



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **CHI/45UD/F77/2019/0027**

**Property** : **1/2 Dairy Cottages, Skiff Lane, Wisborough Green, West Sussex RH14 0AA**

**Landlord** : **Mr. A. Whiteside**

**Represented by** : **Mr. A. Wilks of Batcheller Monkhouse**

**Tenant** : **Mr. G. S. Child**

**Type of Application** : **Rent Act 1977 (“the Act”) Determination by a First Tier Tribunal of the fair rent of a property following an objection to the rent registered by the Rent Officer.**

**Tribunal Members** : **Mr. R.A. Wilkey FRICS (Valuer Chairman)  
Mr. K. Ridgeway MRICS  
(Chartered Surveyor)**

**Date and venue of Inspection** : **Monday 22 July 2019  
No hearing – paper determination**

**Date of Decision** : **Monday 22 July 2019**

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**DECISION AND REASONS**

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## **Background**

1. On 4<sup>th</sup> March 2019 the landlord applied to the Rent Officer for registration of a fair rent of £350 per week for the property. The Application states that no services are provided under the tenancy.
2. The last registration by the Rent Officer was £113.50 per week on 14<sup>th</sup> March 2017, effective from 4<sup>th</sup> April 2017. The uncapped rent was stated on the register to be £162 per week.
3. On the 16<sup>th</sup> April 2019, the Rent Officer registered a fair rent of £210 per week, effective from the same date. The registration states that rent capping does not apply to this registration due to improvements to the property.
4. The tenant objected to the rent determined by the Rent Officer and the matter was referred to the First Tier Tribunal (Property Chamber) Residential Property.
5. Directions for the conduct of the matter were issued on 30<sup>th</sup> May 2019
6. Neither party requested a hearing at which oral representations could be made.

## **Inspection**

7. The Tribunal inspected the property on Monday 22<sup>nd</sup> July 2019 in the company of Mr. Child (tenant) together with his wife and adult son. The landlord had been informed of the inspection but did not attend and was not represented.
8. The property is a semi-detached two storey house which was formed from part of a former dairy. It was probably originally built over 100 years ago. It occupies a quiet, rural location and is approached by way of a long, shared drive with security gate close to the junction with Kirdford Road and about two miles from the village of Wisborough Green with local facilities. There is a large, secluded front garden plus off-road parking for three cars. There is no rear garden as the house backs onto a cow shed.
9. The main roof is pitched and covered with tiles. The elevations are of solid brick construction. Windows have been replaced by the Landlord with uPVC double glazed units but the single glazed timber door leading to the rear access path remains in place. Drainage is to a septic tank and there is no mains gas supply.
10. The accommodation incorporates two staircases and “interlocks” with the

adjoining property. On the first floor of the main part of the building there are two bedrooms and a bathroom/WC . A landing and stairs lead down to the entrance hall. The second staircase leads up to a bedroom area with a shower/WC. The ground floor accommodation comprises what is known as the “left living room”, kitchen/dining area, separate WC and what is known as the “right living room”. Central heating and hot water are provided by a gas fired boiler on the wall of the kitchen which feeds radiators in several rooms.

11. Carpets, curtains and white goods have been supplied by the tenant. The kitchen units were renewed by the landlord since the last registration. The bath and wash basin have been in place for over 33 years but the WC in this room was recently replaced by the landlord – although it does not match the other fittings in this room. The electrical installation is a mixture of old and new outlets and fittings but the consumer unit has recently been renewed by the landlord.
12. The house is showing signs of lack of repair and requires expenditure on further upgrading and modernisation. The Tribunal particularly noted the following:
  - (a) Damp, stained and perishing ceiling and wall surfaces in several rooms.
  - (b) Defective floorboards in several rooms
  - (c) Cracks, dampness and defects to the chimney breasts in the bedroom and living room below
  - (d) Old and dating fittings in the bathroom and shower room
  - (e) There is a limited number of power points in parts of the property
  - (f) Guttering at the rear of the building is ineffective, although some attempt has been made to remedy this.
  - (g) The shower unit is old and not currently working.
  - (h) Making good and repairs are required both internally and externally around recently installed windows
  - (i) There are no radiators in some parts of the house.

The above is not intended to be an exhaustive list of defects to the property.

13. The Tribunal has not been provided with a copy of any Tenancy Agreement. The Application is silent as to when the tenancy began and there is no mention of the

apportionment of repairing and decorating obligations. However, the Rent Register states that the tenancy began in December 1990. The Rent Register also states that the landlord is responsible for repairs and external decorations and that the tenant is responsible for internal decorations – subject to Section 11 Landlord and tenant Act 1985. The parties have not provided any further information or made any comment on the apportionment of responsibility for repairs and decorations.

## **Representations**

14. No request had been made for a Hearing and The Tribunal thus proceeded to make the determination based on the inspection and written representations which are summarised as follows:

### **Included in the bundle supplied to the Tribunal**

The bundle includes copies of a number of documents including notes of a meeting which took place on 8<sup>th</sup> April 2019 at which were present the Rent Officer, the tenant and his son together with the landlord's representative.

### **Tenant's submissions**

The tenant submitted a written statement on 26<sup>th</sup> June 2019 and a copy was sent to the landlord on the same day. He points out that he cannot provide a response to the landlord's written statement as none has been received.

In his view, there is no comparable property let on an assured shorthold tenancy. He does however provide copies of the Rent Register in respect of three properties as follows:

#### **1 Orfold Farm Cottages, Billingshurst Road, Wisborough Green**

Semi-detached 3-bedroom house with car space and part central heating. A fair rent of £508.50 per calendar month [equivalent to £117.35 per week] was registered on 27<sup>th</sup> March 2018. This rent included £12.50 per month in respect of unspecified services.

#### **4 Packhouse Cottages, Petworth Road, Kirdford**

Semi-detached house with full central heating and car space. A rent of £400 per calendar month [equivalent to £92.30 per week] was registered on 4<sup>th</sup> May 2004

#### **Herons Farm Cottage, Kirdford, Billingham**

Detached house without central heating and car space. There is one room, kitchen, bathroom and WC on the ground floor and 3 rooms on the first floor. A rent of £158.50 per week was registered on 27<sup>th</sup> May 2015

#### **Details of lettings of comparable properties**

*As my home does not have an Energy performance Certificate it cannot be rented in the open market. The following are likely factors in respect of an EPC assessment:*

- (i) There is insufficient wall insulation*
- (ii) There is no room-in-roof insulation*
- (iii) There is no floor insulation and some floors are solid*
- (iv) There is insufficient loft insulation*
- (v) Some rooms are unheated, not centrally heated or have insufficient central heating for the room size.*

#### **Improvements carried out at my own expense**

*I have fitted motion sensing low energy light bulbs...*

#### **Maximum fair rent should apply**

*Notwithstanding the fact that the landlord has carried out works since the rent was last determined in 2017, not all the work will increase the rental value.*

*Replacing rotting, draughty > 30 year old wooden framed windows does not increase rental value. Double glazed windows have been standard on open market rental properties for many years and as such having double glazing no*

*longer adds to the rental value.*

*The house does not have full central heating in all rooms, the shower room has no heating at all, the left bedroom does not have central heating, several other rooms (including the right bedroom and right living room) have insufficient radiators to be considered full heating to the room.*

*The following Improvement Notice Category 2 Electrical Hazards remain “lack of sufficient power points in the property encourages the use of extension leads” and “no steam proof lighting in the bathroom”*

*The 18 March 2019 Housing Inspection Report...confirms that the house does not have full central heating in all rooms. It also confirms that much of the works set out in the programme of work provided by the landlord to the VOA has not in fact been completed.*

*I value the following works indicated by the rent officer in the summary of consultation as follows:*

*Kitchen - £3.50*

*Central heating - £2.50*

*Loft insulation - £1.50*

*Electrics - £1.50*

*Total increase in rental value due to Landlord's works: £9 per week*

*£9 amounts to less than 15% of previously registered rent of £113.50, thus the Maximum Fair Rent should apply*

### **Adjustments**

*The 2017 uncapped weekly rent was £162, the rent officer set the 2019 uncapped weekly rent at £210, an increase of £48 per week, that is a 29.6% increase. The near 30% increase may be accounted for as follows:*

- 1. Changes in open market rents between 2017 and 2019*
- 2. Changes in the adjustments*

*By comparing the 2017 and 2019 uncapped fair rent calculations, it is apparent that 4.3% (£7 per week) of the increase is due to an increase in the open market rent figure, with the remaining 25.3% (£41 per week) accounted for as rent officer applying their professional judgement to give an opinion of the adjustments*

*I feel insufficient adjustments have been applied when calculating the 2019 uncapped weekly rent. For example, when comparing with the 2017 uncapped weekly rent adjustments, it is apparent that some adjustments that remain applicable in 2019 do not appear to have been applied.*

*I feel the total value of adjustments should be at least £100 per week.*

### **Disrepair**

- 1. The chimney leaks and walls are damp and draughty in places*
- 2. External wall render and internal wall insulation was damaged when windows were replaced*
- 3. Perished plaster caused by water penetration through walls not replaced*
- 4. Mould growth due to poor insulation not made good*
- 5. No restrictor to shower room window*
- 6. No emergency egress window to left bedroom*
- 7. Shower room toilet waste pipe leaks*
- 8. Shower does not work*
- 9. No hot water at the shower room basin*
- 10. Holes in the bathroom wall that were made when the landlord replaced the cistern in 2018 have not been fixed*
- 11. Daylight can be seen through the hole in the wall at the bottom of the stairs between the left living room and left bedroom*

### **Scarcity**

*I do not feel demand exceeds supply and so do not claim an adjustment for scarcity*

### **Accuracy of the Rent Officer's documents**

The tenant makes various observations on documents associated with the rent officer and concludes with the words "I feel the total value of adjustments of £50 to be too low"

### **Tribunal considerations**

The tenant asks the tribunal to consider the following:

1. Should an exemption from the maximum fair rent be applied?
2. If the answer to the previous question is "yes", is the condition of the property such that there is no comparable property let on an assured shorthold tenancy?
3. If the answer to the previous question is "yes", should the new fair rent be determined by calculating the 2019 maximum fair rent in the usual way (£126 per week), then adding 10% ( $£126 + £12.6 = £138.60$ ) to this figure for the repairs completed since the 2017 rent registration?
4. If the Tribunal determines that the fair rent must be determined by starting with the Open Market Rent and then making adjustments, for disrepair amongst other items, should the total value of adjustments be at least £100 per week?

Various appendices are attached to the submission including:

- (a) Consent order
- (b) 18 March 2019 Housing Inspection Report
- (c) Improvement Notice
- (d) 2017 and 2019 uncapped fair rent calculations letter



- (e) Repair letter refused
- (f) Respondents statement of reasons for opposing appeal
- (g) Agricultural tenancies of comparable properties

The tribunal has read all the observations by the tenant and the above is a summary, adopting the sub-headings used by the tenant.

### **Landlord's submissions**

The landlord supplied a statement of case on 28<sup>th</sup> June 2019. The tribunal has read and considered the whole of the contents and the following points are extracted:

### **Facts agreed with the valuation officer**

*G. S. Child has been in occupation of the property since December 1990 and has security of tenure under the Rent (Agriculture) Act 1976. The landlord is responsible for the repairs and external decorations. The tenant is responsible for internal decorations – subject to section 11 of the Landlord and tenant Act 1985. Council Tax and other rates are borne by the tenant.*

### **Decision in issue**

*The rent officers' figure is based on an open market rent of £260 per week which we believe is too low*

### **Decision sought**

*Our opinion of the market rent for this property is £340 per week and as such we are requesting that the rent officer's opinion of fair rent is based on a market rent of £340 per week instead of £260 per week.*

### **Summary of the evidence relied on in support of the appeal**

All the below properties are let on Assured Shorthold tenancies.

### **3 Malthouse Cottages, Dean Lane, Tillington**

3-bedroom semi-detached property, unfurnished with a large garden,

outbuilding and parking. 9 miles from the subject property outside the small town of Petworth. In a similar rural location. The property is of a similar size with a living room and dining room on the ground floor. Let at £346 per week.

#### **4 Little Common Cottages, Tillington**

3-bedroom semi-detached property, unfurnished with a large garden, outbuilding and parking. 9 miles from the subject property outside the small town of Petworth. This property is smaller than the subject property with only one living room compared with 2 and only 1 bathroom compared to the shower room in addition to the bathroom. Let at £317 per week.

#### **Brewhurst Lane, Loxwood**

3-bedroom semi-detached property, unfurnished with a large garden, shed and parking. 2 miles from the subject property in a rural location. The property has similar accommodation to the subject property with 2 living rooms and 2 bathrooms. Let at £345 per week.

#### **Fountain Cottages, Plaistow Road, Kirdford**

3-bedroom semi-detached property, unfurnished with a large garden and parking space. 2 miles from the subject property in a rural location. This property has a similar brick construction to the subject property, although slightly smaller in size. Let at £312 per week.

#### **The concluding statement**

*In summary there is good comparable evidence that the market rent for 1/2 Dairy Cottages should be £340 per week and that open market rent relied upon by the rent office is too low at £260 per week*

A copy of this statement was sent to the tenants on 28/06/2019

15. Attached to the papers are copies of Agent's particulars of the four comparable properties mentioned. The only reference to the cost of the works is contained in an email dated 4th March 2019 in which the landlord states "The total cost to

me has been in excess of £30,000”

16. The admissibility of the landlord’s submissions is considered by the Tribunal under item 21

### **The law**

17. When determining a fair rent, the Committee, in accordance with section 79 of the Rent Act 1977, had regard to all the circumstances including the age, location and state of repair of the property. The Committee also disregarded the effect of (a) any relevant tenant's improvements and (b) any disrepair or other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property
18. (a) Ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms - other than as to rent - to that of the regulated tenancy) and  
  
(b) for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparables. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparables and the subject property)
19. The Rent Acts (Maximum Fair rent) Order 1999 applies to all applications for registration of a fair rent (other than a first application for registration) made to the Rent Officer on or after 1 February 1999. Its effect is to place a “cap” on the permissible amount of the increase of a fair rent between one registration and the next by reference to the amount of the increase in the retail price index between the date of the two registrations plus 7.5% in the case of a first re-registration and 5% thereafter. The Committee must first determine a fair rent (“the uncapped rent”) and then consider whether the Order applies so as to limit the increase in the rent (“the capped rent”)
20. There are two principle exceptions. This is not the first registration so the relevant exception is contained in Art.2(7) of the 1999 Order and is as follows:

“This article does not apply in respect of a dwelling-house if because of a change in the condition of the dwelling-house or the common parts as a result of repairs or improvements (including the replacement of any fixture or fitting) carried out by the landlord or a superior landlord, the rent that is determined in response to an application for registration of a new rent under Part IV exceeds by at least 15% the previous rent registered or confirmed.”

### **Initial consideration**

21. Before proceeding to make a determination, it is necessary for the Tribunal to decide whether the submissions by the landlord, which were made out of time, should be considered and form part of the decision-making process.
22. The landlord’s representative accepts that the submissions were made out of time but offers no explanation as to why this is the case.
23. The Directions are quite clear as to the importance of the Directions and start with the following words in bold type: **“This is a formal order of the Tribunal which must be complied with by the parties. The Tribunal directs that the parties must comply with the STATEMENT ON TRIBUNAL RULES AND PROCEDURE issued 1 February 2019 which is enclosed with the directions.”**
24. However, the tenant has had the opportunity of studying and commenting on the representations and, in the view of the Tribunal, has not suffered any prejudice by the late submission.
25. It is a matter of regret that the landlord’s representative has not complied with the Tribunal’s directions but the Tribunal reminds itself of Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 which states “(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.”
26. On balance, the late submission of objections by the landlord’s representative is allowed in this case.

### **Valuation**

27. First of all, the Tribunal determined what rent the landlord could reasonably be

expected to obtain for the property in the open market if it were let today on the terms and in the condition that is considered usual for such an open market letting. The Tribunal had regard to the comparables provided by the parties and supplemented this with its own knowledge of general rent levels for this type of property.

28. Information relating to fair rents which have been registered is not a reliable source of rental evidence. The comparables provided by the tenant are over one, fifteen and four years old respectively. The rent register states that the uncapped rent is shown “for information only”. The tenant refers in his submissions to adjustments and states “I feel the total value of adjustments should be at least £100 per week”, albeit with no breakdown of how he has arrived at this figure.
29. The comparables provided by the landlord were considered but they are different from the subject property and of limited assistance.
30. Having regard to all the supplied information and on the basis stated above, the Tribunal determined that the starting point should be £280 per week.
31. However, this starting rent is on the basis of a letting in good, modernised condition. In this case, adjustment must be made to reflect the state or repair and the limitations of the property. The tenant’s repairing covenants are more onerous than would normally be found in an Assured Shorthold Tenancy. In order to reflect all the relevant considerations, the Tribunal has made the following deductions from the starting point of £280 per week:

Carpets and curtains provided by tenant	£	15.00
White goods provided by tenant	£	5.00
Outdated bathroom fittings	£	7.50
Tenant responsible for internal decorations	£	12.50
Outstanding repairs such as gutters at rear, defective floor boards, unfinished recent work by landlord etc.	£	20.00
<b>TOTAL DEDUCTIONS</b>	<b>£</b>	<b>60.00 per week</b>
<b>Adjusted rent</b>	<b>£</b>	<b>220.00 per week</b>

32. We then considered the question of scarcity as referred to in paragraph 18(a) above. In the case of *Metropolitan property Holdings ltd. v Finegold (1975) 1 WLR 349*, Lord Widgery said “If the house has inherent amenities and advantages, by all means let them be reflected in the rent under subsection(1); but if the market rent would be influenced simply by the fact that in the locality there is a shortage, and in the locality rents are being forced up beyond the market figure then that element of market rent must not be included when the fair rent is being considered.” This statement highlights the distinction between increase in rents that results from the benefits of local amenities which is permitted under section 70(1) of the 1977 Act, and increases in rent that are caused by demand exceeding supply which is not permissible and regulated by section 70(2) of the 1977 Act.
33. The Tribunal is required to consider scarcity in respect of demand and supply in the context of a sizeable area so as to ensure that the benefits of local amenities are neutralised and also to give a fair appreciation of the trends of scarcity and their consequences. The Tribunal should only give a discount for scarcity if it is substantial.
34. The Tribunal has given the matter careful thought and concludes that there is no substantial scarcity element in an area within a radius of approximately 50 miles of the subject property. Accordingly, no further deduction was made for scarcity.
35. We therefore determined that the uncapped Fair Rent is £220 per week exclusive of council tax and water rates.
36. The Tribunal then considered whether the works carried out by the Landlord since the last registration were sufficient to increase the previously confirmed rent by more than 15% - in which event the Maximum Fair Rent Provisions will not apply.
37. An indication of the works carried out since the last registration are referred to in a document entitled “Proposed programme of Works for Undertaking” and may be summarised:
- Replace or repair all windows
  - Provide loft insulation

- Provide the whole house with heating which has time and temperature controls
- Service the wood burning stove
- Install a carbon monoxide detector in the bedroom immediately above the reception room
- Overhaul and replace, where necessary, all the guttering on the property. Overhaul the rainwater goods to the rear of the property ensuring all water that is collected reaches a soakaway or similar alternative. Repair the area of perished plaster to the wall close to the rear left back door.
- Install a new fitted kitchen including floor covering and including providing a sufficient number of wall sockets.
- Provide a mechanical extractor fan in the kitchen.
- Arrange for a full EICR report...and any remedial work specified therein carried out accordingly.

Not all of the above work has been completed

38. The tenant comments on these works in his submissions and concludes that the total increase in value due to the Landlord's works is £9 per week.
39. The landlord makes no comment upon the works that have been carried out or the effect upon rental value or whether the MFR provisions apply.
40. The previous registered rent was £113.50 per week and it follows that the Tribunal must decide whether the works identified above increase rental value by at least £17.025 per week (15% of the previous rent)
41. The case of 22 Causewayside, Cambridge CB3 9HD (UT Neutral citation number: [2017] UKUT 213 (LC) UTLC Case Number: RAP/31/2016) was an appeal from the FIRST-TIER TRIBUNAL (PROPERTY CHAMBER) to the UPPER TRIBUNAL (LANDS CHAMBER) and provides useful guidance on how to deal with the effect of improvements.
42. The following points are extracted from the decision:
  - (a) *It was not enough for the FTT to satisfy itself that work had been done... That was not in dispute. What it ought first to have focussed on was the question raised by Article 2(7) of 1999 Order namely whether there had been "a change in the condition of the dwelling house...as a result of*

*repairs or improvements (including the replacement of any fixture or fitting) Any work or expenditure which brought about no change in the condition of the flat was therefore irrelevant.*

- (b) Once the FTT had identified the changes it considered had been brought about in the condition of the flat it was then necessary for it to consider the extent to which those changes had caused the fair rent to increase. The question was not by how much the rental value of the flat had been increased in 2007 by the works relied on, but rather, by how much it was increased in 2016 by those works in the condition they were in at the date of the FTT's determination.*
- (c) It was for the FTT to decide whether its views on these issues could be explained compositely, treating all of the changes together, or whether it was necessary to distinguish them and explain what it made of the individual changes. It was not necessary for it to attribute specific changes in rental value (up or down) to specific features, but in my judgment it was necessary for it not just to state that the increase in rent attributable to the changes was more or less than 15% of the previously registered rent, but to provide the figures, with and without the changes, on which it based that comparison.*
- (d) The question for consideration in any determination of a rent under section 70 of the 1977 Act is how the market would value the premises and not its value to the current tenant.*

43. The amount that to be added as a result of work carried out by the landlord since the last registration should reflect the considerations above. The tenant has suggested an addition of £9 a week and the landlord has made no comment. This is not an exact science and there is no formula to be applied. The Tribunal has experience of dealing with similar cases and, using its own knowledge and experience, makes the following observations and conclusions. Many of the items mentioned by the tenant have been considered in the overall position and reflected elsewhere. In order to achieve the objective, the Tribunal has focussed on four of the improvements carried out by the landlord since the last



registration.

- A. The previous wooden windows have been replaced with uPVC double glazed casements. This is likely to be an important factor for an incoming tenant. We accept that the work to fit the windows has in part been completed in an indifferent manner but any associated making good etc. is reflected in the deductions under item 31. We consider that this work would increase the tenants bid by £10 per week.
  - B. Recent work carried out by the landlord to the central heating installation is limited. The boiler was in place before the last registration and, although there are some newly fitted radiators, many old and inefficient radiators remain and space heating to parts of the house may be inadequate. The work will have some value and we consider that it would increase the tenants bid by £5 per week.
  - C. Work recently carried out to the wiring mainly consists of replacement of the consumer unit and renewal/additional power points. It seems however that the number of electrical sockets is still inadequate as “daisy chaining“ is apparent in many places. The work carried out will nevertheless have added to value and we assess that the rental bid would increase by £1 a week.
  - D. The kitchen area has been modernised with replacement fitted units. Although a few outstanding items remain, we assess the increase in rental value at £7 a week
44. In the light of the above, and using its own experience and expertise, the Tribunal decided that the amount of increase in rent attributable to the four items carried out by the landlord taken as a whole is the sum of the above which is £23 per week. This is more than 15% of the previous registered rent (i.e. more than £17.025 per week) and it is not necessary to consider any other items. Accordingly, we determine that the Maximum Fair Rent provisions do not apply.
45. The Tribunal has carefully considered the representations from the parties. Some of the information provided and the questions raised are not relevant and it is

inappropriate to comment on each individual point made in the representations. We have gone into some detail in the hope that the considerations and the way in which the fair rent has been calculated will be transparent and clear to the parties.

**Accordingly, the sum of £220 per week will be registered as the fair rent with effect from Monday, 22<sup>nd</sup> July 2019, being the date of the Committee's decision**

**Chairman: R. A. Wilkey**

**Dated: Monday, 22<sup>nd</sup> July 2019**

## **Appeals**

46. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
47. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
48. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend the time limit, or not to allow the application for permission to appeal to proceed.
49. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.
50. If the First-tier Tribunal refuses permission to appeal, in accordance with section 11 of the Tribunals, Courts and Enforcement Act 2007, and Rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the Applicant/Respondent may make a further application for permission to appeal to the Upper Tribunal (Lands Chamber). Such application must be made in writing and received by the Upper Tribunal (lands Chamber) no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission.