, the evidence before the Tribunal was that in and around 8 November 2019 a termination date of 13 January 2020 had been agreed between the Parties. The Tribunal accepts in this regard that the Appellant Tenants were entitled to occupy the dwelling up and until the 13 January 2020.

3. It is common case that on 6 January 2020 the Respondent Landlord arranged for the locks to be changed on the doors to the dwelling. It is also undisputed that on 7 January 2020 the Appellant Tenants' belongings were removed from the dwelling and were placed in a storage facility (the extent of the belongings removed and whether or not damage was caused to such belongings during the removal was a matter of controversy). In respect of the said actions, the Respondent Landlord accepted that these actions amounted to an illegal eviction. However, by way of context, it was submitted on the Respondent Landlord's behalf that such actions had been taken in circumstances where there was no signed lease, rent was outstanding, third parties had been found residing in the annex to the dwelling without the Respondent Landlord's permission and requests for confirmation of the vacation date had not been responded to.

4. In giving their evidence, the Appellant Tenants described returning home from their holidays and being effectively rendered homeless without having access to their possessions as a result of the Respondent Landlord's actions. They further stated that the situation had had a serious effect on them and that their relationship had suffered. They also outlined that a number of high value items had been taken from the dwelling and had not been returned to them and that other items of their personal belongings had been damaged or broken.

5. Section 115(3) of the Acts states:

“The amount (or, as appropriate, the aggregate of the amounts), other than costs or expenses of whatsoever kind, that an adjudicator or the Tribunal may direct to be paid to a party in respect of the matter (or, as appropriate, all of the matters) the subject of a dispute referred to the Board for resolution shall not exceed - if the amount or amounts consist solely of damages - €20,000”.

6. In terms of assessing the quantum of damages applicable in the within case, the Tribunal considers damages in respect of (i) the claim that the Appellants Tenants' belongings which were allegedly lost and/or damaged during the removal process and (ii) arising from the effect that the unlawful termination/illegal eviction had on the Appellant Tenants. In general, damages under the Act are compensatory not punitive; the purposes of damages awarded by an Tribunal is not to punish the person or body in breach of the

provisions of the Act but to compensate the party who suffered damages arising from that breach.

7. In the first instance the Tribunal is not satisfied that, in the circumstances, there was any justification for the actions taken by or on behalf of the Respondent Landlord. It is clear from the evidence presented to the Tribunal that the Appellant Tenants had agreed, in November 2019, to vacate the premises on the 13 January 2020. This intention was further re-enforced by the text message sent by the First Named Appellant Tenant on 6 January 2020 and which was received by the Respondent Landlord prior to the removal of the Appellant Tenants' belongings from the dwelling. Therefore, the Tribunal does not find that there were mitigating factors in respect of the actions taken by the Respondent Landlord. If the Respondent Landlord had concerns in respect of issues such as the non-payment of rent and/or third parties residing in the dwelling, appropriate mechanisms were available to him pursuant to the provisions of the Act and which were not invoked by the Respondent Landlord.

8. Additionally, the Tribunal is not satisfied that the Respondent Landlord provided a negative reference which caused the Appellant Tenants' anticipated new tenancy to collapse. In this regard, the Tribunal is of the view, having considered the evidence, that the Appellant Tenants' decision not to pay the final month's rent and write-off same with the security deposit paid at the commencement of the tenancy was the direct cause of the negative reference being provided.

9. In respect of the claim that the Appellant Tenants' belongings were allegedly lost and/or damaged when they were removed from the dwelling, it is for the Appellant Tenants to prove the damages that they suffered and the Appellant Tenants have submitted a list of items which they state were lost or damaged as a result of the actions of the Respondent Landlord. The total claimed for these lost or damaged items is €27,581. No receipts were furnished to the Tribunal in respect of the purchase of replacement items and furthermore no detailed evidence was given in respect of the majority of the items that appear on the said list. However, it was accepted in the Respondent Landlord's evidence that certain items belonging to the Appellant Tenants were damaged when they were removed from the dwelling. Therefore, in respect of the damages claimed for the lost or damaged items, the Tribunal is not satisfied that, on balance of probabilities, the Appellant Tenants have proved their claim in respect of the majority of items that appear on the list submitted. The Tribunal is satisfied that on the basis of the evidence given that the sum of €592 should be paid by the Respondent Landlord to the Appellant Tenants for the damage caused to their glasses, vases, mugs, plates and bowls as set-out in the said list.

10. In respect of the effect that the unlawful termination/illegal eviction had on the Appellant Tenants, the Tribunal finds that the Appellant Tenants are entitled to a further sum arising from the damages suffered by them. In regard, the Tribunal accepts the evidence given by the Appellant Tenants that they suffered enormously and that the illegal eviction had a significant effect on them including placing a strain on their relationship. Additionally, the Tribunal accepts that the Appellant Tenants were left in an extremely difficult and stressful situation on their return from their holidays and were required to seek alternative accommodation. Furthermore, it is accepted that the Appellant Tenants were denied access to their belongings for a period of time. The Tribunal also accepts that the Second Named Appellant Tenant suffered from adverse mental health issues as a result of the matters complained of. In light of the totality of the evidence presented to the Tribunal, the Tribunal is of the view that damages in the sum of €10,000 be awarded to the Appellant

Tenants arising from the effect that the unlawful termination/illegal eviction carried out by or on behalf of the Respondent Landlord had on them.

11. Accordingly, the Tribunal finds that the Respondent Landlord shall pay the Appellant Tenants the sum of €10,592.

8. Determination:

In the matter of Thomas Anthony Daly and Michelle Goes (Appellant Tenants) and Kenneth King (Respondent Landlord), the Tribunal, in accordance with section 108(1) of the Residential Tenancies Act 2004, determines that:

The Respondent Landlord shall pay the total sum of €10,592 to the Appellant Tenants within a period of 84 days of the date of issue of the Determination Order, being damages of €10,592 for the consequences of unlawfully terminating the Appellant Tenants' tenancy of the dwelling at Henley Cottage, Churchtown Road Upper, Churchtown, Dublin 14.

The Tribunal hereby notifies the Residential Tenancies Board of this Determination made on 11/05/2021.



Signed:

Andrew Nugent Chairperson

For and on behalf of the Tribunal.