FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BE/LRM/2019/0021**
Property	**:**	**171 Tower Bridge Road, London SE1 2AW**
Applicant	**:**	**171 Tower Bridge Road RTM Company Ltd**
Representative	**:**	**Canonbury Management** (ref: TX1506219/CID1359878) (mail@canonburymanagement.co.uk)
Respondent	**:**	**Assethold Limited**
Representative	**:**	**Scott Cohen solicitors** (ref: SC3074) (admin@scottssolicitors.co.uk)
Type of application	**:**	**Application in relation to the denial of the Right to Manage**
Tribunal member(s)	**:**	**Judge Timothy Powell**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**20 January 2020**

DECISION

The tribunal's decision

I determine that the applicant was not on the relevant date entitled to acquire the Right to Manage the premises pursuant to section 84(5)(a) of the Act.

The application

1. This was an application under section 84(3) of the Commonhold and Leasehold Reform Act 2002 ("the Act") for a determination that, on the relevant date, the applicant Right to Manage ("RTM") company was entitled to acquire the Right to Manage premises known as 171 Tower Bridge Road, London SE1 2AW ("the premises").

2. By a claim notice dated 9 May 2019, the applicant gave notice that it intended to acquire the Right to Manage the premises on 18 September 2019.

3. By counter notice dated 11 June 2019, the respondent freeholder disputed the claim, alleging that the applicant had failed to establish compliance with sections 73(2), 78(1), 79(2), 79(8), 80(2), 80(4), 80(8) and 80(9) of the Act.

4. The application was dated 17 July 2019 and received by the tribunal on 22 July 2019. Directions were issued on 5 September 2019 for a determination without an oral hearing, as part of the tribunal's Digital Resolution Pilot, whereby all correspondence and documents were to be transmitted digitally.

The law

5. The relevant provisions of the Act are referred to in the decision below.

The counter-notice

6. In its counter-notice and later statement of case, the respondent disputed the acquisition of the Right to Manage on the following grounds:

   (i) The premises sought to be acquired had been wrongly identified or defined. As a consequence, the claim notice was defective (section 80(2) of the Act) and, allied to that, the error in the applicant's articles of association meant that the RTM company was not properly constituted (section 73(2));

   (ii) Neither a notice of intention to participate nor the claim notice had been given to the leaseholder of Flat 14, Mr Philip Lovelock, thereby invalidating the Right to Manage process (sections 78(1), 79(2) and 79(8) of the Act); and

   (iii) By failing to comply with the requirements for a claim notice, it was not validly served (sections 80(8) and (9) of the 2002 Act).

7. By the date of the determination, the respondent was no longer pursuing a dispute raised under section 80(4) of the Act.

8. Having considered the documents in the bundle, I will deal with the second ground of dispute first, then the first and third issues.

(ii) Notice of invitation to participate & service of the claim notice: sections 78(1), 79(2) & 79(8)

The respondent's case

9. Section 111(5) of the 2002 Act states that:

> "A company which is a RTM company in relation to premises may give a notice under this Chapter to a person who is the qualifying

> tenant of a flat contained in the premises at the flat unless it has been notified by the qualifying tenant of a different address in England and Wales at which he wishes to be given any such notice."

10. The leaseholder of Flat 14, Tower View, is a Mr Philip Lovelock, said by the respondent to be "a non-participating member of the RTM Company", though this does not appear to be correct. As the applicant had utilised an address for service for Mr Lovelock that was not the qualifying lease address (i.e. was not "at the flat"), nor the address held by the respondent's agent for him (which was not disclosed "due to data regulation & confidentiality"), the respondent put the applicant to proof that the Notice of Invitation to Participate ("NIP") and the Claim Notice had in fact been delivered to him, as required by sections 78(1) and 79(2), and section 79(8) of the Act, respectively.

11. The respondent sets out the "critical importance" to the statutory scheme that such notices are given to each relevant person, stating that:

> "The giving of a valid NIP to each person who at the time when the notice is given is the qualifying tenant of a flat in the premises and is neither a member nor has agreed to become a member of the RTM company is therefore an essential pre-condition to any further progress towards the acquisition of the right to manage. There is also no saving provision for failure to validly serve a NIP as this does not constitute an inaccuracy … Accordingly, the Respondent seeks clarification of the address utilised to ensure valid service of the prescribed notices on the qualifying tenant has occurred in compliance with the provisions of the 2002 Act."

My decision

12. The notice of invitation to participate and claim notice were not properly served on Mr Phillip Lovelock, qualifying tenant of Flat 14, and such non-compliance invalidates the subsequent Right to Manage procedures.

Reasons for my decision

13. From the documents provided, I can see that Mr Philip Lovelock was not one of the original subscribers to the RTM company and he was not and (so far as I am aware) is not a current member of the company. He is, however, named as the registered proprietor of the leasehold land known as "14 Tower View, Tower Bridge Road, London (SE1 2AW)" at HM Land Registry; and he is therefore the qualifying tenant of that flat.

14. The NIP and Claim Notice were each sent to Mr Lovelock at 5 Creswell Holt Park, Hook, Hants, United Kingdom RG27 9TG. No other address for Mr Lovelock appeared in the papers, save that this is the same

address given by Mr Lovelock as his address in the Proprietorship Register of Flat 14 at HM Land Registry.

15. By section 78(1) of the Act, before making a claim to acquire the right to manage any premises, a RTM company "must" give a NIP to each qualifying tenant who is not, or has not agreed to be, a member of the company. By section 79(2), a failure to do so prevents the giving of a claim notice.

16. Section 111(5) is permissive, in that it allows such notice to be given at the tenant's flat, or at an address notified to the company by the tenant. Neither applies to the notice sent to Mr Lovelock at the 5 Cresswell Holt Park address; and the applicant has not explained why the NIP was sent there, rather than to the flat itself. Perhaps this was because Mr Lovelock was an absentee tenant who did not live at the flat (the respondent's agents having an alternative address for him); but given the terms of section 111(5) of the Act, it was clearly sensible for the applicant to have sent a NIP to the flat, perhaps in addition to the address for him at the Land Registry.

17. Non-compliance with statutory requirements may render the NIP and the subsequent claim notice invalid. However, case law is clear that a failure by the RTM company to comply precisely with the requirements for a NIP, or the notice procedure, does not automatically invalidate all subsequent steps: see *Natt v Osman* [2014] EWCA Civ 1520, a case about a notice under the Leasehold Reform, Housing and Urban Development Act 1993, as applied to a notice under the Right to Manage provisions under the 2002 Act by *Elim Court RTM Company Ltd v Avon Freeholds Ltd* [2017] EWCA Civ 89 (23 February 2017).

18. Reviewing past Court of Appeal cases, Etherton C in *Natt v Osman* at [31] explained that:

> "The Court of Appeal cases show a consistent approach in relation to statutory requirements to serve a notice as part of the process for a private person to acquire or resist the acquisition of property or similar rights conferred by the statute. In none of them has the court adopted the approach of "substantial compliance" […]. The court has interpreted the notice to see whether it actually complies with the strict requirements of the statute; if it does not, then the Court has, as a matter of statutory interpretation, held the notice to be wholly valid or wholly invalid…"

19. This means that non-compliance does not necessarily render the NIP (or subsequent procedures based on it) invalid, but, at [33]:

> "… the intention of the legislature as to the consequences of non-compliance with the statutory procedures (where not expressly stated in the statute) is to be ascertained in the light of the statutory scheme as a whole."

20. Indeed, in *Elim Court,* Lewison LJ at [56] repeated the general principle that:

> "… it does not follow that […] every defect in a notice or in the procedure, however trivial, invalidates the notice."

21. The *Elim Court* decision concerned the content of a NIP, which was held to be valid in that case notwithstanding a failure to include a Saturday or Sunday as a dated for the inspection of the RTM's articles of association, as required by section 78(5), a section which was also governed by the word "must". The same principles apply to the non-service of a notice, albeit that is likely to be a far more serious failing, especially where service of valid NIPs is a pre-condition to the subsequent service of a valid claim notice.

22. Service of the NIP to the tenant of a flat may be by post and, if sent to the flat or to an address specifically supplied for that purpose by the tenant, it is deemed by section 111(5) to have been served on that tenant. Another address may be used by the RTM company, but it then loses the protection of deemed service and it then bears the burden of proving, on a balance of probabilities, that the NIP was, in fact, given to the tenant.

23. In the present case, the NIP was sent to Mr Lovelock at the address given for him at HM Land Registry, but there is no evidence from the applicant that he received it and, thus, that it had been "given" to him. The prescribed consequence for such a failure is that no valid claim notice can be given.

24. Similar circumstances arose in *Avon Freeholds Ltd v Regent Court RTM Co Ltd* [2013] UKUT 213 (LC) (05 July 2013), where the NIP was posted to Messrs Chapman, the non-participating owners of Flat 16, Regent Court, not at the flat, but at the address recorded on the Proprietorship Register at HM Land Registry (as in the present case); but there was no evidence that notices served at that address had been received by the tenants.

25. Giving judgment, the President, Sir Keith Lindblom held that service at an address other than the flat was not fatal to the validity of the statutory procedure, if service had been effected at the tenant's last known address, even if it could not be proved that the notice had come to the tenant's attention. While that conclusion was reached on consideration of the statutory scheme as a whole, the case pre-dated *Elim Court* and closely followed the reasoning in *Sinclair Gardens Investments (Kensington) Ltd v Oak Investments RTM Co Ltd*, Unreported, LRX/52/2004, Lands Tribunal, a decision which is inconsistent with the approach in *Natt v Osman* and *Elim Court*, and one that should not be relied upon: per Martin Rodger QC in *Triplerose Ltd v Mill House RTM Co Ltd* [2016] UKUT 80 (LC) at [35] and [40].

26. The correct approach to the applicant's non-compliance with the requirement to serve a NIP on Mr Lovelock is to consider whether that is a sufficient defect to invalidate the subsequent claim notice; and

whether there is any generic prejudice, for example, to any of the parties or to process itself (as opposed to any actual prejudice to Mr Lovelock, which is not relevant).

27. In this case, it appears (but has not been confirmed) that Mr Lovelock does not live at the flat in question. While the landlord's agents (apparently) have an alternative address for Mr Lovelock, they are unwilling to disclose it to the RTM company. As Mr Lovelock's actual address is unknown to the company, it is unable to serve him with the NIP to ensure that it comes to his attention, so that he may, if he wishes, participate in the RTM process at an early stage. The company is therefore only able to make use of the deemed service provisions of section 111(5) of the Act, or of the address that Mr Lovelock gave for himself to HM Land Registry.

28. The obvious step for the applicant to have taken was to serve the NIP at the flat and to make use of the deemed service provisions. It might be argued (though the applicant has not done so) that the NIP would not necessarily come to Mr Lovelock's attention, if he did not live at the flat, that the service of the NIP at the flat would have been an "empty gesture"; and that nothing is lost, and there is no generic prejudice to the process, by not serving the flat, but by sending the NIP to the address given from Mr Lovelock at the Land Registry.

29. However, the statutory provisions are important and the consequences of non-compliance are expressly stated in the statute. In order for me to conclude that the non-compliance did not invalidate the RTM procedures and the subsequent service of a claim notice, I would need more evidence and clear submissions, especially dealing with the matters raised in *Natt v Osman* and *Elim Court*. However, in this case, there is no evidence that the flat is empty; nor, if the flat is occupied, is there any evidence as to whether the occupants have contact with Mr Lovelock or anyone managing the flat on his behalf. For all I know, Mr Lovelock does in fact live in the flat or, if not, he collects his post at the flat regularly, or he is in regular contact with the occupants, or he has arranged for his post to be re-directed to another address by the Post Office. There is also no evidence as to whether the NIP sent to the address in the Proprietorship Register came to Mr Lovelock's attention.

30. Given that the purpose of the notice of invitation to participate is an important feature of the RTM process, I consider that the failure to serve a NIP on Mr Lovelock is a sufficient defect to invalidate the subsequent RTM procedures, in particular the giving of a claim notice. It was also a failure in the procedure that was easily avoidable. I therefore conclude that the subsequent giving of the claim notice was invalid and was precluded by section 79(2) of the Act.

31. The same considerations apply in respect of the requirement in section 79(8) to give a copy of the claim notice to each person who on the relevant date is the qualifying tenant of a flat contained in the premises. The purpose of this requirement would appear to be to notify the

qualifying tenants that the RTM procedure had commenced by serving a claim notice on the freeholder. As there would appear to be like non-compliance with this requirement, the failure to serve a copy on Mr Lovelock, in my view, invalidates the RTM procedure.

32. Having reached the conclusions above, there is no need for me to deal with the first and third grounds of opposition, which in any event, are related. However, in case I may be found wrong in relation to the second issue, above, I deal with the other issues, below.

(i) The definition of the premises: sections 73(2) & 80(2)

The respondent's case

33. The respondent's case is that the identity of the premises in the articles of association, claim notice and associated documentation as 171 Tower Bridge Road is not consistent with the description of the premises within the freehold titles and leases. The description insufficiently identifies the extent of premises for which the claim notice is given. This is because:

> "The 'Block' the Applicant appears to be seeking to acquire the right to manage is registered to the Respondent at HM Land Registry under two titles. No. TGL222812 (171 Tower Bridge Road, London, SE21 2AW) and Title No. TGL231318 (177 Tower Bridge Road, London SE1 2AW)."

34. The respondent provided copies of the two freehold titles and, when requested, official title plans. While the leasehold titles referred to the address at 171, the leases themselves referred to 177. Examples were provided in respect of Flat 14 and Flat 12, respectively.

35. According to the respondent, the articles of association and claim notice should therefore have identified the premises:

> "…in full and with reference to both titles which includes 171 Tower Bridge Road and part of 177. Whilst one may draw conclusions in respect of the intention of the RTM company by reference to the members of same, it is the correct definition of Premises which provides the Right by reason of the Articles of Association. Given the rights and obligations that follow the acquisition of the Right to Manage by the company and the rights that arise specifically from the definition of Premises in the Articles of Association and the claim notice however, it is critical that such definition is correct and without ambiguity."

36. The respondent submitted that the error not only affects the validity of the claim notice, but it also invalidates the RTM company, which was consequently not properly constituted.

My decision

37. The premises to be acquired have been correctly identified, as a result of which the RTM company was properly constituted and, had it not been precluded by section 79(2), the claim notice would have been valid.

Reasons for my decision

38. The memorandum of association of the applicant company, 171 Tower Bridge Road RTM Company Ltd, is dated 16 April 2019. By paragraph 4 of the articles of association:

> "The objects for which the company is established are to acquire and exercise in accordance with the 2002 Act the right to manage the Premises."

39. Under the earlier Defined Terms, in paragraph 1:

> " "the Premises" means 171 Tower Bridge Road, London, Greater London, United Kingdom, SE1 2AW and any common parts of that building which lessees of that building currently have use of under their leases"

40. Paragraph 1 of the claim notice stated that:

> "171 Tower Bridge Road RTM Company Ltd ('the company') … claims to acquire the right to manage 171 Tower Bridge Road, London, Greater London, United Kingdom, SE1 2AW and any common parts of that building which lessees of that building currently have use of under their leases ('the premises')"

41. Paragraph 2 claims that the premises are ones to which Chapter I of the 2002 Act applies because:

> "(a) they consist of a self-contained building or part of a building, with or without appurtenant property …"

42. The persons who are both qualifying tenants and members of the RTM company are set out in Part 1 of the Schedule to the claim notice, being the lessees of numbers 3, 4, 5, 6, 7, 10 and 12 "**Tower View**, 171 Tower Bridge Road, London SE1 2AW" (emphasis added); and particulars of the leases of the flats are set out in Part 2 of the Schedule.

43. The official copy of the register of title for Title No. TGL222812 is in respect of the freehold land at "171 Tower Bridge Road, London (SE21 2AW)". This is title absolute and the price stated to have been paid for it by the respondent, on 3 May 2016, was £77,499. The Schedule of notices of leases sets out details of flats 1 to 14 on the first to sixth floors of 171 Tower Bridge Road, together with one ground floor unit said to be "Unit 1, 179 Tower Bridge Road".

44. The official copy of the register of title for Title No. TGL231318 is in respect of the freehold land at "177 Tower Bridge Road, London (SE21 2AW)". This is title possessory and the price stated to have been paid for it by the respondent, on 3 May 2016, was £1. The Schedule of notices of leases sets out details of same flats 1, 2, 4, 5, 7, 8, 10, 11 and 13 on the first to sixth floors of **171** Tower Bridge Road, together with the ground floor unit said to be "Unit 1, 179 Tower Bridge Road".

45. It is noteworthy that all the flats within the freehold title to 177 are said to be **part of 171** Tower Bridge Road, notwithstanding what is said in the counterpart lease to Flat 12 (see below); and the one leasehold title provided, to Flat 14, was also said to be part of 171.

46. Initially, neither party provided plans accompanying the two registers but, once these had been requested by the tribunal and received, it was clear that the titles comprise two contiguous parcels of land shown edged with red on each plan.

47. The respondent relied upon the counterpart lease to flat 12, which was exhibited to its statement of case to demonstrate that the flat was contained within a property at 177 Tower Bridge Road, pointing to both the definition of "The Block" in the lease and the description of the demised premises in the First Schedule.

48. The counterpart lease is dated 24 November 2006. On the first page (page 16 of the respondent's bundle) the "Definitions" section assigns meanings to various terms in the lease, including, with added emphasis:

> "(1) "the Block" shall mean all that land and buildings of which the Demised Premises form part situate at and known as **Tower View**, 177 Tower Bridge Road London SE1 as the same is registered at HM Land Registry under Title Numbers TGL222812 and TGL231318 and shown (at ground floor level) for identification purposes only on Plan "A" annexed hereto"

49. Under the Recitals, the dual nature of the freehold title is reconfirmed, where it states that:

> "(A) The Landlord is registered at HM Land Registry as the proprietor of the freehold estate in the Block with Absolute Title under Title Numbers TGL222812 and with Possessory Title under Title Number TGL231318"

50. There are two plans attached to the counterpart lease, Plan A, which in the definition of "the Block" delineates the land and buildings known as Tower View, and Plan B, which delineates the Demised Premises within its floor of the Block. The location and footprint of both plans appear to correspond very closely, if not exactly, with the combined registered title plans of the two freehold titles.

51. An explanation for the 171/177 discrepancy was provided by Rajeshree Shivaji Bhosle, qualifying lessee of Flat 9, Tower View, and secretary of the applicant company, in an email sent to the applicant's representatives on 15 October 2019. He said that:

> "To the best of my knowledge the property is not connected to any other property. When the property was first built it was given number 177 but within the first few months they changed the address to 171. This is probably where the confusion lies. They are not 2 different buildings though, all the flats for the RTM are at 171.
>
> I don't think 177 Tower Bridge Road exists, a quick land registry and Google search has brought up nothing with that address."

52. However, the applicant did not provide any narrative submissions about the identity of the premises, about the footprint of the building in relation to the Land Registry plans, the nature (presumably commercial) of the ground floor unit and why its address was neither 171 nor 177, but rather "Unit 1, 179 Tower Bridge Road", or any photographs of the building that might have clarified some or all of these matters. Had I not reached the adverse determination in relation to the second issue, above, an inspection of the building may have been helpful to resolve these matters. However, notwithstanding these gaps in evidence and submissions, I conclude that all the flats and the ground floor unit are all in the same building.

Discussion and my conclusions

53. The respondent relies upon a February 2015 decision of the First-tier Tribunal, *59 Huntingdon Street, London N1 1BX*, to say that "the definition of the premises should leave no scope for interpretation given the rights and obligations following acquisition of the Right to Manage". The respondent also relies upon the subsequent, January 2016, decision of the Upper Tribunal in *Avon Ground Rents Ltd v 51 Earls Court Square RTM Company Ltd* [2016] UKUT 22 (LC), LRX/66/2015 to say that "in order for a company to be a Right to Manage company within the meaning of the Commonhold and Leasehold Reform Act 2002, its Articles of Association must confer power to manage "premises" as defined in s.72, 2002 Act".

54. I do not consider that the First-tier Tribunal decision assists me, for two reasons. First, the decision is not binding on me and, secondly, the facts in relation to the definition of the "premises" are essentially the same as in the subsequent Upper Tribunal decision, which decided the opposite way.

55. In the Upper Tribunal decision, the RTM company's articles said that its object was to acquire the right to manage premises described as "Flat 1-

13, 51 Earls Court Square", but the claim itself was to acquire the right to manage the Building, which it identified in the claim notice as "51 Earls Court Square …"

56. Finding for the RTM company in that case, the Deputy President Martin Rodger QC held that:

> "31. The Company's articles say that its object is to acquire the right to manage premises described as "Flat 1-13, 51 Earls Court Square". Immediately on encountering that statement the informed reader would exclude the possibility that the Company had been established to acquire the right to manage a single flat, known as "Flat 1-13". As the reader would know, there is no such single flat; nor, if there was, could the management of a single flat be the object of an RTM company. No reasonable person would attribute that intention to the members of the Company because it is clear from the context that they must have meant something different.
>
> 32. The informed reader, having excluded a literal meaning of the description used in the articles, would go on to consider alternative meanings. The words "Flat 1-13, 51 Earls Court Square" might be a reference to the thirteen flats, numbered 1 to 13, in the building known as 51 Earls Court Square, or alternatively they might signify the building at 51 Earls Court Square, which comprises those 13 flats. In choosing between those alternatives the reasonable person would ask themselves whether the object of the Company could sensibly be the acquisition of the statutory right to manage thirteen individual flats (an object which is legally incapable of fulfilment), or whether the parties must have intended that the right would extend to the whole of the Building comprises the thirteen flats. There is only one possible answer to that question namely that the parties intended to refer to the whole of the Building, it being the only unit of property at 51 Earls Court Square capable of being the subject of an application for the acquisition for the right to manage.
>
> 33. I am therefore satisfied that the First-tier Tribunal came to the right conclusion although I would explain that conclusion on the basis that it is clear from the description in its articles that the premises in relation to which the Company is an RTM Company are the whole of the Building at 51 Earls Court Square. There was therefore no obstacle to the Company giving a claim notice asserting the right to manage the Building and the appeal is accordingly dismissed."

57. Applying this reasoning to the facts of the present case, the inescapable conclusion is that Tower View is one building, at 171 Tower Bridge Road,

albeit held under two different freehold titles. It remains one Block; the Block Definition for Flat 12, 177 Tower Bridge Road, refers specifically to Tower View; and the schedule of leases to title no. TGL231318 (177) refers to leases at 171. The applicant seeks to acquire the Block – Tower View – that contains Flats 1 to 14. It is the only unit of property on that site capable of being the subject of an application for the acquisition of the right to manage.

58. The purpose of identifying the Block in the documents created for the purpose of acquiring the Right to Manage is so that the parties know which building the procedure relates to. Where there is only one building at the location in question, the designation "171 Tower Bridge Road" sufficiently identifies the building concerned. The respondent cannot have any difficulty in identifying the relevant building and there is no reason to believe that anyone else would have that difficulty. Indeed, there is nothing in the respondent's submission to say that it is confused or that it cannot identify which building is subject to the claim.

59. There is therefore nothing, in my view, in the respondent's argument that the applicant has failed to identify the correct premises under section 72 of the Act ("Premises to which this Chapter applies"), or that the company has failed the first of the procedural pre-conditions of section 73(2) of the Act, by its articles of association failing to state that one of its objects is the acquisition and exercise of the right to manage "the premises", or that the claim notice was defective for not correctly identifying the premises under section 80(2).

60. Having said this, if the outcome of my determination is that the applicant decides to re-serve NIPs and a claim form, the particular issues relating to the numbering and identity of the building, in the articles of association and notices, is something the applicant may wish to address first, to avoid future problems.

(iii) Particulars and requirements of a claim notice: sections 80(8) & 80(9)

61. The respondent submitted that, on the basis the premises have not been correctly identified, the claim notice fails to comply with the particulars and requirements of a claim notice and has not been served in the prescribed form of notice, pursuant to sections 80(8) and (9) of the Act (which refer to regulations).

62. This ground follows on from the allegation that the premises were not correctly identified, dealt with above. Given my conclusion that the premises were correctly identified, this objection must fall with it. I therefore determine that, if not precluded by section 79(2), the claim notice would have been valid.

Summary

63. In the light of the above, I find that the applicant was not on the relevant date entitled to acquire the right to manage the premises at 171 Tower Bridge Road, London SE1 pursuant to section 84(5)(a) of the Act. I therefore dismiss the application.

Costs

64. Section 88(3) of the Act states:

> "(3) A RTM company is liable for any costs which such a person incurs as party to any proceedings under this Chapter before the appropriate tribunal only if the tribunal dismisses an application by the company for a determination that it is entitled to acquire the right to manage the premises."

65. In the light of my decision, the parties should seek to agree costs between them but, if there cannot be agreement, subsequent application may be made to the tribunal for a determination.

Name: Timothy Powell **Date:** 20 January 2020

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).