FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BB/LSC/2020/0216**
HMCTS code (paper, video, audio)	**:**	**P: PAPERREMOTE**
Property	**:**	**79 Sheringham Avenue, Manor Park, London, E12 5PF**
Applicant	**:**	**Oliver Wingrave**
Representative	**:**	**In person**
Respondent	**:**	**David Cannon Properties Limited**
Representative	**:**	**Warwick Estates Property Management Limited**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal member	**:**	**Judge Robert Latham**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**4 December 2020**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which has not been objected to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because no-one requested the same. The documents that I was referred to are in a bundle of 232 pages, the contents of which I have noted. The order made is described at the end of these reasons.

Decisions of the tribunal

(1) The Tribunal is satisfied that none of the service charge items for 2018, 2019 and 2020 are payable for the reasons specified at [23] to [35] below.

(2) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the tribunal proceedings may be passed to the Applicant through any service charge.

(3) The Tribunal determines that the Respondent shall pay the Applicant £100 within 28 days of this decision, in respect of the reimbursement of the tribunal fees paid by the Applicant.

The application

1. The Applicant tenant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the service charge expenditure for the years 2018, 2019 and 2020. Accounts for 2018 and 2019 had been finalised. However, the 2020 challenge is based on the budgeted expenditure. The lessee also seeks an order for the limitation of the landlord's costs in the proceedings under section 20C of the Landlord and Tenant Act 1985 and an order to reduce or extinguish the tenant's liability to pay an administration charge in respect of litigation costs, under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

2. The application relates to the Ground Floor Flat at 79 Sheringham Avenue, Manor Park, London, E12 5PF ("the Flat"). 79 Sheringham Avenue ("the Building") is a Victorian terraced property. In 1981, it was converted into two flats. The Flat has one bedroom.

3. The Applicant complains that the Respondent is charging some £1,000 per annum for each flat, despite the common parts being restricted to a small hallway. He states that he is not aware that the landlord has ever been to the Building. In 2016, he had extended his lease as a result of which the ground rent had been converted to a peppercorn. He suggests that the landlord seems to have made up for the absence of any ground rent by demanding excessive service charges.

4. The Applicant does not dispute the sums charged by the Respondent for insurance. This is charged separately from the service charge account.

5. David Cannon Properties Limited, the Respondent landlord, has played no part in these proceedings. It has rather been represented by Warwick Estates Property Management Limited ("Warwick EPML") who have acted as managing agents. According to the footer to their emails, Warwick EPML trade under the names of "Warwick Lite", "Warwick Estates" and "Warwick Premier". They are thus not separate legal entities.

6. On 28 August 2020, the Tribunal gave Directions. The purpose of such Directions is to identify the issues in dispute, enable each party to put their case, so the tribunal can determine the matter fairly and justly. The Applicant had indicated that he was content for a paper determination. The Tribunal agreed that this was the proportionate manner in which to deal with the application and stated that the matter would be determined in the week commencing 23 November. Neither party has requested an oral hearing.

7. Pursuant to the Directions:

   (i) On 14 September, Warwick disclosed the budgets and demands for 2018, 2019, and 2020 and the accounts for 2018 and 2019 (at p.41-70). The Respondent had been directed to provide details of any stock condition survey, any risk management data, and the basis of the management and professional fees (including accountancy). The Respondent stated that a PPM report was being obtained in 2020. No details were provided as to the basis of the management and professional fees.

   (ii) On 25 September, the Applicant completed a Schedule of the items which he disputes with a short covering statement. He disputes every item charged for 2018, 2019 and 2020 (at p.71-75). For 2018 and 2019, he refers to the sums specified in the budgets, rather than those in the final accounts. The charges specified in the accounts are the actual amounts that he has been required to pay for these years and are the sums that this tribunal addresses. He states that the sums demanded are not chargeable under the lease and are not reasonable in amount/standard. He does not give particulars of the ground for challenge, explaining that he does not believe that any services have been provided.

   (iii) On 12 October, Warwick Estates filed the Respondent's response to the Schedule. The Schedule which they returned is at p.217-219. This does not include any response from the landlord. Warwick Estates provide three health and safety reports and numerous "Works Orders" issued by them to Warwick EPML. It states that "all relevant invoices" have been provided for 2018 and 2019. The 2020 accounts have yet to be completed. It adds that if no invoice is attached, it will be apparent that the funds have not been spent and there would have been a credit at the end of the year. It states that the PPM (stock condition) has not yet been caried out. However, it attaches "a copy of the quote issued to us by the surveyors". The document (at p.212) which is headed "Project Surveyors fee for PPM", merely refers to the sum of £400. It does not state who

has provided this quote. Warwick Estates attach the clauses of the lease that it considers to be relevant to the application. The documents on which the Respondent relies are at p.76-219.

(iv) The parties were directed to exchange any witness statements of fact upon which they rely by 30 October. The Applicant has provided witness statements from himself (at p.220), Mr Ibraheem Shaikh, his sub-tenant (at p.231) and Dr Uati Selo Ojeme, the lessee of the First Floor Flat (at 232). The Applicant attaches a number of photographs which he took on 25 September 2020. These documents are at p.223-229.

(v) The Respondent has not served any witness statements.

(vi) On 6 November, the Applicant filed a bundle of documents which totals 232 pages. This was copied to the Respondent.

8. On 17 November, a Procedural Judge reviewed the case and set it down for a paper determination. On 25 November, Judge Latham to whom the case had been allocated for determination, invited the parties to assist on three matters:

(i) He noted that he could not see any provision in the lease requiring the lessee to pay either an advance service charge or a contribution towards a reserve fund. In the absence of such a provision, he indicated that his provisional view was that the lessee was not obliged to pay either of these.

(ii) He asked the Respondent to confirm that the Bundle included all the material upon which it sought to rely. He noted that the Schedule did not include any comments from the landlord. Further, the landlord did not seem to have provided any quotation by surveyors for the PPM.

(iii) He asked the Applicant to confirm whether his case in respect of the management fees was that no sum should be payable as no services were provided. Or, was he arguing that the sum demanded should be reduced?

9. The parties were required to respond by 16.00 on 27 November. The Respondent has not replied. The Applicant has made the following response:

(i) He agrees that the lease makes no provision for the payment of an advance service charge or for a reserve fund. He agrees that any sum demanded as an advance service charge is not payable.

(ii) He contends that no management services have been provided and that no service charge should be payable.

The Lease

10. The Applicant occupies the flat pursuant to a lease dated 20 July 1981.The Tribunal notes the following provisions in the lease:

(i) The demised premises include the internal and external walls of the flat. Each tenant is demised half of the rear garden.

(ii) The common parts are limited. There is a small shared hallway and a dustbin area at the front of the property.

(iii) By Clause 3, the tenant covenants to keep the demised premises in repair. The tenant further covenants to decorate the interior of the demised premises (every seven years) and the exterior (every three years).

(iv) By Clause 4(b), the landlord covenants to insure the building. The Applicant does not dispute the insurance costs.

(v) By Clause 3(e), The landlord covenants to maintain, repair, decorate and renew the main structure and the common parts. The main structure includes the roof and foundations of the Building and the installations for the supply of gas, water and electricity.

(vi) The Fourth Schedule specifies the service charge expenditure to which the tenant is required to contribute. This includes the costs of complying with the landlord's covenants in (iv) and (v) above. It extends to (a) "all other reasonable expenses (if any) incurred by the Lessor in and about the maintenance of the building"; and (b) "the reasonable fees and disbursements paid to any managing agents appointed by the Lessor". If the landlord does not employ managing agents, a charge of 10% may be made for administration.

(viii) By Clause 3(m), the tenant covenants "to contribute and on demand pay one half of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto".

(ix) There is no provision in the lease for the preparation of service charge accounts, or for the auditing/certification of the same. Neither is there any provision for an advance service charge or for the landlord to maintain a reserve fund.

The Law

11. Section 18 of the 1985 Act provides:

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent –

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -

(a) "costs" includes overheads, and
(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

12. Section 19 provides:

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -

(a) only to the extent that they are reasonably incurred, and
(b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

13. Section 27A provides:

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to –

(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

The Background

14. The Applicant occupies the flat pursuant to a lease dated 20 July 1981 for a term of 99 years. Neither the Applicant nor the Respondent were parties when the

lease was granted. In conversions of this nature, it is common for the freehold/lessor interest to be held by a company which is controlled by both or one of the lessees. In such circumstances, it is for the lessees to determine the standard of maintenance of the communal hallway and the front garden and what provision should be made for any repairs and decorations. The lessor did not adopt this course. Neither did he impose any obligation on the lessees either to pay an advance service charge or to contribute towards any reserve fund.

15. There is no evidence as to when the Respondent acquired the landlord interest. However, it should have been aware of the terms of the contract that it was acquiring. Neither is there any evidence as to when the Respondent appointed Warwick EPML to manage the property. This seems to have been prior to December 2016 (see Works Order at p.192).

16. In August 2015, the Applicant acquired the leasehold interest in the Flat. He purchased as a Buy-to-Let landlord. On 16 September 2016, the lease was extended by the statutory period of 90 year at a premium of £22,500. The ground rent, then £60 pa, was replaced by a peppercorn rent. The Applicant suggests that the landlord has sought to increase the service charges to compensate for the loss of this ground rent.

17. Mr Shaikh has occupied the Flat as a sub-tenant since 2005. He states that the Respondent has not carried out any works to the Building whilst he has been tenant. In particular, no work has been carried out to the hallway. Mr Shaikh refers to a visit "around 2017" when a company came to measure up the inside and exterior of the Building. No explanation was given for the visit. It is likely that this was related to the lease extension.

18. Mr Shaikh states that neither the hallway nor the exterior of the Building have been touched for many years. There is paint peeling in the hallway. The windows are rotten. The electricity meter is old. The front door and hallway carpet have not been changed. On 25 September 2020, Mr Wingrave took a number of photographs (at p.223-229). These confirm the neglected state of the common parts.

19. Dr Ojeme is the leaseholder of the First Floor Flat. She also lets out her flat. She also states that neither the Respondent nor their representative has attended the property. They have failed to maintain the common parts. She complains that the service charges have been excessive. This has been going on for a number of years. Both she and her letting agent have complained on a number of occasions.

20. The Respondent has only produced two invoices in respect of any works to the Building: (i) an invoice, dated 31 October 2017 (at p.192), which is outside the service charge years which this Tribunal is required to consider; and (ii) an invoice, dated 30 July 2018 (at p.105), charged by Warwick Estates in respect of abortive electrical works (see [33] below).

21. The Respondent has produced a number a number of Works Orders issued by "Warwick Estates" to "Warwick Estate Property Management Limited". All relate to 79 Sheringham Avenue. They state that they are being placed on behalf of David Cannon Properties Limited. No price is specified and no invoices have been provided:

(i) Date of Appointment: 11 December 2016 (at p.213); Order Number: 166548; Appointed by: "superadmin"; Priority: Same Day; Work Description: Health and Safety Fees 2017.

(ii) Date of Appointment: 18 December 2017 (at p.200); Order Number: 315327_3; Appointed by: Anna Marinova; Contract Period: 01/01/18 to 31/12/18; Work Description: Management Fees January 2018;

(iii) Date of Appointment: 18 December 2017 (at p.202); Order Number: 315327_1; Appointed by: "superadmin"; Contract Period: 01/01/18 to 31/12/18; Work Description: Management Fees January 2018;

(iv) Date of Appointment: 27 March 2018 (at p.198); Order Number: 315327_2; Appointed by: "superadmin"; Contract Period: 01/01/18 to 31/12/18; Work Description: Management Fees January 2018;

(v) Date of Appointment: 19 July 2018 (at p.196); Order Number: 315327_4; Appointed by: Lauren Bode; Contract Period: 01/01/18 to 31/12/18; Work Description: Management Fees 2018;

(vi) Date of Appointment: 2 January 2019 (at p.215); Order Number: 545086; Appointed by: "superadmin"; Priority: Same Day; Work Description: Health and Safety Fees 2019.

(vii) Date of Appointment: 2 January 2019 (at p.210); Order Number: 545077_2; Appointed by: Amber Shine; Contract Period: 01/01/19 to 31/12/19; Work Description: Management Fees January 2019;

(viii) Date of Appointment: 2 January 2019 (at p.208); Order Number: 545077_1; Appointed by: "superadmin"; Contract Period: 01/01/19 to 31/12/19; Work Description: Management Fees January 2019;

(ix) Date of Appointment: 15 March 2019 (at p.206); Order Number: 545077_3; Appointed by: Amber Shine; Contract Period: 01/01/19 to 31/12/19; Work Description: Management Fees 2019;

(x) Date of Appointment: 18 June 2019 (at p.204); Order Number: 545077_4; Appointed by: Amber Shine; Contract Period: 01/01/19 to 31/12/19; Work Description: Management Fees 2019;

22. The Respondent has also produced three Fire, Health and Risk Assessment Audits. All of these have been produced by Warwick EPML:

(i) Conducted on 5 January 2018 by T J Tyrie (at p.79-105). The next report is due on 4 December 2019. Mr Tyrie had no keys so the inspection was external only. There is a disclaimer at the end, namely that the report is issued confidentially to the client and the managing agent and that no responsibility is accepted to any other party. It was noted that the front area needed to be de-weeded and that dumped items needed to be removed. There is no assessment of the fire risks or the means of escape.

(ii) Conducted on 17 January 2019 by T J Tyrie (at p.106-148). The next report is due on 16 January 2020. Mr Tyrie had keys to the front door, but did not gain access to the flats. He took a number of photos of the hallway which showed it to be in a neglected condition. Again, there is a disclaimer at the end, namely that the report is issued confidentially to the client and the managing agent. The report recommends that a letter be sent to the lessees setting out the fire precautions which they should install. There is no evidence that any such letter was sent. It was noted that the front garden was overgrown with weeds and grass and that a contractor should be instructed. There is no evidence that any such work was executed. A further nine actions are dated 22 April 2019. There is no evidence that these works were executed.

(iii) Conducted on 14 January 2020 by Ross Colgate (at p.149-191). The next report is due on 14 January 2021. Mr Colgate had keys to the front door, but did not gain access to the flats. Mr Colgate (at p.150) referred to the nine actions identified by Mr Tyrie; they were apparently still outstanding. He identified an additional four actions. There is no evidence that any of these works have been executed. Again, there is a disclaimer at the end, namely that the report is issued confidentially to the client and the managing agent.

The Tribunal's Determination

23. The Tribunal has had regard to the decision of the Upper Tribunal decision in *Enterprise Homes Developments LLP v Adam* [2020] UKUT 151 (LC). The Tribunal is satisfied that the Respondent has had an adequate opportunity to put forward its case and that it is appropriate to determine this case on the papers.

24. The Applicant disputes the following service charges in the Annual Budgets for 2018, 2019 and 2020:

	Item	2018	2019	2020
i	Accountancy Fees	£250	£260	£270

ii	Accounts Certification	85		
iii	Electrical Testing	500		
iv	General Minor Repairs	200	300	500
v	Management Fees (+ VAT):	309	318	360
vi	Risk Management	210	220	227
vii	Miscellaneous Costs	26.79	31.60	33.60
xiii	Reserve Fund		200	200
ix	Professional Fees			400
	Total:	1,580.79	1,329.90	1,990.60

25. The Applicant has wrongly included the sums in the Annual Budget rather than the sums in the Service Charge Accounts which are now available for 2018 and 2019. The substance of his complaint is the sums actually expended, rather than the estimate of the same. In each of these years, the actual expenditure was less than budgeted. On 3 June 2019, the Respondent credited £188 to the Applicant's account (see p.70) and on 1 June 2020, a further sum of £193.50. The Tribunal therefore considers the payability and reasonableness of the actual expenditure for these years.

	Item	2018		2019	
		Budget	Actual	Budget	Actual
i	Accountancy Fees	£250	£250	£260	260
ii	Accounts Certification	85	-		
ii	Electrical Testing	500	120		
iv	General Minor Repairs	200	331	300	300
v	Management Fees	309	309	318	318
vi	Risk Management	210	180	220	220
vii	Miscellaneous Costs	26.79	17	31.60	32
xiii	Reserve Fund			200	
ix	Professional Fees				
	Total:	1,581	1,207	1,330	945

26. The first issue for the Tribunal to determine, is whether the service charge is payable pursuant to the terms of the lease (see *Gilje v Charlgrove Securities Ltd* [2001] EWCA Civ 1777; [2002] L&TR 537). The lease makes no provision for either an advance service charge or for a reserve fund. In the absence of such provision, the Tribunal is satisfied that these sums are not payable. The tenant covenants "to contribute and on demand pay one half of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto". This can only be construed as a covenant to reimburse the landlord for sums actually expended. Paragraph 4 of the Fourth Schedule makes express reference to contributing to "expenses <u>incurred</u>" and paragraph 4 "reasonable fees and expenses <u>paid</u>".

27. The consequences of these findings are:

(i) None of the advance service charges demanded on 22 December 2017 (at p.44), 9 January 2019 (at p.50), or 20 January 2020 were payable.

(ii) The service charge accounts for 2018 and 2019 are now available. The Tribunal will therefore consider the payability/reasonableness of the sums specified in these accounts.

(iii) No service charge will be payable for the year 2020 until the landlord has accounted for the sums actually expended.

(iv) The Tribunal notes that in the Statement of Account at p.70, the Respondent has demanded administration charges for "late payment". The Respondent will need to review these charges in the light of these findings. These are not subject to the current application.

(v) The Respondent cannot demand payment of a contribution to a reserve fund. It is always open to the parties to agree to set up such a fund.

28. It is for the party disputing the reasonableness of sums claimed to establish a prima facie case (see *Yorkbrook v Batten* (1986) 18 HLR 25). There is no presumption for or against a finding of reasonableness of standard or costs.

29. The Tribunal accepts the evidence of the Applicant, Mr Shaikh and Mr Ojeme that no services have been provided in the relevant years. The Tribunal therefore disallows all the sums claimed for 2018 and 2019. The Respondent has produced no evidence to contradict this.

30. The Tribunal first considers the claim for management fees. The Tribunal would have allowed such a fee had any services been provided. However, the Respondent has failed to adduce any evidence as to what services have been provided. The Respondent has not disclosed any management agreement. The Respondent was directed to provide details of the basis of the management fees. This has not been provided. The Tribunal is not impressed by the "Works Orders" whereby "Warwick Estates" appoints "Warwick Estate Property Management Limited" (see [21] above). Warwick Estates is no more than a trading name for Warwick Estates PML (see [5] above). It cannot appoint itself. In 2018, it seems to have appointed itself on four separate occasions (see sub-paragraphs (ii), (iii), (iv) and (v)). These works orders seem to be no more than a superfluous paper trail. There is no evidence that David Cannon Properties Limited, the Respondent, appointed Warwick EPML or as to the terms of such an appointment.

31. Upon being appointed, the Tribunal would have expected the managing agents to have inspected the Building and prepared a Planned Maintenance Programme. This would have addressed any health and safety risks. It would also have addressed what works were required to maintain the limited common parts, namely the hallway and front garden. It would also have considered when internal and external decorations would be executed. This should have been shared with the lessees who are responsible for the external decorations to the exterior of their flats. The managing agent would also have satisfied itself as to the terms of the two leases. There is no evidence that any of this occurred.

32. Risk Management fees of £180 are claimed in 2018 and £220 in 2019. A further £227 is included in the budget for 2020. The Tribunal finds that these service charges are not reasonable for the following reasons:

(i) The Tribunal accepts the Applicant's argument that annual assessments are not required for a Building of this nature. The reports are detailed, but much is generic. Many of the risks are assessed as low or the answer "N/A" is given. These seem to be no more than a paper exercise by Warwick Estates to justify an additional payment.

(ii) The Tribunal has considered these reports at [22] above. On 5 January 2018, Mr Tyrie had no keys, so the visit was largely abortive. Although a number of "actions" were identified in January 2019, there is no evidence that any works were executed. These works were still outstanding in January 2020. For example, in January 2019, it was stated that the need to box in the electrical meters and fuse boxes was "a high priority action". It was still outstanding in January 2020. The Applicant took a number of photographs on 25 September 2020. The work was still outstanding (see p.228). Signage was recommended. The lessees would have noticed these had they been actioned. It was recommended that residents and lessees be reminded that the hallway should not be obstructed. There is no evidence that any letter was written.

(iii) Any proper risk assessment should have involved the two lessees so that the means of escape in respect of the whole Building could be assessed. A critical issue would have been whether the flats had fire resistant doors. The Respondent did not share these reports with the lessees. There is a disclaimer at the end of each of the reports, namely that the reports are issued confidentially to the client and the managing agent and that no responsibility is accepted to any other party. It is therefore impossible for the Respondent to contend that these reports were obtained for the benefit of the tenants.

33. In 2018, the Respondent budgeted for an electrical test at an estimated cost of £500. On 30 July 2018 (at p.105) Warwick Estates invoiced Warwick Estates Property Management Ltd £120 for a five-year electrical test. The bill was reduced because it was unable to carry out a test as there is no communal supply. Any competent managing agent should have been aware of this. This charge is manifestly unreasonable.

34. The Respondent also claims sums for "general minor repairs" and miscellaneous costs", £331 and £17 in 2018 and £300 and £32 in 2019. No invoices have been provided. The Respondent has not given any indication what works were executed. The actual expenditure of £300 in 2019 was the same as the estimate. This seems surprising. The Applicant, Mr Shaikh and Mr Ojeme all assert that no works were executed. The Respondent has adduced no evidence to contradict this. We accept the Applicant's evidence and disallow these claims.

35. The Respondent claims accountancy fees of £250 (2018) and £260 (2019). The Tribunal can see no justification for these fees. All that the lease required was

for the landlord to quantify the sums that it had expended in 2018 and 2019. If no sums were expended, there was nothing to quantify. Even if service charge expenditure had been incurred, this would fall within the scope of a management agreement given the terms of the lease and the nature of the services required for this Building. In the absence of any management agreement, the lease permits the landlord to charge an administration fee of 10%.

Application under s.20C and refund of fees

36. In the application form, the Applicant applied for an order under section 20C of the 1985 Act. Having regard to the determinations above, the Tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act, so that the Respondent may not pass any of its costs incurred in connection with the proceedings before the tribunal through the service charge. The Tribunal further orders the Respondent to refund the tribunal fees of £100 paid by the Applicant within 28 days of the date of this decision.

37. The Applicant also seeks an order under Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. However, as this application has been brought by the lessee, such an application is not appropriate, as no administration charge could arise.

Judge Robert Latham
4 December 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).