

NOTICE OF FILING

Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 22/12/2023 3:05:00 PM AEDT
Date Accepted for Filing: 5/02/2024 12:41:55 PM AEDT
File Number: ACD6/2024
File Title: GAI HIGGINSON & ORS v AUSTRALIAN CAPITAL TERRITORY
Registry: AUSTRALIAN CAPITAL TERRITORY REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads 'Sia Lagos'.

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Form 17
Rule 8.05(1)(a)

Statement of Claim

No. of 2023

Federal Court of Australia
District Registry: ACT
Division: General

GAI HIGGINSON & ORS

Applicants

AUSTRALIAN CAPITAL TERRITORY

Respondent

The applicant claims declarations, damages, interest and costs.

Filed on behalf of
Prepared by
Law firm
Tel
Fax
Email

Gai Higginson & Ors
Sangeeta Sharmin
Ken Cush & Associates
(02) 6257 9922
02 6257 9933
sangeeta.sharmin@kencush.com.au
Level 1, ARTE Building
10-12 Lonsdale Street
Braddon ACT 2612

Address for service

A. THE PARTIES

A1 The applicant

1. The applicant was born on 7 January 1959 and is aged 64 years.
2. The applicant lives at 19 Batman Street, Braddon, in the Australian Capital Territory (**the Territory**) which is her home (**the applicant's home**).
3. The applicant's home is the premises and land as described within the Crown lease entered in Register Book Volume 38 Folio 3714 (**the Crown lease**).
4. The Crown lease is for a term of 99 years commencing on 14 June 1955 between the Commonwealth of Australia and Alexander Pegrem Dunn under the *City Area Leases Ordinance* 1936-1951 (Cth).
5. The current registered proprietor of the Crown lease is the Commissioner for Social Housing.

PARTICULARS

Transfer T1474473 dated 2 August 1985 in favour of the Commissioner for Housing for the Australian Capital Territory registered on or about 4 July 2006 with the name of the registered proprietor changed to the Commissioner for Social Housing on or about 20 March 2008.

6. In or around 1990 the applicant signed a lease in respect of the Crown lease (**the applicant's tenancy lease**).

PARTICULARS

Periodic fortnightly lease entered into under the *Housing Assistance Ordinance* 1987 (ACT) between the applicant and the Commissioner for Housing commencing on 30 August 1990.

7. The applicant has been a tenant of the applicant's home pursuant to the applicant's tenancy lease for the last 33 years.
8. The applicant's home is affordable, secure and appropriate for her housing needs.
9. The applicant's home is integral to her personal security and mental stability.
10. The applicant's tenancy lease enables the applicant to live an autonomous life and socialise in her locality.
11. The applicant identifies as having a social identity in her locality.
12. The applicant has established and developed meaningful social relationships with her neighbours.
13. The applicant has conducted her family life from the applicant's home for around 33 years.
14. The applicant has the right to recognition and equality before the law, protection of her family life, the right not to have her privacy, family and home interfered with unlawfully or arbitrarily and the right to choose her place of residence.

PARTICULARS

Sections 8(2), 8(3), 11(1), 11(2), 12(a) and 13 *Human Rights Act 2004* (ACT).

15. The respondent has, as more fully pleaded in this Statement of Claim, acted unlawfully and arbitrarily and contrary to the terms of the applicant's tenancy lease by purporting to terminate the applicant's tenancy lease and requiring her to move to alternative premises away from the applicant's home and social relationships.

A2 The respondent

16. The respondent is a body politic established pursuant to s. 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**the SG Act**).
17. The Crown lease is 'Territory Land' within the meaning of the *Australian Capital Territory (Planning and Land Management) Act 1988* (Cth) (**the PLM Act**).
18. By virtue of s. 29(1)(b) of the PLM Act, the respondent had power to grant estates in Territory Land.
19. By virtue of s. 30 of the PLM Act, the respondent is liable for acts done in the management of Territory Land in place of the Commonwealth of Australia.
20. Section 4 of the *Housing Assistance Act 1987* (ACT) established the Commissioner for Social Housing (**the Commissioner**) with the power to enter into tenancy agreements under s. 9(1)(h) of that Act.
21. Section 9 of the *Housing Assistance Act 2007* (ACT) (**the Housing Assistance Act**) established the office of Commissioner for Social Housing under the Housing Assistance Act with the powers of a natural person.
22. By s. 11 of the Housing Assistance Act, the Commissioner has the function of administering on behalf of the respondent programs and funding arrangements for housing assistance in the Territory, including public rental housing.
23. The Commissioner does not have the power to employ staff on contracts of employment by virtue of s. 12 of the Housing Assistance Act, however, under s. 17 may delegate the Commissioner's functions under the Act, or another Territory law, to a public servant.
24. Housing ACT is a sub-unit of the Community Services Directorate, a Department of the executive government of the respondent.
25. Housing ACT undertakes the work associated with the statutory functions of the Commissioner. The Commissioner has delegated its functions under the Housing Assistance Act to delegates, sub-delegates and public employees, including officers of the Community Services Directorate at Housing ACT (**the Officers**).
26. The respondent through Housing ACT has caused the Commissioner to enter into tenancy agreements with the applicant and Group Members and has acted purportedly pursuant to delegation by the Commissioner.
27. The respondent is sued in relation to the acts and omissions of the Officers, specified below, with respect to the tenancy leases held by the applicant and Group Members.

B. GROUP MEMBERS AND THE NATURE OF THIS CLAIM AS REPRESENTATIVE PROCEEDINGS

28. The applicant brings this proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth) on her own behalf and on behalf of other persons (**Group Members**) who were:
- (a) Tenants, and / or their family members, under leases of Territory Land (**tenancy leases**) at any time between 23 December 2020 and 1 November 2023 (**the Relevant Time**); and
 - (b) subjected to decisions and conduct of the Officers which constituted repudiatory breach of their tenancy leases (**Breach Conduct**), being:
 - (i) a decision taken, or purportedly taken, by Louise Gilding, Executive Group Manager of Housing ACT, on or about 23 December 2020 and by the Officers to relocate Group Members and commence termination of their tenancy leases (**the Termination Decision**);

PARTICULARS

the Termination Decision was taken, or purportedly taken, in relation to the approximately 585 properties listed in Annexure B of this Statement of Claim; and

- (ii) the Officers' notification to Group Members on or about February 2022 that they would have to relocate from their homes (**the Termination Notification**).
29. Group Members are each a member of one or other of the following sub-groups:
- (a) a sub-group comprising Group Members, including the applicant, who did not accept the Breach Conduct (**the Continuing Tenancy Sub-Group Members**); and
 - (b) a sub-group of Group Members who did accept the Breach Conduct and left their homes (**the Relocated Sub-Group Members**).
30. The claims of the Group Members:
- (a) arise out of the same, similar or related circumstances; and
 - (b) give rise to substantial common questions of law and fact as identified in section G below.
31. As at the date of commencement of proceedings there were seven or more persons who had claims against the respondent.

PARTICULARS

Group Members include, as far as is currently known, those persons listed in Annexure A to this Statement of Claim.

C. THE RELEVANT STATUTORY FRAMEWORK

32. The tenancy leases held by the applicant and Group Members were all leases of Crown land, the freehold of which is vested in the Commonwealth of Australia but subject to the management, control and liability of the respondent as set out at paragraphs 16 to 27 of this Statement of Claim.

PARTICULARS

By agreement dated 18 October 1909 as ratified by the Commonwealth of Australia (**the Commonwealth**) in s. 3 of the *Seat of Government Acceptance Act 1909* (Cth), the Commonwealth of Australia accepted certain lands described in Schedule 1 to that Act as a Territory to be known as the Australian Capital Territory.

33. By virtue of the provisions of s. 9 of the *Seat of Government (Administration) Act 1910* (Cth) (**the SGA Act**), the Crown land of the Territory may not be sold or disposed of for any estate of freehold.
34. Despite s. 9 of the SGA Act, the Commonwealth retained the right to lease Crown land in the Territory.
35. Prior to self-government of the Territory, all land in the Territory was under the control of the Commonwealth.
36. Prior to self-government of the Territory, leases in Canberra were governed by the provisions of the *City Area Leases Ordinance 1936* (Cth).
37. With the commencement of the SG Act on 6 December 1988, the respondent commenced existence as a body politic with an executive government.
38. By virtue of s. 29(1)(a) of the PLM Act, the respondent has responsibility for the management of Territory Land, as that term is defined in that Act, on behalf of the Commonwealth.
39. Under s. 37 and Schedule 4 of the SGA Act, the executive government of the respondent was empowered to grant leases from the Crown in the Territory.
40. By virtue of s. 9 of the Housing Assistance Act, the Commissioner is established as a corporation sole with the power to enter contracts and deal with land.
41. The Commissioner's functions are exercised by Officers of Housing ACT under delegation from the Commissioner.

C1 Obligation of Officers to act lawfully

42. Officers of the respondent are employed under the *Public Sector Management Act 1994* (ACT) (**the PSM Act**).
43. The PSM Act by s. 9 required the Officers, when performing their functions and duties to:
- (a) comply with laws applying in the Territory;
 - (b) if dealing with a member of the public, to treat any such person with courtesy and sensitivity to their rights and aspirations;

- (c) act consistently with public sector values;
 - (d) not behave in a way that undermines the integrity and reputation of the ACT Public Service;
 - (e) not intimidate anyone; and
 - (f) not apply improper influence on anyone.
44. Pursuant to s. 37 of the Housing Assistance Act, Officers are not personally liable for conduct and liability for acts and omissions of Officers attaches to the respondent.
45. The ACT Public Service Code of Conduct required the Officers, when performing their functions and duties, to:
- (a) treat others with the sensitivity, courtesy and understanding which he or she would wish for himself or herself, resting on a foundation of fundamental decency;
 - (b) be accountable for dealings with the public;
 - (c) relate to members of the public relying on services provided by the public service in a fair, decent, caring and professional manner;
 - (d) be constructive in dealing with other people by doing things without requiring something in return; and
 - (e) know his or her obligations and powers under the relevant law relating to the provision of social housing and the administration of tenancy leases, including the Housing Assistance Act, the *Residential Tenancies Act 1997* (**the RT Act**) and the *Human Rights Act 2004* (ACT) (**the HR Act**).
46. The Officers were public authorities for the purposes of s. 40(1) of the HR Act.
47. Sections 8(2), 8(3), 11(1), 11(2), s 12(a), s13, s14 and 27 of the HR Act applied to the applicant and / or Group Members and the tenancy leases.
48. Pursuant to s. 40B of the HR Act, it was unlawful for any of the Officers to act in a way which:
- (a) was incompatible with; or
 - (b) failed to give proper consideration to the human rights of the applicant and / or any Group Members.
49. Pursuant to s. 30 of the HR Act, so far as is possible, the provisions of the Housing Assistance Act, including the functions, powers and duties provided for, as they existed during the Relevant Time, must be interpreted in a way that is compatible with human rights.
50. Pursuant to s. 30 of the HR Act, so far as is possible, the provisions of the RT Act, including the principles and the rights for tenants such as the applicant and Group Members provided for, as they existed during the Relevant Time, must be interpreted in a way that is compatible with human rights.

51. Section 28(2) of the Housing Assistance Public Rental Housing Assistance Program 2013 (No 1), disallowable instrument DI2013-52 made under s. 19 of the Housing Assistance Act (**the 2013 Program**), conferred a discretion on the Commissioner to require a tenant to transfer to another public housing dwelling only in certain specified circumstances.
52. The 2013 Program was an approved housing assistance program for the purposes of the Housing Assistance Act and the RT Act.
53. The discretion under s. 28 of the 2013 Program was required to be exercised lawfully, consistently with the scope and purpose of the Housing Assistance Act and, as far as possible, consistently with the protection of rights under the HR Act.

C2 Obligation to comply with tenancy terms and laws

54. It was a term of the applicant's tenancy lease that the applicant had a right to quiet enjoyment of the Crown lease which was to remain in possession subject to the terms of the lease without interference from the lessor.

PARTICULARS

The term was implied by law.

55. From 1997, the RT Act, including s. 2.4 of Schedule 2, applied to the applicant's tenancy lease.

PARTICULARS

Section 8 of the RT Act provides that the terms of a periodic tenancy are the standard residential terms from time to time.

56. It is a term of the applicant's tenancy lease that the lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

PARTICULARS

Clause 52 of Schedule 1 in the RT Act.

57. The applicant was a tenant under a social housing assistance program approved under the Housing Assistance Act being at the Relevant Time the 2013 Program.
58. It is a term of the applicant's tenancy lease that the tenancy lease cannot be terminated otherwise than in accordance with the provisions of clause 2.4 of Schedule 2 of the RT Act.

PARTICULARS

The term of the lease, being clause 105, applies if the Commissioner gives the tenant written notice in accordance with an approved housing assistance program requiring the tenant to move to alternate rental premises requiring at least 26 weeks' notice.

D. MATERIAL FACTS

D1 The tenancy leases, the Termination Decision and the Termination Notifications

59. On and from 23 December 2020, the Officers took action to implement the Termination Decision in relation to approximately 585 properties.
60. The Termination Decision was purportedly made under the Growing and Renewing Public Housing Strategy 2019-2024 (**the 2019 Strategy**).
61. The 2019 Strategy was not an approved housing assistance program.
62. In or about February 2022, the Officers sent Termination Notifications to approximately 337 tenants of the Commissioner, including the applicant and Group Members.
63. The Termination Notifications stated that “the Housing ACT property that you live in has been identified for sale or redevelopment under the Growth and Renewal Program and you will need to move to a different Housing ACT property”.
64. The Termination Notifications gave effect to the Termination Decision.
65. The Termination Notifications made no reference to:
- (a) the terms of the tenancy lease relevant to each recipient of a Termination Notification;
 - (b) s. 2.4 of Schedule 2 of the RT Act;
 - (c) the correct procedure for terminating a lease, instead referring to terms of an enclosed factsheet which incorrectly stated that under the RT Act: “tenants are required by law to move if the property has been identified for sale or redevelopment or if it considered unsafe” and that as a last resort, if the tenants do not accept any suitable offers, a Notice to Vacate would be issued followed by an application to the ACT Civil and Administrative Tribunal for an eviction order; or
 - (d) the existence of an exemption scheme, the ability of each recipient to make application under that scheme for exemption from termination of the recipient’s tenancy lease; the process involved in seeking exemption, the criteria applied to requests for exemption and whether or not procedural fairness would be applied to applications for exemption.
66. The Termination Decision and the Termination Notifications were intended to compel the applicant and Group Members to leave their homes, so as to enable the respondent to meet its objectives under a program which it had established in 2019, the Growth and Renewal Program (**the Program**).

PARTICULARS

- (a) The Program was created to deliver at least 1,400 properties by 2025, by way of 400 additional public housing properties and renewing 1,000 existing properties.
- (b) The identification of those properties was made without reference to the particular circumstances of the occupants.

- (c) The applicant and Group Members were not given the opportunity to object to their inclusion in the Program.
 - (d) The Termination Decision was made in light of the failure of the Program to achieve its objectives through voluntary terminations of tenancy leases.
67. On or about 21 February 2022, the applicant received a Termination Notification.
68. During the period 23 December 2020 and April 2022 the respondent did not have any policy to exempt the mandatory relocation of the applicant or Group Members from the Program.
69. In June 2022, the Tenants Relocation Exemption Panel (**TREP**) was established.
70. No discretionary exemption process was available or capable of being communicated to the applicant or Group Members prior to June 2022.
71. From about June 2022, the applicant and Group Members were invited to apply for an exemption from the effect of the Termination Decision and Termination Notification notwithstanding they had been offered no opportunity to place their circumstances before the respondent to object to their inclusion in the Program when they were told that it was a voluntary relocation.
72. On 26 July 2022, the applicant sent correspondence to Housing ACT notifying them of her intention to apply for an exemption in relation to her property being included in the Program.
73. Also on 26 July 2022, the applicant sent correspondence to Housing ACT requesting reasons for their decision to include her property as part of the Program.
74. On 23 February 2023, the applicant's exemption was considered by the TREP.
75. The exemption process was infected insofar as it:
- (a) proceeded on the assumption that the anterior, procedurally unfair Termination Decision would remain, unless the person applying to the Panel could demonstrate "specific and compelling personal reasons" for being exempted from Termination Decision the effect of which was to include their property in the Program;
 - (b) it was not preceded by communication to the tenants of the basis on which their property had been included in the Program;
 - (c) it was said to be not a reviewable decision pursuant to s. 28(2) of the Public Rental Housing Assistance Program;
 - (d) it was not clear to the tenants which if any of the members of the TREP had jurisdiction to decide under s 28(2) of the Public Rental Housing Assistance Program to 'transfer' the tenants out of their home;
 - (e) the tenants were not afforded procedural fairness during the Panel meeting in that their human rights were not considered, they were not afforded adequate time or consideration in relation to their individual circumstances and the impact of any mandatory relocation, the outcomes were pre-determined and there was a lack of a proper hearing.

76. The applicant's application for an exemption was refused by the respondent on or about 6 March 2023 (**the exemption refusal**).
77. On or about 4 August 2023 the applicant received notification that she would no longer be required to relocate.
78. On or about 1 November 2023, the Officers published a notification on the website of ACT Housing to the effect that tenants are no longer required to move under the Program (**the Recission Decision**).

E. THE CLAIMS

E1 Termination Decision

79. The Termination Decision was unlawful.

PARTICULARS

- (a) The Termination Decision was incompatible with the human rights of the applicant and Group Members in breach of s. 40B of the HR Act.
- (b) In making the Termination Decision, the Officers involved failed to give proper consideration to the human rights of the applicant and Group Members in breach of s. 40B of the HR Act.
- (c) The Termination Decision did not have regard to the requirements of the Housing Assistance Act, the RT Act or clauses 22 and 28 of the 2013 Program under which a tenant could only be required to relocate in the circumstances that:
- (i) the physical condition (having regard to general fitness for occupancy as a residential dwelling) of the dwelling occupied by the tenant is likely to cause serious harm to the health and safety of the household or the public; or
 - (ii) a member of the household should be transferred in the interests of community harmony.
80. The Termination Decision was not taken pursuant to an approved social housing program.
81. In taking the Termination Decision, Louise Gilding and the Officers failed to have regard to the terms of the applicant's tenancy lease.
82. Louise Gilding and the Officers denied the applicant natural justice in making the Termination Decision.
83. The Termination Decision breached s. 9 of the PSM Act.

PARTICULARS

- (a) In making the Termination Decision, the Officers involved:
- (i) failed to comply with laws applying in the Territory;
 - (ii) failed to properly consider and treat the applicant and Group Members

with courtesy and sensitivity to their rights and aspirations;

- (iii) failed to act consistently with public sector values;
- (iv) engaged in conduct that undermined the integrity and reputation of the ACT Public Service;
- (v) engaged in conduct which would likely intimidate the applicant and Group Members; and
- (vi) committed to a program and measures which would apply improper influence on the applicant and Group Members.

84. In making the Termination Decision, the Officers breached the ACT Public Service Code of Conduct.

PARTICULARS

- (a) In making the Termination Decision, the Officers involved:
 - (i) failed to treat the applicant and Group Members with sensitivity, courtesy and understanding resting on a foundation of fundamental decency;
 - (ii) failed to be accountable for their dealings with the applicant and Group Members;
 - (iii) knowing that the applicant and Group Members were vulnerable and reliant upon the Officers for the security of their housing, the Officers failed to deal with the applicant and Group Members in a fair, decent, caring and professional manner.
 - (iv) engaged in conduct which was not constructive; and
 - (v) failed to know his or her obligations and powers relating to the provision of social housing and the administration of tenancy leases, including the Housing Assistance Act, the RT Act and the HR Act.

E2 Termination Notices

85. The Termination Notifications were unlawful.

PARTICULARS

- (a) The Termination Notifications were incompatible with the human rights of the applicant and Group Members in breach of s. 40B of the HR Act; and
 - (b) In making the decision to issue the Termination Notifications, the Officers involved failed to give proper consideration to the human rights of the applicant and Group Members in breach of s. 40B of the HR Act.
86. In issuing the Termination Notifications, the Officers involved engaged in conduct which breached s. 9 of the PSM Act.

PARTICULARS

- (a) The Officers involved:
- (i) failed to comply with laws applying in the Territory;
 - (ii) failed to properly consider and treat the applicant and Group Members with courtesy and sensitivity to their rights and aspirations;
 - (iii) failed to act consistently with public sector values;
 - (vii) engaged in conduct that undermined the integrity and reputation of the ACT Public Service;
 - (iv) engaged in conduct which intimidated the applicant and Group Members; and
 - (v) sought to apply improper influence on the applicant and Group Members to move out of their homes.
87. In issuing the Termination Notifications, the Officers breached the ACT Public Service Code of Conduct.

PARTICULARS

- (a) The Officers involved:
- (i) failed to treat the applicant and Group Members with the sensitivity, courtesy and understanding which he or she would wish for himself or herself, resting on a foundation of fundamental decency; and
 - (ii) failed to be accountable for their dealings with the applicant and Group Members;
 - (iii) knowing that the applicant and Group Members were vulnerable and reliant upon the Officers for the security of their housing, failed to deal with the applicant and Group Members in a fair, decent, caring and professional manner;
 - (iv) engaged in conduct which was not constructive; and
 - (vi) failed to know his or her obligations and powers relating to the provision of social housing and the administration of tenancy leases, including the Housing Assistance Act, the RT Act and the HR Act.
88. By issuing the Termination Notification the respondent breached the terms of the applicant's tenancy lease.

PARTICULARS

- (a) The respondent notified the applicant that she would no longer have a right of residence in her home if she did not move to alternate accommodation.
- (b) The respondent interfered with the enjoyment by the applicant of the peace and security of her home contrary to clause 52 of the standard tenancy conditions.

- (c) The respondent failed to comply with the terms required by clause 105 in Item 2.4 of Schedule 2 in the RT Act.

89. By issuing the Termination Notifications the respondent intimated to the applicant that it would not perform the applicant's tenancy lease in accordance with its terms and so repudiated the applicant's tenancy lease.

PARTICULARS

- (a) The respondent required the applicant to move other than in accordance with the terms of the applicant's tenancy lease and the applicable legislative framework.
- (b) The respondent required the applicant to participate in the exemption process if she wished to remain in her home.
- (c) The respondent purported to refuse exemption to the applicant from the requirement to move in circumstances that were not authorized by law.

F: DAMAGES

90. By reason of the respondent's conduct pleaded above in paragraphs 59 to 78 the applicant and Group Members have suffered loss and damage:

PARTICULARS

- (a) The applicant has suffered distress and disappointment which was not consequential upon physical injury or physical inconvenience and or mental harm as a result of the applicant being required to leave her home of 33 years.
- (b) The applicant has suffered further distress and disappointment which was not consequential upon physical injury or physical inconvenience and / or mental harm as a result of the processes of the proposed exemption decision and the respondent's purported application of the 2019 Strategy, the 2013 Program and the Program.
- (c) The applicant has suffered exacerbation of her existing medical conditions.
- (d) Breach of her human rights as outlined in paragraphs 14 and 27 of this Statement of Claim.

91. Further or in the alternative, those Group Members who have relocated pursuant to the invalid Termination Notifications have accepted the respondent's repudiation and have suffered loss and damage arising from the loss of their tenancy leases.

92. The Group Members have suffered distress and disappointment which was not consequential upon physical injury or physical inconvenience and / or mental harm as a result of having to move from their homes.

G. COMMON ISSUES OF FACT AND LAW

93. The questions of law or fact common to the claims of the applicant and Group Members are:

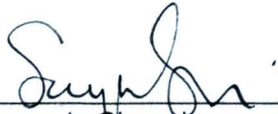
- (a) Whether the Officers engaged in conduct which amounted to repudiatory breach of the tenancy leases of the applicant and Group Members; and

(b) Whether the applicant and Group Members are entitled to damages.

H. RELIEF

94. The applicant and Group Members seek the relief set out in the Originating Application.

Date: 22 December 2023



Sangeeta Sharmin

Ken Cush & Associates

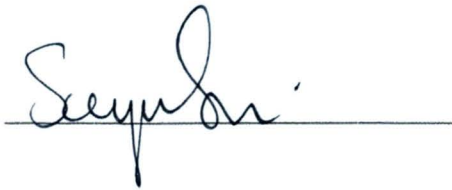
Solicitor for the applicant

[This pleading was prepared by Ms Patricia Lane and Mr Peter Tierney of Counsel]

Certificate of lawyer

I, Sangeeta Sharmin, certify to the Court that, in relation to the statement of claim filed on behalf of the applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 22 December 2023

A handwritten signature in cursive script, appearing to read 'Sangeeta', is written over a horizontal line.