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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AE/HNA/2023/0031**
Property	**:**	**30 Manor Drive, Wembley, HA9 8ED**
Applicants	**:**	**Maria Plaza Martin**
Representative	**:**	**Ms Heung of counsel**
Respondent	**:**	**London Borough of Brent**
Representative	**:**	**Ms Robson, in house counsel**
Type of Application	**:**	**Appeal against a financial penalty, Housing Act 2004, s 249A and Sch 13A**
Tribunal Members	**:**	**Judge Prof R Percival** **Mr S Wheeler MCIEH, CEnvH**
Date and venue of Hearing	**:**	**19 September 2023**
Date of Decision	**:**	**16 October 2023**

DECISION

Decision

(1) The Tribunal dismisses the appeal and declines to vary the final notice.

Introduction

1. By an application under section 249A and Schedule 13A of the Housing Act 2004 ("the 2004 Act"), the Appellant appeals against a financial penalty imposed by Brent Borough Council.

2. The final notice appealed against was dated 6 February 2023. The notice alleged that the Appellant had committed the offence of being a person having control of or managing a house in multiple occupation (HMO) required to be licensed but which was not licensed contrary to section 72(1) of the 2004 Act. The financial penalty is £10,000.

3. The alleged offence was originally drawn to the Respondent's attention in late 2019, resulting in an unannounced visit by enforcement officers on 10 January 2020.

4. A notice of intent to issue a financial penalty was served on 9 March 2020.

5. The Respondent purported to serve a final notice on 23 June 2021.

6. That final notice was withdrawn by a notice of withdrawal dated 3 February 2023 on the basis that it did not satisfy statutory requirements, and the final notice referred to above was served.

7. The property is a large three storey semi-detached house. Mr Manuel Plaza Lorenzo, the Appellant's father, was the registered owner of the property from 2019 to May 2022.

The hearing

8. Ms Heung of counsel represented the Appellant. The Appellant attended and gave evidence. Ms Robson, in-house counsel, represented the Respondent. Mr Reid, the enforcement officer responsible gave evidence.

Liability

9. In his witness statement, Mr Reid relates that the property was referred to the Respondent as a possible HMO in late 2019. Records held by the

Respondent showed that the Appellant had been liable to pay council tax on the property since 1 August 2019, and that Manuel Plaza Lorenzo, the Appellant's father, was the registered owner of the freehold.

10. Mr Reid made an unannounced visit to the property on 10 January 2020, accompanied by five other enforcement officers. He found that there were 12 bedrooms on the ground, first and second floors, a single kitchen and two communal bathrooms. There was also a one bedroomed annex on one side of the house, and what he described as a "rear out-building" in the garden, both of which were "in use as domestic accommodation".

11. The annex was occupied by Manuel Ballesteros, who, according to Mr Reid, said he managed the property on behalf of "Maria", and collected the rent. As he explained in his oral evidence, Mr Reid spoke to Mr Ballesteros, while the other enforcement officers spoke to other occupants. Adopting their normal practice, the officers asked each occupant if they wished to provide information about the property. Twelve of the (apparently) 19 occupiers said that they would. Each were given a questionnaire headed "Response form: section 235 Housing Act 2004", which they filled in.

12. The occupants were not formally served with a notice under section 235 in advance of agreeing to fill in the questionnaire. At the foot of the questionnaire appeared a "note" stating that "Under section 238 of the Housing Act 2004, it is an offence to provide any false or misleading information. The London Borough of Brent … may check and cross reference any of the details provided and take appropriate enforcement action as necessary." The form is then signed by the informant and counter-signed by the officer (although Mr Reid told us that the forms, or some of them, would have been presented to him to sign as lead officer in respect of the complaint).

13. Of particular significance in this case are question 7, which reads "Who is your landlord/agent and their details?", question 9, "Details of person collecting rent", 11, "when did you last pay rent and to whom?", 13, "When was the last time the Landlord/Agent visit the property?", and "If know, state the name of the person who visited, and the reason".

14. Mr Ballestero gave "Maria Plaza" as the landlord, himself as the person who collected the rent, and "2 or 3 weeks ago" as the last landlord's visit. In the final "other comments" section, Mr Ballestero said the following:

> "I met Maria 3 years ago, and they asked me to look out for the house, to maintain the house. I don't pay the rent. She came to the house every 2 weeks. I don't bring the tenants to the house. Maria gives me the money to repair the house and change everything."

15. Of the other forms, one said that Mr Ballestero collected the rent and "Maria" was the landlord, two said that "Maria" was the landlord and collected the rent, and nine gave Mr Ballestero as the person who collected the rent. Seven of those also identified Mr Ballestero as the landlord. Two answered that question by saying they did not know.

16. The Respondent provided a copy of a tenancy agreement between the Appellant and her father. The agreement is dated 1 August 2019. The term of the tenancy is given as three years, the rent as £4,400 per month and the deposit £6,800 (the form used was outdated, and made no provision for the protection of the deposit, and purported to grant an assured shorthold tenancy). Mr Reid explained that the agreement had been provided by the Respondent's council tax team in early 2023.

17. The property was clearly an HMO. At the hearing, the Appellant did not contest that the property was a licensable HMO, nor that it was not licenced.

18. The Appellant's account was that in 2019, her father asked her to become responsible for the council tax on the property, on the basis that he could not, as he was resident in Spain. She agreed to do so, and signed the tenancy agreement for that purpose. It was put to her that her father could have lawfully paid the council tax, regardless of his domicile, as the owner of the property (Local Government Finance Act 1992, section 6(2)(f)). Her response was, effectively, that she relied on what her father had told her about needing someone to pay the tax. Her evidence was, therefore, that the tenancy agreement was merely a device to allow her to pay the council tax in place of her father, although he really paid the tax. She said she did not receive any rent from the property, and did not pay the stated rent to her father or pay the deposit. She had visited the property when her father first bought it, when it unoccupied, but had not, at least regularly, visited otherwise. Her evidence was a little unclear, and she may have accepted that she visited once or twice more, but not when the property was occupied as it had been on Mr Reid's unannounced visit.

19. The Respondent's case was that the Appellant was the "Maria" who sometimes collected rent from the occupants of the property, that the tenancy agreement was real, and that she was in receipt of the rent from the occupants of the property.

20. Before we set out our conclusions as to liability, we set out our impression of the witnesses.

21. Mr Reid came over as a clear, straightforward and honest witness. He answered questions directly, and was prepared to concede when appropriate that errors had been made.

22. Ms Plaza Martin was to a degree evasive during her oral evidence. Ms Robson, and the Tribunal, frequently found it necessary to repeat questions before getting a straight answer. A particular example was when she answered questions about her correspondence address and the company she worked for (which is a retail concern owned by her father). She did so in a way that seemed calculated to avoid being transparent, including questioning the relevance of the questions put to her. But it is also true to say that, when pressed, she appeared to tell the truth about that matter.

23. Further by way of a preliminary matter, we expressed some concern at the nature of the questionnaires filled in by the occupants and referred to above.

24. Section 235 of the 2004 Act provides that, in connection with a local authority's functions under the Act, an authorised person

> "…may give notice to a relevant person requiring him –
> (a) to produce any documents …"

25. Our concern was that the section appears to us to be clearly aimed at requiring the disclosure of a pre-existing document in the custody of the person to whom the notice is directed. We were not provided with any authority to the contrary. The questionnaires distributed by the Respondent, however, sought from the recipient the information requested. Given that a failure to make disclosure under the section is a criminal offence, the danger we perceived was that the occupiers filling in the questionnaire would consider themselves under compulsion, at pain of criminal prosecution, to answer the questions.

26. The Respondent submitted that the questionnaires were properly sought under section 235, and in any event, the rubric in the note underneath only effectively reproduced the effect of a statement made pursuant to Criminal Justice Act 1967, section 9.

27. We reject the submission that the questionnaires amounted to a proper use of section 235. The section presupposes the prior existence of a document, the production of which is may be required on pain of prosecution. The questionnaires, rather, required the creation of a new document by the persons to whom they were addressed.

28. We heard evidence from Mr Reid as to the practice used in distributing the questionnaires. The occupiers were not given a prior notice requiring the information under the threat of a prosecution under section 236(1). Rather, the questionnaires were answered voluntarily, the team members who approached the occupiers making it clear that it was up to them whether they filled them in or not. The voluntary nature of the questionnaires is, it would seem, attested to by the fact that only 12 out of the 19 occupiers identified filled them in.

29. Having heard Mr Reid's evidence, we concluded that, while unfortunate, the presentation of the questionnaires did not amount to the imposition of any unfair or inappropriate pressure on occupiers to fill them in. As Ms Robson argued, despite the misuse of the reference to section 235, the actual words on the forms were similar in effect to those on a section 9 statement (see the template for a section 9 witness statement at Crim PR 16.2).

30. Had we decided otherwise, we would have had to consider the extent to which, when considering whether a landlord has committed the criminal offence, we have a discretion parallel to that created in criminal courts by the Police and Criminal Evidence Act 1984, section 78, and, if we concluded that we did have such a discretion, whether we should exercise it so as to exclude the questionnaires. We hope that the respondent will reconsider the purported use of section 235 in this context in the future.

31. We consider first the primary liability of the Appellant – that is, whether the offence is made out before we consider the statutory defence of reasonable excuse in section 72(5) of the 2004 Act.

32. As to the evidence, we concluded that we cannot be sure, that is, we cannot conclude beyond a reasonable doubt, that the Appellant's account is false. We think it *more probable than not* that she had more to do with the management of the property than she said, and that she was the Maria mentioned by some of the occupiers, but in neither case can we be satisfied to the criminal standard.

33. We note that the Appellant does not contest that Mr Ballestero thought that she was the landlord. We think we can infer that she knew that that was Mr Ballestro's belief, and from that in turn, we conclude that it is more likely than not that she understood that the paper she signed was a tenancy agreement under which she was assigned the role of landlord.

34. We believe the Appellant when she says that she did not receive the rents from the occupiers, but that the rents went to her father. Similarly, we believe that she did not pay rent (or the deposit) to her father. This we think is true on the balance of probabilities.

35. The next question is whether, on her account, she was a person having control or managing the property.

36. Section 263 defines "person having control" and "person managing" as follows:

> "(1) In this Act *'person having control'*, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on

his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.

(3) In this Act *'person managing'* means, in relation to premises, the person who, being an owner or lessee of the premises–

(a) receives (whether directly or through an agent or trustee) rents or other payments from–

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) ...; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

37. The question, then, is whether the Appellant remains a person managing the property on the basis of sub-section (3)(b), given her account?

38. We consider that she is a lessee. The agreement with her father creates a valid lease, although not an assured shorthold. The lease granted her exclusive possession. She did not assert or exercise the exclusive possession, but it was clearly and expressly conferred by the lease. Had she wished to, she could have enforced it. The tenancy was for a term. It was also expressed as being at a rent. No rent was, we find, actually paid. But the lease provided for payment of rent, and the counter-party, her father, could have enforced the payment of the rent. In any event, payment of rent is not a necessary requirement for the existence of a tenancy: *Ashburn Anstalt v Arnold* [1989] Ch 1.

39. We do not think that the Appellant can avoid the legal effects of the tenancy agreement on the basis that it was not intended to be "real", or that it was a sham. The creation of a tenancy is a matter of the proper construction of the instrument creating it. If, objectively, an agreement grants exclusive possession for a term, it grants a lease: *Street v Mountford* [1985] 1 AC 810 (as interpreted in *Ashburn Anstalt* as to rent). The notion of a sham in that case relates to an agreement that pretended it was not a lease (in order to evade regulatory provisions), when, objectively, it was. There can be no doubt that the agreement we were provided with did, objectively, create a tenancy. The ulterior motive (which, it turns out, was in any event unnecessary) does not detract from the true meaning of the instrument.

40. Given that she was the lessee, she would have received the rents of those in occupation, were it not for the fact that those were (we find) diverted to her father. Ms Heung argued in her submissions that there was no evidence of an arrangement, as required by section 263(3)(b). We reject this submission. It was clear from the Appellant's evidence that the rent was diverted to her father. The whole point of the Respondent's account was that her father was really running the rental business at the property, but needed her to pay the council tax that, he thought, he could not pay. The diversion of the rents to her father must have been in pursuance of an agreement or arrangement to that effect. She agreed to sign the tenancy agreement so that she could pay the council tax (or channel its payment from her father); and it was a necessary element of that agreement that the rents properly owed to her as lessee were diverted to her father.

41. We conclude, therefore, that on her own account, the Appellant was a person managing the property.

42. The question then arises as to whether the council tax motivation for the existence of the lease, and therefor the fact that she was managing the property, amounts to a reasonable excuse.

43. Insofar as she argued for a reasonable excuse in her final submissions, Ms Heung did so on the basis that her submissions in respect of primary liability were similarly relevant to this question.

44. We stated at paragraphs [32] to [34] above our findings in relation to the Appellant's account, and her engagement with the property, both on the criminal standard and on the balance of probabilities. We remind ourselves that it is for the Appellant to satisfy us, on the balance of probabilities, that the reasonable excuse is made out.

45. The Upper Tribunal gave general guidance on the correct approach to what may be a reasonable excuse under section 72(5) in *Marigold and Others v Wells* [2023] UKUT 33 (LC).

46. The issue before us is encapsulated in the third stage of the process set out in that case at paragraph [48], which draws on *Perrin v HMRC* [2018] UKUT 156 (TCC). In the terms set out there, we should ask ourselves the question "was what the [landlord] did (or omitted to do or believed) objectively reasonable for this [landlord] in those circumstances".

47. As we have stated, we consider on the balance of probabilities that the Appellant had some significant engagement with the property in the period before the unannounced visit, including, on occasions, collecting the rent, and that she understood that she was the landlord under the

tenancy agreement she signed, even though the reason why she signed it was to facilitate the payment of the council tax.

48. Our findings of fact are that she knew enough to know that she was fixed with the legal status of landlord under the tenancy agreement, and she knew that the paper she signed was a tenancy agreement. We conclude that a reasonable person in her position would have realised that having that status would expose her to legal consequences, and so she should take appropriate steps to ensure that she was aware of what those legal consequences were. One such consequence would be the need to secure an HMO licence. On the balance of probabilities (see above, paragraphs [32] and [33]), she knew the circumstances existing in the property, which would have alerted the reasonable person who had taken steps to ascertain a landlord's responsibilities to conclude that an HMO licence was necessary. As a result, the circumstances as she believed them to be were not such as to provide her with a reasonable excuse.

49. There is a second and independent basis for concluding that she did not have a reasonable excuse. On her own account, the entire arrangement was a scheme to circumvent what she and her father believed (erroneously) to be a legal requirement. It is fair to say that, unlike, for instance, schemes to avoid or evade paying tax, it was a scheme to allow her father to pay tax. The state of her beliefs (and her father's beliefs) as to why it was thought necessary for him to pay tax were not explored in evidence, and we do not make any assumptions about them. But whatever the motive, the arrangement amounted to an attempt to tell lies about the real relationships relating to the property to evade the requirement (as they believed) for someone resident in this jurisdiction to pay council tax. The fact that the lies were not effective (insofar as we conclude that she really was a lessee), and that they were not necessary as a matter of law, does not alter the nature of what the Appellant and her father were trying to accomplish. We do not think that the attempt to enter into such an arrangement can properly be seen as a reasonable excuse, as a matter of policy. To do so would be to reward the (attempted) use of dishonest means to evade a (erroneously believed-in) legal requirement.

50. Accordingly, we find beyond a reasonable doubt that the Appellant committed the offence and, on the balance of probabilities, reject the proposition that she had a reasonable excuse.

Quantum

51. We turn to the amount of the financial penalty imposed.

52. The Respondent did not contest the state of the property at the time of Mr Reid's unannounced visit.

53. As we noted above, Mr Reid described the property as a large three storey semi-detached house. On the day of the unannounced visit (10 January 2020), it was divided into 12 bedrooms on the ground, first and second floor, a ground floor kitchen, at the rear, with two communal bathrooms. In addition, there was the side annex, occupied by Mr Ballesteros, and a what Mr Reid described as a rear out-building, which was also used for domestic accommodation. There were 19 people apparently in occupation at the time of the visit.

54. The large kitchen did not have a fire door, or a heat detector. There was a fire blanket. In places, the floor tiles were cracked or absent. Two of the five ground floor bedrooms had no access to natural light or ventilation. There were five more bedrooms on the first floor, and two on the second floor. There was no communal living space, apart from the kitchen. There was no fire detection system, nor any fire doors on any of the bedrooms in the main house. A partition wall between two of the bedrooms included a glazed door and did not provide fire protection. Some (it was not specified how many) of the bedroom doors only had locks that required the use of a key from the inside, thus creating a further safety hazard in the event of fire. Mr Reid's witness statement exhibited photographs illustrating his evidence.

55. From this factual evidence, we draw two primary conclusions.

56. The first is that the property was seriously overcrowded. Some rooms would never have been licensed for occupation had the property been licensed as an HMO (such as those with no natural light or ventilation). The number of bathrooms was inadequate for the number of occupants. We doubt (although this was not in Mr Reid's evidence) that the communal living space would have been sufficient to make the property licensable for the number of people living there; nor that that number of bedrooms, even excluding those without external light or ventilation would have been licensed.

57. Secondly, the fire safety provision for the property was wholly inadequate. There was a fire blanket in the kitchen, but no other fire safety features were present. The absence of an alarm system, including a heat detector in the kitchen, and the lack of any fire doors means that the risk of serious injury and death, in the event of fire, was very high.

58. Further these two features – serious overcrowding and an almost total absence of fire safety features – are even more serious when seen together than when separate. Overcrowding makes the occurrence of a fire more likely, and makes the likely consequences, in terms of serious injury and death, more severe.

59. The other, much less serious, issues observed by Mr Reid were inadequate provision of rubbish bins and a failure to display the managers name and contact details.

60. As is the usual practice of London local authorities, the financial penalty is determined by means of a matrix. We reproduce that used by Brent below. It will be noted that the point score for the last row is to be doubled in determining the final penalty charge.

Factors	Score = 1 to 7	Score = 8 to 14	Score = 15 to 20
1-Deterrence & Prevention	High confidence that a financial penalty will deter repeat Offending. Publicity not required as a deterrence,	Medium confidence that a financial penalty will deter repeat offending. Some publicity will be required as a deterrence in the landlord community.	Low confidence that a financial penalty will Deter repeat offending. Mass publicity will be required as a deterrence in the landlord community.
2-Removal of Financial Incentive	No significant assets and low financial profit made by offender.	Small landlord/agent managing up to 5 properties and/or some rental income retained.	Portfolio landlord/agent running over 5 rental properties.
3-Offence & History	No previous history and single low offence.	More than one recent offence and/or moderate level offence(s).	Multiple and/or continuous serious offences.
4- Harm to tenants – DOUBLE WEIGHTING	Low potential harm to tenants and single household dwelling.	Moderate potential harm to tenants and/or small HMO with up to 5 tenants,	High level of potential harm to occupants, continuous impact and/or large HMO with more than 5 occupants

61. The fixed penalty charges associated with the scores produced by the matrix are as follows:

Score Range	Penalty Charge	Score Range	Penalty Charge
1-5	£300	51-60	£10000
6-10	£500	61-70	£15000
11-20	£750	71-80	£20000
21-30	£1000	81-90	£25000
31-40	£2500	91-100	£25000
41-50	£5000		

62. We do not think there are elements of the local authority's policy beyond the use of the matrix that need to be set out in this decision. Nothing in the policy was contested by the Respondent, beyond the application of the matrix to this case.

63. Mr Reid described the process by which the final score was determined. In essence, he gave his assessment, which was then subject to review and approval by the head of service at the authority.

64. The scores that the authority approved as a result of this process were as follows:

Row 1: deterrence and prevention: 5
Row 2: Removal of financial incentive: 11
Row 3: Offence and history: 11
Row 4: Harm to tenants (double counted): 16 (so 32 in total).

65. In his evidence, Mr Reid conceded that that for row 3 was erroneous, as there was no evidence of a previous offence and the Appellant was otherwise unknown to the authority. He would now, he said, give that row a score of 7. The original total was thus 60, which reduces to 56 given the concession in respect of row 3. There is no effect on the decile, so the penalty would be the same.

66. Ms Heung was naturally in a difficult position in her submissions as to quantum, given the Respondent's primary case, but she was able to argue that Mr Reid's conclusions were erroneous in some respects. However, our task now is to review the proper scores in the light of our findings of fact above. As a result, Ms Heung's submissions are no longer relevant to our conclusions, and, with respect, we do not summarise them here.

67. It is important, in reviewing Mr Reid's scores, to keep at the front of our minds that it is the Appellant who is fixed with the financial penalty, and not her father, whatever the underlying financial relationship between father and daughter may be.

68. We observe that, where we depart from the Respondent's scores, this is, in general, not a criticism of the Respondent's conclusions, but rather the operationalisation of our factual conclusions.

69. We think that a lower score is called for in relation to row one. Given the unique circumstances of the Appellant's engagement with the property, it is unlikely that she will ever re-offend in this way. For Mr Reid's figure of five, in the range of 1 to seven, we substitute one.

70. Given our conclusion as to the diversion of rents to the Appellant's father, we also think we should reduce the figure in row two. We note that Mr Reid was influenced in this respect by the fact that there was no

mortgage on the property. That is a factor that effects the profits of the father, not the daughter. We note something of a discontinuity in the descriptors in this row, as columns two and three suggest that the size of the offender's rental operation is the key determinant, whereas the first column relates to no significant assets *and* low profits. Be that as it may, and despite the seriousness of the offence, we think that the Appellant does fall into the first column, and, since her financial benefit was probably non-existent, we substitute a score of one.

71. As to row three, Mr Reid suggested a change from eleven, as originally determined, to seven, on the basis of the complete lack of a history of offending.

72. Again, the descriptors are not entirely congruent in row three, but it is clear that the level of the offence is relevant, as well as the offending history of the Appellant. The factor being determined is specified as "offence and history", not just "history". We certainly think that column one is not relevant, as the descriptor there requires both that there is no previous history and that it is a "single low offence". Given the state of the property, we do not regard this as a "low offence", even if it is a single one. The second row allows as an alternative ("and/or") that it is a "moderate" offence *or* offences. The third column appears to require multiple offences, although it is not clearly drafted, "offences", being in the plural even though the is an "and/or" after "multiple". However, since the drafting of column two uses "offence(s)" when it is clear that one offence is contemplated, a formulation not used in column three, we must assume that a single offence alone cannot bring an offender into column three. However, as should be apparent from what we have said above, we consider the offence to be a serious one, not a moderate one. Accordingly, doing the best we can with the matrix, we allocate a score at the top of the column two range, 14, on the basis of the seriousness of the offence alone. This appears to be us to appropriate, as the factor balances both seriousness of the instant offence with history of other offending. While the former is high, the latter is not apparent at all.

73. Row four relates to harm to the tenant, and is double weighted. The number of occupants alone puts it into the third column. In assessing seriousness within the third column range, note that the text refers to "potential harm. It thus includes risk of harm to the tenant. Were it otherwise, a property such as that in this case would inevitably be rated relatively low, even if the risk of a catastrophic fire is high, as long as that risk had not, in fact, eventuated.

74. We regard the risk of a catastrophic fire as high in this case. The very large number of occupiers crammed into this property with next to no fire safety provision were exposed to a high risk of very serious harm or death. The Respondent assessed this at one up from the lowest level of

column three. We think that too low. We assess the correct score to be 18 (which doubles to 36).

75. Our total score is 52. The result of this exercise is that the financial penalty remains the same.

Rights of appeal

76. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the London regional office.

77. The application for permission to appeal must arrive at the office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

78. If the application is not made within the 28 day time limit, the application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at these reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

79. The application for permission to appeal must identify the decision of the Tribunal to which it relates, give the date, the property and the case number; state the grounds of appeal; and state the result the party making the application is seeking.

Name: Tribunal Judge Professor Richard Percival **Date:** 16 October 2023