FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BB/HSR/2016/0010**
Property	**:**	**6 Dennison Point, Gibbins Road, Stratford, London E15 2LY**
Applicant	**:**	**Mrs Joy Aviihiegbe Eni**
Representative	**:**	**Mrs Joy A Eni In Person**
Respondent	**:**	**Mrs Olanrewaju Adewunmi Sharomi**
Representative	**:**	**None**
Type of Application	**:**	**Section 73(5) Housing Act 2004 – rent repayment order**
Tribunal Members	**:**	**Judge John Hewitt** **Mrs Rosemary Turner JP**
Date and venue of Hearing	**:**	**30 June 2016** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**27 July 2016**

DECISION

Decisions of the tribunal

1. The tribunal determines that a rent repayment order shall be made in favour of the applicant in the sum of £4,800.00

2. The reasons for our decisions are set out below.

NB Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing files provided to us for use at the hearing.

Procedural background

3. By an application received by the tribunal on 22 April 2016 the applicant (Mrs Eni) sought a rent repayment order [A4]. The application was made pursuant to section 73(5) of the Act.

4. Mrs Eni has been a tenant of a room within 6 Dennsion Point for a number of years. Mrs Eni has the shared use of communal facilities.

5. The respondent (Mrs Sharomi) was granted a long lease of the property having exercised the right to buy. On 4 May 2005 Mrs Sharomi was registered at Land Registry as the proprietor of the lease [A19]. Mrs Sharomi is the 'appropriate person' for the purposes of the provisions of the Act material to this application.

6. Directions were duly given. Pursuant to those directions solicitors for Mrs Eni have lodged a file of papers in support of the application. It runs from page [A1 -21]. Solicitors for Mrs Sharomi have lodged a file of papers in support of her position. It runs from [R1-29].

7. It was not in dispute that following not guilty pleas on 15 October 2015 a hearing took place at Thames Magistrates Court on 3 December 2015 and guilty verdicts were entered as follows:

   Between 1 January 2013 and 27 February 2015 you failed to obtain a licence being a person who had control of or was managing a house namely the property situate at Flat 6 Dennison Point, 100 Gibbins Road, London E15 2LY being residential accommodation which was required to be licensed under part 3 of the Housing Act 2004 namely it was a rented property and was not so licensed.

   Fine: £10,000.00
   Victim surcharge: £ 120.00
   Costs £ 3,491.00

   On or about 20 February 2015 you did supply a declaration form which was false and misleading contrary to section 238(1)(a) of the Housing Act 2004.

   Fine: £ 3,000.00

A copy of the register of the East London Magistrates Court is at [A10] and notice of fine is at [R8].

8. The parties' respective solicitors were notified that the hearing of the application would take place at 14:00 Thursday 30 June 2016.

9. Mrs Eni attended and was accompanied by her support worker, Mr Daniel Sarrett. Mrs Sharomi had not arrived by 14:00. We waited until 14:10 in case Mrs Sharomi had been delayed on her way to the hearing but still Mrs Sharomi was not present.

10. Rule 34 provides that if a party fails to attend a hearing the tribunal may proceed with the hearing if it is satisfied that the absent party has been notified of the hearing and if it considers that it is in the interests of justice to proceed with the hearing.

11. Having reviewed the correspondence on the tribunal's file we were satisfied that Mrs Sharomi had been notified of the hearing through her solicitors. We were satisfied that it was in the interests of justice to proceed with the hearing. Mrs Sharomi was aware of the hearing arrangements and no application for a postponement had been received.

The evidence and findings of fact

12. Mrs Eni gave oral evidence and spoke to some of the documents she had filed in support of her application. Mrs Eni answered questions put to her by members of the tribunal. We formed the impression that Mrs Eni was a truthful and reliable witness upon whom we could rely with confidence.

13. In the light of the evidence before us we make the findings of fact set out below.

14. Dennison Point is a dated tower block of flats constructed for the local authority on the Carpenters Estate which is close to the Olympic Park. Mrs Sharomi was a secure tenant of flat 6 for a number of years and exercised the right to buy.

15. By a lease dated 4 May 2005 granted by London Borough of Newham to Mrs Sharomi flat 6 was demised to Mrs Sharomi for a term of 125 years at a ground rent of £10 pa. The lease is registered at Land Registry [A19]. The register records that the price paid was stated to have been £51,000. The copy of the register dated 13 May 2016 records that there is no mortgage registered in the charges register.

16. The flat comprises four rooms plus a kitchen, a bathroom and a toilet.

    If used as a conventional family home the accommodation comprised a living/dining room, two bedrooms, a box room plus a kitchen, a bathroom and a toilet.

Mrs Eni first moved into one of the smaller rooms in 2006 and transferred to a larger room, one that was originally the living room, some little while later. Mrs still Eni occupies that room together with her two children.

17. From 2006 until the present day all four rooms have been let by Mrs Sharomi to a variety of tenants who share the use of the kitchen, bathroom and toilet.

Mrs Sharomi has never lived in the flat during that period.

18. In the 12 months prior to making the application on 22 April 2016 Mrs Eni paid to Mrs Sharomi rent at the rate of £460 per month. Mrs Eni produced bank payment slips confirming payments at that rate. That amounts to £5,520. Mrs Eni said, and we accept that the other three tenants also paid rent to Mrs Sharomi but she does not know how much rent they pay to her. She said that she has the biggest room and she assumes that she pays the largest rent. Mrs Eni explained that when she moved into the larger room her then rent of £350 per month was was increased to £380 because it was a larger room than the single room she had before. Mrs Eni has never been given a rent book or a tenancy agreement.

19. Mrs Sharomi is responsible to pay the council tax, water charges and electricity bills – there is no gas connection. Mrs Eni believes that the electricity may be about £20 per month. Mrs Eni pays for the TV licence; even though it is made out in Mrs Sharomi's name. Mrs Sharomi does not provide any cleaning and since 2006 when Mrs Eni first moved in, Mrs Sharomi has not carried out any repairs, redecorations or maintenance works. Mrs Eni complains that nothing in the flat is in good working order.

20. Mrs Eni understands that Mrs Sharomi own four other properties nearby but she does not know where Mrs Sharomi lives. Evidently most communication is by mobile telephone or text.

21. Mrs Sharomi brought possession proceedings against Mrs Eni in the County Court at Bow. By an order dated 28 April and drawn 12 May 2016 the claim was struck out and Mrs Sharomi was ordered to pay Mrs Eni £3,811 damages for harassment and breach of covenant plus costs assessed at £1,825.40 and further costs assessed at £2,522.40 [A17]. Those sums have not yet been paid to Mrs Eni.

Submissions of the parties

22. Mrs Eni said there was little she wished to add. She complained of harassment by Mrs Sharomi which was unbearable. She said she was just a single mum with two children. She has never been in arrears with her rent, but nothing in the house is working.

23. In the absence of Mrs Sharomi no oral submissions were made by her or on her behalf.

In the documents filed by her solicitors there is a witness statement made by Mrs Sharomi in which she asserts that Mrs Eni is not a tenant. Mrs Sharomi also gives the impression that she resides at 6 Dennison Point and gives that as her address.

24. Included in the papers was a letter from Newham LB dated 18 May 2016 [R11] which refers to the receipt on 13 April 2016 of an application for an HMO licence in respect of 6 Dennison Point.

25. Also included was a brief medical report dated 22 April 2015 which makes reference to Mrs Sharomi being depressed by recent events relating to her social situation and as a result she had become anxious and depressed. The 'social situation' was not explained. Evidently Mrs Sharomi was referred for psychological therapies and was to stay with her relatives. No further or up to date medical evidence was put before us.

26. Also included were a number of electrical bills and Powerkey payments but in the absence of an explanation of them it has not proved possible for us to ascertain with any precision what the weekly or monthly spend on electricity was over the period with which we are concerned. The council tax bill for 2016/17 was £964.78 [R26]. No evidence was provided to show that council tax over the period with which we are concerned, namely April 2015 to April 2016 was paid by Mrs Sharomi. The Thames Water bill for 2016/17 [R28] amounts to £395.36. Again no evidence of payment was produced and in any event that bill does not relate to the relevant period.

27. In her statement Mrs Sharomi urges us to dismiss the application asserting that it was malicious, prejudicial and inappropriate.

The statutory regime

28. Material to this application are sections 72 – 74 Housing Act 2004.

Relevant extracts from those provisions are set out in the schedule to this decision.

29. In summary the Act seeks to improve and regulate the quality of housing stock in the private residential sector. There is a particular focus on properties which are in multiple occupation, as defined to be a House in Multiple Occupation (HMO). Certain HMO's are required to be the subject of a licence issued by the local housing authority (LHA).

30. LHA's are enabled to inspect HMO's to ensure that standards of accommodation are met with a particular focus on health and safety related issues as concern the occupiers.

31. To encourage owners/operators of HMOs to obtain the required licence (and hence subject themselves to the inspection/regulation regime) the Act imposes sanctions where a licence is required but has not been applied for.

32. Those sanctions arise in two ways. The first, by way of section 72(1) of the Act, a person commits an offence if he is a person having control or managing an HMO which is required to be licensed but is not so licensed. On conviction such a person is liable to a fine. As originally enacted the amount of such a fine was not to exceed £20,000. With effect from 12 March 2015 that cap or limit was abolished, so that the amount of the fine is now unlimited.

33. The second sanction is that tenants of rooms within the HMO and a LHA which has paid housing benefit in respect of rooms within an HMO are entitled to make an application to this tribunal for a rent repayment order. The details are set out in sections 73 and 74 of the Act.

34. Where an application for a rent repayment order is made by the LHA and a tribunal is satisfied that the appropriate person has been convicted of an offence under section 72(1) and that housing benefit was paid during any period which it appears to the tribunal that such an offence was being committed in relation to the HMO the tribunal must make a rent repayment order requiring the appropriate person to pay to the LHA an amount equal to the total amount of housing benefit paid during the period over which the offence was committed. The tribunal has no discretion as to the amount to be specified in the rent repayment order, save in the case of exceptional circumstances as mentioned in section 74(4).

35. Where the application is made by a tenant, a tribunal can award the repayment of rent paid by the tenant in respect of a period whilst the offence is continuing, subject to a maximum period of 12 months prior to the making of the application.

    In these circumstances the amount required to be repaid by way of a rent repayment order *"is to be such amount as the tribunal considers reasonable in the circumstances."* Thus the tribunal has a discretion.

    It should be noted that an offence ceases to be committed when an application for a licence is made to the LHA.

36. To summarise where the application for a rent repayment order is made by a LHA it is entitled as of right to an order for the whole of the amount of housing benefit paid over the period in question. Where the application is made by a tenant he or she is entitled to *"such amount as the tribunal considers reasonable in the circumstances."*

Guidance and the absence of guidance

37. Section 74(6) expressly requires the tribunal to take account the total amount of relevant payments paid and received in connection with occupation of the HMO during the period when an offence was being committed, whether the appropriate person has at any time been convicted of an offence under section 72(1), the conduct and financial circumstances of the appropriate person, and where the application is made by a tenant, the conduct of that tenant.

Judicial guidance as to the manner in which tribunals should approach the exercise of its discretion has been given in two authorities:

***Parker v Waller and ors* [2012] UKUT 301 (LC)**

This is a decision of Mr George Bartlett QC then President of the Upper Tribunal (Lands Chamber).

His guidance may be summarised as follows:

- Conduct on the part of the landlord unrelated to the offence under section 72(1) ought not be taken into account to increase the amount of the rent repayment order that would otherwise be justified;
- Regard may be had to the rental income received by the landlord over the relevant period together with the expenses the landlord may have incurred as regards mortgage repayments, utilities, council tax, repairs and cleaning;
- The degree of culpability of the landlord and his professional status is a factor; and
- The amount of the fine and any costs orders imposed should be taken into account.

In that case the landlord was a professional engaged in the letting of residential property. The President held that the rent repayment orders should be in such amount as equalled 75% of his net profit less the amounts of the fine and the costs order. In that case the amount of the fine and the costs order was a modest £786.

***Fallon v Wilson and ors* [2014] UKUT 0300 (LC)**

This is a decision of Judge Edward Cousins. The judge followed the general approach indicated in *Parker v Waller*. Whilst critical of the approach taken by the tribunal at first instance the judge did not add any new criteria that a tribunal should take into account when exercising its discretion. He remarked that the purpose of the imposition of a rent repayment order is to prevent a landlord from profiting from renting properties illegally. He observed that regard should be had to the total amount the landlord would have to pay by way of the fine and the rent repayment order.

This was another case where the fine was a modest £585 plus a victim surcharge of £15 plus costs of £200.

In the event the judge quashed the rent repayment orders made at first instance on the footing that the tribunal had erred in a number of respects but he did not go on to determine what sum would have been an appropriate sum for the landlord to pay by way of rent repayment orders.

38. We pause to observe that Parliament intended the twin incentives of a substantial fine and a rent repayment order were to encourage landlords to apply for a licence when a licence was required and that if a landlord did not do so there were to be penal consequences. This emphasised by the fact that when enacted the maximum fine was set at £20,000 and that as from March 2015 that cap has been removed so that now there is no maximum.

39. In a serious case where the fine imposed and/or costs awarded are very substantial the effect of deducting the whole amount of the fine plus costs from the net profits will reduce and may even eliminate the net sum of money available to form the basis of a rent repayment order to a tenant. That cannot happen in the case of an application by a LHA because the amount of any fine imposed or costs orders is not to be taken into account.

40. We can see that where the fine is modest deduction of the whole of it may be appropriate and in line with the guidance given but where the fine is substantial that may well not be the case.

41. Plainly Parliament had in mind that the consequences of failure to apply for a licence for an HMO were twofold so that an appropriate person was at risk of both a substantial fine and a significant rent repayment order. There is nothing in the legislation which provides expressly that in relation to an application by a tenant the amount of a fine imposed should be taken into account in assessing the amount of a rent repayment order. In our judgment Parliament did not intend that if a substantial fine was imposed that of itself should limit or impact on a tenant's right to a rent repayment order.

42. We are reinforced in this conclusion by the manner in which a rent repayment order sought by a LHA falls to be dealt with namely, the whole of the housing benefit paid over the material period irrespective of the amount of the fine and any costs orders and irrespective of any costs and expenses incurred by the landlord on the property over that period.

43. So far as we are aware no guidance has yet been given on the approach which a tribunal should take in a case where the fine and costs imposed are substantial so as to have a material effect on the resulting sum when deducted from the net profits earned by a landlord.

44. In these circumstances and bearing in mind the policy of the Act and what Parliament has provided for we find that when weighing the various and competing factors we should have regard to the amount of the fine and costs order but that the whole of that amount should not always be deducted from the net profits if that would result in an inadequate balance from which rent repayment orders can be made. In short we find that a tenant ought not be deprived of his or her right to a rent repayment order simply because magistrates saw fit to impose a substantial fine and/or costs order.

Our approach to the subject case.

45. The application was made when it was received by the tribunal on 22 April 2016. The maximum period is the period of 12 months prior to that date, namely 22 April 2015. We find, and it was not in dispute, that on 13 April 2016 Newham LB received from Mrs Sharomi an application for an HMO licence in respect of the subject property. Thus the offence ceased to be committed 13 April 2016.

46. The relevant period for our purposes is therefore 22 April 2015 to 12 April 2016, just shy of 12 months.

47. On the evidence before us, and drawing on our expertise on rental levels in the private residential sector, we find that in a full year commencing on 22 April 2015 Mrs Sharomi would have received rental income from the property as follows:

Mrs Eni's room at £460 pcm	£5,520
2 other rooms at £400 pcm each	£9,600
1 other room at £250 pcm	£3,000
Total	**£18,120**

We round that down to £17,600 to reflect that the relevant period is ten days short of a full year.

The evidence from Mrs Sharomi as to her expenses managing and running the property was very poor and inadequate. Clearly Mrs Sharomi has incurred expenditure on electricity and may have incurred expenditure on water services and council tax. There is no mortgage on the property. Doing the best we can with the inadequate materials before us we infer that the expenses in running the property over the relevant period were in the order of £1,450.

Thus Mrs Sharomi's net profit for that period was in the order of £16,150.

48. We have considered carefully what proportion of the net profit should be brought into account. In *Parker v Waller* the President took into account 75%. In the subject case we find that we should take into account 100%. We, like the magistrates, take the view that this is a

particularly serious and deliberate failure on the part of Mrs Sharomi to apply for a licence.

49. On the footing that 100% of the fine, 100% of the victim surcharge and 100% of the costs fall to be deducted they would total £13,611. Against a net profit of £16,150 that would leave a balance of only £2,539.

50. Given that in this case the fine was very substantial. Having regard to the observations made above we doubt that deduction of the whole amount of such a substantial fine is appropriate, fair or just.

    If only 75% of the fine, the victim surcharge and the costs were taken into account, they would total £10,208. Against a net profit of £16,150 that would leave a balance of £5,942.

51. In this case the maximum rent repayment order we can award is £5,365 in round figures, being the amount of rent paid by Mrs Eni to Mrs Sharomi over the relevant period.

52. We are satisfied on the evidence before us that there is no adverse conduct on the part of Mrs Eni that we should take into account when considering the amount of the rent repayment order to make.

53. Mrs Sharomi has not put forward any or any compelling evidence of her general financial circumstances that she wished us to take into account.

54. In drawing the various strands together we can but take broad brush approach. In doing so we determine that it is reasonable to make a rent repayment order in favour of Mrs Eni in the sum of £4,800. That is about £565 below the maximum we can award. We have rounded down to £4,800 to adjust for the broad brush approach it has been necessary for us to take and allows a margin for any error.

55. Having arrived at that figure of £4,800 by that route we have stood back to review the various approaches available to us and having so we are reinforced that having regard to the circumstances of this case it is fair and reasonable to make a rent repayment order in the amount of £4,800.

John Hewitt
27 July 2016

Housing Act 2004

72 Offences in relation to licensing of HMOs

(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.
(2) …

(3) ...
(4) ...
(5) ...
(6) A person who commits an offence under subsection (1) or (2) is liable on summary conviction to a fine.
(7) ...
(8) ...
(9) ...
(10) ...

73 Other consequences of operating unlicensed HMOs: rent repayment orders

(1) For the purposes of this section an HMO is an "unlicensed HMO" if–
(a) it is required to be licensed under this Part but is not so licensed, and
(b) neither of the conditions in subsection (2) is satisfied.
(2) The conditions are–
(a) ...
(b) that an application for a licence has been duly made in respect of the HMO under section 63 and that application is still effective (as so defined).
(3) ...
(4) ...
(5) If–
(a) an application in respect of an HMO is made to the appropriate tribunal by the local housing authority or an occupier of a part of the HMO, and
(b) the tribunal is satisfied as to the matters mentioned in subsection (6) or (8),
the tribunal may make an order (a "rent repayment order") requiring the appropriate person to pay to the applicant such amount in respect of the [relevant award or awards of universal credit or the] [2] housing benefit paid as mentioned in subsection (6)(b), or (as the case may be) the periodical payments paid as mentioned in subsection (8)(b), as is specified in the order (see section 74(2) to (8)).
(6) If the application is made by the local housing authority, the tribunal must be satisfied as to the following matters–
(a) that, at any time within the period of 12 months ending with the date of the notice of intended proceedings required by subsection (7), the appropriate person has committed an offence under section 72(1) in relation to the HMO (whether or not he has been charged or convicted),
(b) that—
(i) one or more relevant awards of universal credit have been paid (to any person); or
(ii) housing benefit has been paid (to any person) in respect of periodical payments payable in connection with the occupation of a part or parts of the HMO,
during any period during which it appears to the tribunal that such an offence was being committed,
(c) that the requirements of subsection (7) have been complied with in relation to the application.
(6A) ...
(7) ...
(8) If the application is made by an occupier of a part of the HMO, the tribunal must be satisfied as to the following matters–
(a) that the appropriate person has been convicted of an offence under section 72(1) in relation to the HMO, or has been required by a rent repayment order to make a payment in respect of—
(i) one or more relevant awards of universal credit; or
(ii) housing benefit paid in connection with occupation of a part or parts of the HMO;
(b) that the occupier paid, to a person having control of or managing the HMO, periodical payments in respect of occupation of part of the HMO during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO, and
(c) that the application is made within the period of 12 months beginning with–
(i) the date of the conviction or order, or
(ii) if such a conviction was followed by such an order (or vice versa), the date of the later of them.
(9) ...
(10) In this section–
...
"occupier", in relation to any periodical payment, means a person who was an occupier at the time of the payment, whether under a tenancy or licence or otherwise (and "occupation" has a corresponding meaning);

Payment
...

74 Further provisions about rent repayment orders

(1) This section applies in relation to rent repayment orders made by residential property tribunals under section 73(5).
(2) Where, on an application by the local housing authority, the tribunal is satisfied–
(a) that a person has been convicted of an offence under section 72(1) in relation to the HMO, and
(b) that—
(i) one or more relevant awards of universal credit (as defined in section 73(6A)) were paid (whether or not to the appropriate person), or
(ii) housing benefit was paid (whether or not to the appropriate person) in respect of periodical payments payable in connection with occupation of a part or parts of the HMO,
during any period during which it appears to the tribunal that such an offence was being committed in relation to the HMO in question,
the tribunal must make a rent repayment order requiring the appropriate person to pay to the authority [the amount mentioned in subsection (2A)
This is subject to subsections (3), (4) and (8).
(2A) The amount referred to in subsection (2) is—
(a) an amount equal to—
(i) where one relevant award of universal credit was paid as mentioned in subsection (2)(b)(i), the amount included in the calculation of that award under section 11 of the Welfare Reform Act 2012, calculated in accordance with Schedule 4 to the Universal Credit Regulations 2013 (housing costs element for renters) (S.I. 2013/376) or any corresponding provision replacing that Schedule, or the amount of the award if less; or
(ii) if more than one such award was paid as mentioned in subsection (2)(b)(i), the sum of the amounts included in the calculation of those awards as referred to in sub-paragraph (i), or the sum of the amounts of those awards if less, or
(b) an amount equal to the total amount of housing benefit paid as mentioned in subsection (2)(b)(ii),
(as the case may be).
(3) If the total of the amounts received by the appropriate person in respect of periodical payments payable as mentioned in paragraph (b) of subsection (2) ("the rent total") is less than the [amount mentioned in subsection (2A)], the amount required to be paid by virtue of a rent repayment order made in accordance with that subsection is limited to the rent total.
(4) A rent repayment order made in accordance with subsection (2) may not require the payment of any amount which the tribunal is satisfied that, by reason of any exceptional circumstances, it would be unreasonable for that person to be required to pay.
(5) In a case where subsection (2) does not apply, the amount required to be paid by virtue of a rent repayment order under section 73(5) is to be such amount as the tribunal considers reasonable in the circumstances.
This is subject to subsections (6) to (8).
(6) In such a case the tribunal must, in particular, take into account the following matters–
(a) the total amount of relevant payments paid in connection with occupation of the HMO during any period during which it appears to the tribunal that an offence was being committed by the appropriate person in relation to the HMO under section 72(1);
(b) the extent to which that total amount–
(i) consisted of, or derived from, payments of relevant awards of universal credit or housing benefit, and
(ii) was actually received by the appropriate person;
(c) whether the appropriate person has at any time been convicted of an offence under section 72(1) in relation to the HMO;
(d) the conduct and financial circumstances of the appropriate person; and
(e) where the application is made by an occupier, the conduct of the occupier.
(7) In subsection (6) "relevant payments" means–
(a) in relation to an application by a local housing authority, payments of relevant awards of universal credit, housing benefit or periodical payments payable by occupiers;
(b) in relation to an application by an occupier, periodical payments payable by the occupier,
(i) where one or more relevant awards of universal credit were payable during the period in question, the amount mentioned in subsection (2A)(a) in respect of the award or awards that related to the occupation of the part of the HMO occupied by him during that period; or
(ii) any amount of housing benefit payable in respect of the occupation of the part of the HMO occupied by him during the period in question.

(8) A rent repayment order may not require the payment of any amount which–
(a) … or
(b) (where the application is made by an occupier) is in respect of any time falling outside the period of 12 months ending with the date of the occupier's application under section 73(5);
and the period to be taken into account under subsection (6)(a) above is restricted accordingly.
(9) …
(10) …
(11) …
(12) …
(13) …
(14) Any amount payable to an occupier by virtue of a rent repayment order is recoverable by the occupier as a debt due to him from the appropriate person.
(15) …
(16) …

ANNEX - RIGHTS OF APPEAL

1. 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 Regional office which has been dealing with the case.

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

3. If the application is not made within the 28 day time limit, such 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 such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. 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.