FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CHI/29UC/LBC2017/0021-3**
Properties	**:**	**Flats 5,9,6,7 & 10 Dolphin Court, 110 Central Parade, Herne Bay Kent CT6 5JP**
Applicant	**:**	**Tindrell Ltd**
Representative	**:**	**Mr Hardman Counsel (Direct Access)**
Respondents	**:**	**1. Mrs Hennelly (Flat 5) 2.Mrs Fletcher (Flat 9) 3.Mr Fletcher (Flat 9) 4.Mardan Properties Ltd (Flats 6,7 and 10)**
Representatives	**:**	**Mrs Hennelly in person R2-4, Mr Mayall Counsel (instructed by Littlestone Cowan Solicitors)**
Type of Application	**:**	**s.168 CLRA '02**
Tribunal Members	**:**	**Judge D Dovar Mr R Athow FRICS MIRPM Mr P Gammon MBE BA**
Date and venue of Hearing	**:**	**18th and 19th October 2017 Margate**
Date of Decision	**:**	**23rd October 2017**

DECISION

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1. These are three applications under s.168 of the Commonhold and Leasehold Reform Act 2002 ('the Act') for the determination of various breaches against a number of long leasehold owners. All of the Properties are contained within Dolphin Court, 110 Central Parade, Herne Bay, Kent ('Dolphin Court') the freehold of which is owned by the Applicant.

2. Directions were given on the individual applications on 9th May 2017 and on 5th July 2017 an order was made that the three applications be heard together. The Applicant applied to amend its application against the First Respondent in order to rely on an additional breach of covenant, but that was refused on 18th September 2017.

3. The Tribunal received witness statements from Mrs Hennelly (First Respondent), Mr and Mrs Fletcher (Second and Third Respondent), Mr Bean (for the Fourth Respondent, Mardan Limited), Mrs Elu, Mr Rossi and Mr Hancock (all for the Applicant) and heard evidence from Mrs Elu, Mrs Hennelly, Mr Fletcher and Mr Bean. Two of the Applicant's witnesses, Mr Rossi and Mr Hancock, did not attend and so whilst their evidence was taken into account it was afforded less weight.

Inspection and description

4. The Tribunal inspected Dolphin Court on the morning of the first day of the hearing, including the basement and flat 7.

5. Dolphin Court is a Grade II listed former hotel situated in the centre of Herne Bay, close to the harbour. It is set back from the seafront overlooking ornamental gardens and the Thames Estuary/North Sea. All local facilities are within walking distance. The mainline railway station is about ½ mile away.

6. The building is of traditional construction set over 5 floors plus a semi-basement, having brick, rendered and colour washed elevations under a tiled roof. There are wooden sliding sash windows throughout the main part of the building. It is understood to have been converted into 11 flats about 12 years ago.

7. The basement area was originally intended to be a gym for the private use of the leaseholders. This has not occurred. Instead the basement area was, on inspection, two large empty spaces with a few cupboards and smaller rooms running off them, including one room which contained the utility meters.

Lease terms

8. In most aspects the leases were in common form and the following are the material clauses for the purposes of this determination.

9. By clause 4.3, the Lessee covenanted

"*With the Management Company[1] and Lessor to contemporaneously apply to the Chief Land Registrar in from RX1 (or in any other superseding form which may be current on the date hereof) for entry of the following Restriction in the proprietorship register of the registers of title being applied to the Property.*

> *"RESTRICTION – No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is be registered without a certificate signed by the secretary or other officer of Ideal Group Management Company Limited of clauses 27.1 and 27.2 of the registered Lease have been complied with' "*

10. By Clause 4.1 and 4.2, the lessee also covenanted to observe and perform the obligations in the Eighth Schedule. That Schedule provides:

    a. Part 1, Paragraph 9, 'To repair and keep the Demised Premises and all Service Installations exclusively serving the same … and every part thereof … in good and substantial repair order and condition at all times';

[1] The lease for Flat 5 defines the Management Company as Ideal Group Management Limited (company number 5685355).

b. Part 1, Paragraph 16 'Not to do or permit to suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance of premises adjoining the Maintained Property …'

c. Part 1, Paragraph 25.2, 'Not at any time during the term to … underlet the Demised Premises without the prior written consent of the Lessor and the Management Company or its agents (such consent not to be unreasonably withheld or delayed) PROVIDED ALWAYS that such under letting shall be by means of an assured shorthold tenancy agreement or any other form of agreement which does not create any rights of tenancy for the tenant after the term of any such agreement shall have expired;

d. Part 1, Paragraph 27.1 'To give written notice within 28 days to the Lessor and to the Management Company (or their agents) of any assignment transfer mortgage charge grant of probate letters of administration order of court or other matter disposing of or affecting the Demised Premises or devolution of or transfer of title to the same with a certified copy of the instructing effecting any such dealings AND ALSO to pay or cause to be paid at the same time to the Lessor and the Management Company such reasonable fee appropriate at the time of registration in respect of any such dealing (being a minimum sum of £40 plus VAT with regard to the notice fee payable to the Lessor) …;

e. Part 1, Paragraph 27.2, 'Not to transfer or otherwise dispose of the Demised Premises without contemporaneously with such transfer or otherwise requiring the transferee to enter into a deed of covenant with the Management Company and the Lessor in the form set out in the Eleventh Schedule and to ensure that any successor in title of the Lessee becomes a member of the Gymnasium Management Company.'

f. Part 2, Paragraph 6 'Not to obstruct or permit to be obstructed at any time any accessways roadways entrances stairways corridors or any openings of whatsoever nature on the Building or the Gymnasium …;

Right to Manage

11. To compound the issues in this case, whilst under a previous landlord (a company owned by Mr Bean, the individual connected with the Fourth Respondent) the tenants had exercised their rights under the Act to obtain the right to manage through Dolphin Court RTM Company Limited ('the RTM Company'). The RTM Company appointed Omnicroft Limited to manage the Property. The issues of breach of covenant in this case are therefore complicated by the fact that a number of those covenants are transferred under the Act from the landlord to the RTM Company; including giving consent to sub-letting and dealing with registration of charges. However, the landlord's right to forfeit is preserved and the landlord still has some role to play in the issue of consent; it must be notified of applications for sub-letting and can object to the giving of consent.

Section 168 Applications

12. An application under s.168 of the Act is a prelude to forfeiture. The Tribunal is not concerned with whether the right to forfeit for a particular breach has been waived. However, if that is the case, then it seems that even if a landlord is successful on an application, the determination will be of limited, if any, use to them.

13. The nature of the Applicant's case in respect of many of the alleged breaches varied during the course of proceedings, right up to closing submissions. Allegations have been abandoned. Others have altered so that they bear little resemblance to the particulars set out in the application form.

14. In relation to these changes, it was contended by the Applicant that the Tribunal should not take too formalistic an approach as the Tribunal is intended to be less formal than the Courts. Whilst that might be appropriate for many of the matters that come before a Tribunal, it is less so when a person is facing an application under s.168 as a preliminary step by a landlord to deprive a lessee of their lease. It is also less appropriate when some of the allegations of breach of covenant are themselves technical ones. The Tribunal considers that in those circumstances, the respondent leaseholder is entitled to know with sufficient precision what it is said they have done to commit a breach. If the allegation is vague or too wide or changes during the proceedings, they are in difficulty, not least because they are unable to admit and/or remedy any breach.

The Breaches

15. At the outset of the hearing the parties helpfully identified the specific breaches that remained in issue (the others that appeared in the applications having been abandoned by the Applicant). They were:

    a. Flat 5 (First Respondent):

        i. The failure to enter a restriction against title in accordance with Clause 4.3 of the Lease;

        ii. Conduct which may cause the insurance premium to increase contrary to clause 4 and paragraph 16 of Part 1 of the 8th Schedule of the Lease. Being the placement of items in the basement area;

        iii. Causing an obstruction to access ways contrary to clause 4 and paragraph 6 of Part 2 of the 8th Schedule of the Lease. Again, this relied on the placement of items in the basement area.

    b. Flat 9 (Second and Third Respondents):

i. Sub-letting without prior written consent contrary to clause 4 and paragraph 25.2 of Part 1 of the 8th Schedule of the Lease. This arose out of a sub-letting on 12th August 2016;

ii. Failing to give appropriate notice of charge and/or payment contrary to clause 4 and paragraph 27.1 of part 1 of the 8th Schedule of the Lease. The specifics of this allegation changed during the course of these proceedings.

c. Flats 6, 7 and 10 (Fourth Respondent):

i. Sub-letting without consent contrary to clause 4 and paragraph 25.2 of Part 1 of the 8th Schedule of the Lease. This arose out of a sub-letting of Flat 6 on 8th July 2016; of flat 7 on 30th September 2016; and of flat 10 on 29th October 2016;

ii. In relation to flat 7, contrary to clause 5 and paragraph 9 of part 1 of the 8th Schedule, the flat had fallen into disrepair in respect of the windows and the cooker hood/extractor. Although it was accepted by the Applicant that as at June 2016 the disrepair had been remedied. The utility of a finding of breach on this aspect is therefore questionable.

Flat 5: Mrs Hennelly

Failure to enter a restriction

16. The lease provides for the First Respondent, the Landlord and the Management Company to apply together for a restriction on title. The First Respondent has not applied for the restriction. Neither the landlord, nor the RTM Company have proposed a joint application. The Management Company referred to in the lease, Ideal Group Management Limited was never incorporated. Instead there is another company with

the same registration number, Finemist Limited. The Tribunal were told that that company has never been active.

17. The restriction seeks to ensure that subsequent assignees covenant directly with the landlord not only in relation to the covenants in the lease, but also to become a member of the gym company; presumably to govern the use and maintenance of the gym in the basement.

18. The Tribunal was informed that the gym company has been dissolved. Further there is no gym in the basement. Indeed, the Applicant asserts that they have possession of the basement to the exclusion of the leaseholders and want to turn that space into offices.

19. The Applicant's case was presented simply. There is a covenant to enter a restriction. The First Respondent has not entered a restriction. She has been asked to do so, but has failed to do so. There is a breach.

20. The Applicant recognised an issue with this particular covenant in that it was not a unilateral requirement. It was not just for the lessee to enter the restriction, it was for the lessee to join with both the landlord and the Management Company. The Applicant sought to head off the difficulties that this gave rise to by contending that the purpose behind having all three join in, is so that an application to the registrar is not rejected because only one party has applied. It was submitted that in this case, where neither the lessor, nor the management company have refused to apply for a restriction, but had merely been silent on the issue, not only was there a positive obligation on the First Respondent to compel them to join in an application, but she should have made a unilateral application to protect her position. In fact it was asserted by the Applicant that they too were in breach of this obligation, as was the Management Company, but that that was not material to this breach.

21. The Tribunal does not agree with the Applicant's contention that Mrs Hennelly was in breach of this clause because she did not seek to compel the landlord and the management company to join in an application and/or make a unilateral application. That is not what the clause requires.

22. There was no evidence that Mrs Hennelly had been approached to make a joint application as contended for by the clause. Had she been approached and then refused, she may have been in breach. However, that would overlook the difficulty that the named management company never existed and that the restriction would repeat the fiction that there was a gym in the basement and that the gym company was in existence. It would also be contrary to the Applicant's case that the leaseholders have a right to use the basement.

23. So even if Mrs Hennelly were to have been approached, it seems that there may not be an obligation on her to comply, but that is not the question that this Tribunal has to answer. The simple fact is that no joint approach has been suggested by the Applicant and therefore the First Respondent is not in breach. It would also be a little absurd if the Applicant was permitted to claim a breach which, by its own admission, would have been in part caused by their own breach.

24. Mrs Hennelly claimed that Mr Bean, when effectively in the position of landlord through Ideal Investments Limited had waived this covenant in any event. Her evidence on this was a little contradictory and vague. In her statement she claimed this occurred at a previous Tribunal hearing when, having been taken to task over the poor drafting of the leases, he effectively recanted these provisions. However, in evidence she said that this had occurred much earlier. Mr Bean gave evidence and was asked about whether he had waived them, he could not recall.

25. The Tribunal could understand that he might have recanted the provisions, but the evidence was inconclusive on this point and given the Tribunal's view above, there was no need to reach a decision on this factual point. In any event, it appears to the Tribunal that any waiver would only have been suspensory which could be lifted on reasonable notice.

Items in the basement / gym

26. The remaining two allegations of breach in relation to Mrs Hennelly relate to items that it is said she put in the basement area. They are said to have

obstructed access ways and to have jeopardised the insurance premium. As referred to above, the basement area was intended to be a gym for the use of the leaseholders. It had also been used by them to store goods. When the Applicant purchased the reversion they set about clearing the area and claimed possession of it.

27. The Applicant faces the initial hurdle of establishing whose items they were in the basement and who put them there. If it was not Mrs Hennelly then both these allegations fail.

28. A notice went out in July 2016 for the area to be cleared and on both parties' case it was clear by the end of August 2016. However, on an inspection on 1st September 2106, Mrs Elu found further items.

29. It is said that Mrs Hennelly had left: a grey plastic storage unit, a white patio table, a large cardboard box and plastic and canvas bags with folders (which had Mrs Hennelly's name on the labels). Whilst folders with her name on them were most to do with her, the other items were harder to attribute. The bags and folders were found in the meter room.

30. On a further inspection in October 2016 more items were found: an ironing board, paint pots and brushes, a vase and exercise machinery. Mrs Elu said that at that inspection Mrs Hennelly admitted that these items were hers. Mrs Hennelly denied making any such admission.

31. In fact Mrs Hennelly said that she had moved all her items out in August 2016 and into other property of hers in Bromley and provided photographs of their storage in a garage. In relation to the folders, she said these had been in her storage area and they related to the RTM Company papers and she had left them behind with a note on them. She contended that other disgruntled leaseholders had retrieved items from a skip and put them back in the basement. She said she had been out of the country until October 2016 and so she could not have been responsible for the other items.

32. The Tribunal preferred the evidence of Mrs Hennelly. She came across as a truthful witness in this regard. It was clear she had moved items out and provided receipts for a transit van hired at that time. Further, the only items remaining that were left, that in any way related to her, were actually the property of the RTM Company.

33. The Tribunal finds that none of the items relied on where her items and she had not placed them in the basement. The Applicant has not established that they were her items. The Tribunal is also satisfied that she did not place the RTM Company papers in the meter room, but left them in the small storage space room.

34. In any event, the Tribunal did not consider that even if they had been her items, she would have been in breach of the covenant.

35. Firstly, the insurance provisions relied on at paragraph 16 relate to the Maintained Property. That was defined in part as the areas which the responsibility for maintenance fell with the Management Company. On the Applicant's case the basement area was exclusively theirs. It therefore did not fall within the term Maintained Property. Further, in the Tribunal's view the items identified by the Applicant did not pose any real danger (if any at all) so that they may have increased the insurance premium. No evidence was furnished by the Applicant in that regard.

36. Secondly, in closing the Applicant submitted that this basement was in fact more an access way. It was necessary for them to describe the area in this way as otherwise they could not bring themselves within this covenant. The Tribunal does not agree that this was an access way. It was a basement area that had been intended as a gym. The allegation would have failed on that basis. Further, even if it were an access way it was stretching matters to suggest that these items were blocking access. The Applicant contended that any item put on the ground was a blockage. The Tribunal do not agree. The intention is clearly to stop access being blocked. These items did not block access.

Conclusion on First Respondent

37. Accordingly, the Tribunal dismisses the application against the First Respondent in its entirety.

Second and Third Respondents

38. Before dealing with substance of the application against the Fletchers, it is worth pausing to consider that it is somewhat perverse that they found themselves facing an allegation of breach of covenant when the uncontested evidence was that in relation to both allegations, they did everything they could to not only keep the Applicant informed of what they were doing but requested details of what they required for sub-letting and for registering a charge.

39. To compound the matter, the nature of the allegations against them changed as the application progressed. Initially the allegation in relation to sub-letting was based on two instances; in November 2015 and in August 2016. The former was understandably abandoned when a written consent was provided for that letting. In relation to the failure to adhere to paragraph 27.1, that was set out in the application as one being where there was no written notification of the charge and no fee paid. In the course of the hearing it was accepted that written notification had in fact been given and that no fee had ever been demanded. It was then contended that although no fee had ever been demanded, they were still in breach for failure to pay. Finally, for the first time, on the first day of the hearing, it was said that there was a breach arising out of a failure to provide a certified copy of the charge.

Registering a charge

40. Having been conceded at the hearing that the Fletchers had given written notice in time, the remaining breach set out in the application was a failure to pay the reasonable fee prescribed in paragraph 27.1. Mr Fletcher's uncontested evidence was that the RTM Company (of which he was chair at the time) had considered the matter, and had decided not to make a charge.

41. The Applicant contended that put him, as a leaseholder, in breach. The Tribunal does not agree. It would provide an absurd result if a refusal by an RTM Company to make a charge can result in the leaseholder being in breach. It is not possible to pay a sum which not only was never demanded but was never ascertained. The Applicant relied on the minimum sum of £40 as set out in the lease. However, that was a minimum sum, it was not the actual sum to be paid. For that to be paid, the relevant management company had to determine what that was.

42. Presumably realising the difficulty they were in, the Applicant attempted to add another basis for breach, being that no certified copy of the charge had been provided. The Tribunal was not prepared to admit this additional allegation arising as it did on the first day of the hearing. Had it been raised at the outset, the Fletchers could have addressed it in their evidence. There might have been evidence to dispose of this point. A certified copy may have been provided by the lender. No enquiries had been made on this point. Therefore to allow in this allegation would have been grossly prejudicial to the Fletchers.

Unlawful sub-letting

43. A short chronology of the lead up to the sub-letting on 12th August 2016 is as follows. In July 2016, the Fletchers indicated to both the Applicant and the managing agent that they would be sub-letting their flat. The Applicant responded on 13th July 2016, saying that the RTM Company processed approvals and would pass the application to them under the provisions of the Act. An application was then made to the RTM Company through their agents Omnicroft. At that point, Omnicroft decided to draft a licence to sublet and forwarded the same to the Applicant on 27th July 2016. On 1st August 2016, the Applicant sent that back (copying the Fletchers in on the email) stating

> *"Subject to the amendments that we have made to the Licence being incorporated and there being no outstanding service charge payments from the tenants, we raise no objection to the subletting and you need not wait out the 30 days notice period."*

44. Mr Fletcher stated that all the amendments were agreed and incorporated and that there were no outstanding service charges. On that basis he considered he had consent and they let their flat on 12th August 2016. The actual written licence was not signed until later.

45. In the application, the Applicant asserts that there was a breach because the Fletchers did not obtain 'our' prior written consent; the natural construction of that word in the context of the application was that that was a sole reference to the Applicant.

46. That is supported by the reference in the application to a further alleged failure to provide 'us' with a copy of a tenancy agreement (that particular allegation of breach was not pursued). A reference is also made to the RTM Company and it is said that the company 'did not raise any of these alleged breaches with us' and that 'on 1st December 2016, our solicitors wrote to the Tenant' (emphasis added). The letter of 1st December 2016 is from a firm of solicitors acting solely for the Applicant. In that letter it is alleged that 'you have: 1. Failed to obtain our client's written consent prior to subletting your flat … in the first instance, we require from you an admission that you are in breach of the Lease.' (emphasis added). The Fletchers responded to that letter saying 'permission to sublet the flat was obtained in August from the freeholder …'

47. However, at the hearing, Mrs Elu, on behalf of the Applicant asserted that 'our' was not a reference to just the Applicant but also to the RTM Company. Mrs Elu's evidence on this point was far from clear. On the one hand she said 'our' was a reference to either the RTM Company or the Applicant. She contended that because the RTM company had abnegated responsibility for consents to the landlord, it was in fact the Applicant that should have given consent. She then contended that the allegation was simply that no prior written consent had been provided whether by the Applicant or the RTM Company.

48. In closing, the Applicant contended that 'our' was ambiguous, that it was a plural word and properly construed it meant both the RTM Company and Applicant. In any event it was said that no consent had been obtained

from the RTM Company prior to the letting as the licence had not been signed by 12th August 2016, when the letting began, and that was the basis of the breach.

49. The Tribunal considers that the Fletchers are entitled to have the allegations made against them on a s.168 application clearly set out. In the Tribunal's view the reference to 'our' was solely a reference to the Applicant and not the RTM Company. This is abundantly clear not only from the wording of the application itself but also from the solicitors' letter of 1st December. Further, Mrs Elu clearly considered that the RTM Company had, in her words, abnegated responsibility to the Applicant; i.e. that consent was required from them.

50. The Tribunal rejects the submission on behalf of the Applicant that in essence they should have the benefit of ambiguous wording. The Applicant's difficulty is that even if there was no consent from them, that is not a breach. Approvals were transferred to the RTM Company under the Act. The allegation should have been that no prior written consent from the RTM Company was given. This allegation therefore fails to get off the ground.

51. However, even if there was an allegation that the RTM Company had not given consent, the Tribunal is of the view that that would have failed.

52. Firstly, the email of 1st August was a consent from the Applicant. The Tribunal agreed with the Fletchers' submissions that following *Mount Eden Land Ltd v. Prudential* (1997) 74 P & CR 377, CA, where consent was made subject to licence in circumstances were no licence was required, that amount to consent. That was the case here.

53. Secondly, the licence had been proffered by the management company on behalf of the RTM Company. It followed from that that they were giving consent. In that regard, the email of 1st August could be, and was, taken by the Fletchers as written consent from both the RTM Company and the Applicant. The chain of correspondence from the RTM Company to the Applicant, which was in part copied to the Fletchers, in which they were

formulating a licence to sub-let, amounted to repeated instances of written consent to the sub-letting.

Conclusion on Second and Third Respondents

54. The application against the Second and Third Respondents is dismissed.

Fourth Respondent

55. Mr Bean is the individual who owns and controls the Fourth Respondent. He was also the prime individual behind the conversion of Dolphin Court.

Unlawful sub-letting

56. The Applicant's claim in this regard fails for the same reason that it does in relation to the Second and Third Respondents. The particulars of breach given are that the Fourth Respondent failed to get the Applicant's prior written consent. The same arguments were made on the use of the word 'our', but for the same reasons as those set out above, they are rejected.

57. However, had this not been the case, the Tribunal considers that the Fourth Respondent failed to get prior written consent from the RTM Company. The Respondent accepts it has sub-let and that it has done so without written consent. However, it contends that the covenant in question, paragraph 25.2, has been abandoned, waived or that there is an estoppel.

58. Mr Bean, giving evidence on behalf of the Fourth Respondent accepted that for the period since the RTM Company was in place there were no express representations made that it was not necessary to get prior written consent. Instead he relies on the fact that between 2006 and 2015 everyone knew the flats were sub-let and neither the landlord nor, for the material times, the RTM Company ever sought to enforce the covenant. However, it is significant that in 2015, the Fletchers requested and received written consent to sub-let.

59. At its highest, relying on *Hong Kong v. Fairfax* [1997] 1 WLR 149, PC, the Respondent claims that the covenant has been abandoned. In that case a covenant had been knowingly breached for 40 years without complaint. That inactivity was a course of conduct so contradictory to the terms of the covenant, that it was said it was presumed that the covenant had been abandoned. The Tribunal does not consider that the facts in this case establish a sufficient period of time for evidence of abandonment to have been achieved.

60. Alternatively, the Respondent says there has been an implied representation that the covenant will not be enforced. The Tribunal does not consider that silence can amount to an implied representation in this matter and so there would have been no waiver or estoppel.

Disrepair

61. It is alleged that between December 2015 and June 2016 the windows in Flat 7 were in disrepair as was the cooker hood and extractor.

62. The Tribunal were shown photographs of the windows and a note of an inspection at which the tenant complained of the windows and the cooker hood. The Tribunal were also shown a receipt for £1,450 in relation to the cost of works for the windows, cooker hood and other items, dated June 2016.

63. The photographs showed some black staining around the perimeter of the windows. That appeared to be mould. The Applicant accepts that windows, cooker hood and extractor are currently in an acceptable condition.

64. The Tribunal having assessed the evidence, does not think that the windows were in disrepair. They might have needed some cleaning or decoration, but they were not out of repair. This was consistent with the works that were eventually done to the windows to bring them into their current condition. In relation to the cooker hood and extractor, even if

this was disrepair, which the Tribunal did not consider it was, this was so slight as to not properly amount to disrepair.

Conclusion on Fourth Respondent

65. The allegations of breach of covenant against the Fourth Respondent are dismissed.

Conclusion

66. All three applications are dismissed in their entirety.

Judge D Dovar

Appeals

1. 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.

2. 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.

3. 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 time or not to allow the application for permission to appeal to proceed.

4. 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.