FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) &
IN THE COUNTY COURT at WALSALL
sitting at Centre City Tower, 5 – 7 Hill Street, Birmingham B5 4UU

Tribunal References	**:**	**BIR/00CS/LIS/2021/0013 & BIR/00CS/LIS/2021/0006**
Court claim numbers	**:**	**G71YX022 & G74YX415**
HMCTS	**:**	**V: CLOUD VIDEO PLATFORM (CVP)**
Properties	**:**	**31A Lower High Street, Wednesbury WS10 7AQ & 31B Lower High Street, Wednesbury WS10 7AQ**
Applicant/ Claimant	**:**	**Mr S D Samrai**
Representative	**:**	**Counsel – Mr J Wragg, instructed by PDC Law**
First Respondent/ First Defendant	**:**	**Mr A J Davies**
Second Respondent/ Second Defendant	**:**	**Mr J M Stringer**
Tribunal Members	**:**	**Judge Gandham Mr V Chadha MRICS MCI Arb FCIH MBA**
In the County Court	**:**	**Judge Gandham (sitting as a Judge of the County Court [District Judge])**
Date of Decision	**:**	**6 October 2021**

DECISION

Those parts of this decision that relate to County Court matters will take effect from the 'Hand Down Date' which will be the date this decision is sent to you.

Covid-19 Pandemic: Remote Video Hearing

This determination included a remote video hearing which had been consented to by the parties. The form of remote hearing was Video (V: CVP). A face-to-face hearing was not held because it was not practicable, no-one requested the same and all issues could be determined in a remote hearing/on paper. The documents referred to were contained within the parties' bundles, the contents of which are noted.

Pursuant to Rule 33(2A) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, and to enable this case to be heard remotely during the Covid-19 pandemic in accordance with the Pilot Practice Direction: Contingency Arrangements in the First-tier Tribunal and the Upper Tribunal, the Tribunal directed that the hearing be held in private. The Tribunal had directed that the proceedings were to be conducted wholly as video proceedings; it was not reasonably practicable for such a hearing, or such part, to be accessed in a court or tribunal venue by persons who were not parties entitled to participate in the hearing; a media representative is not able to access the proceedings remotely while they are taking place; and such a direction was necessary to secure the proper administration of justice.

Summary of the decisions made by the Tribunal

1. In respect of the property known as 31A Lower High Street, Wednesbury, the following sums are payable by Mr Andrew John Davies to Mr Sarwan Dass Samrai upon the completion of the sale of the property to Mr Sarwan Dass Samrai or by 5 April 2022 (whichever is the earlier):

    (i) Service charges: £906.21; and

    (ii) Administration charges: £520.00

2. In respect of the property known as 31B Lower High Street, Wednesbury, the following sums are payable by Mr James Marshall Stringer to Mr Sarwan Dass Samrai upon the completion of the sale of the property to Mr Sarwan Dass Samrai or by 5 April 2022 (whichever is the earlier):

    (i) Service charges: £511.26; and

    (ii) Administration charges: £520.00

Summary of the decisions made by the Court

3. In respect of the property known as 31A Lower High Street, Wednesbury, the following sums are payable by Mr Andrew John Davies to Mr Sarwan Dass Samrai upon the completion of the sale of the property to Mr Sarwan Dass Samrai or by 5 April 2022 (whichever is the earlier):

(i) Ground rent: £100.00; and

(ii) Costs of £2,091.80 inclusive of VAT, counsel's fees and court fees

4. In respect of the property known as 31B Lower High Street, Wednesbury, the following sums are payable by Mr James Marshall Stringer to Mr Sarwan Dass Samrai upon the completion of the sale of the property to Mr Sarwan Dass Samrai or by 5 April 2022 (whichever is the earlier):

(i) Ground rent: £100.00; and

(ii) Costs of £2,091.80 inclusive of VAT, counsel's fees and court fees

Introduction

5. Mr Sarwan Dass Samrai ('the Applicant') is the freehold owner of the land and buildings known as 31 Lower High Street, Wednesbury, Ws10 7AQ ('the Development'), in which both 31A and 31B Lower High Street, Wednesbury, WS10 7AQ ('the Properties') are located. Pennycuick Collins are the managing agent of the Properties.

6. Mr Andrew John Davies ('the First Respondent') is the lessee of 31A Lower High Street, under a lease dated 9th March 2006 and made between (1) the Applicant and Shindo Kaur Samrai and (2) the First Respondent, for a term of 125 years from and including 29th September 2005.

7. Mr James Marshall Stringer ('the Second Respondent') is the lessee of 31B Lower High Street, under a lease dated 16th February 2006 and made between (1) the Applicant and Shindo Kaur Samrai and (2) the Second Respondent, for a term of 125 years from and including 29th September 2005.

8. The leases to each of the Properties ('the Leases') require the lessor to provide services and for the lessee to contribute towards their costs by way a variable service charge.

9. In June 2020, the Applicant issued proceedings in the County Court Money Claims Centre against the First Respondent, under claim number G71YX022, and against the Second Respondent, under claim number G74YX415.

The claim against the First Respondent comprised of the following:

(i) service charges amounting to £3,099.31;
(ii) a demand for ground rent arrears, in the sum of £100.00; and
(iii) administration fees of £520.00 and the costs of the action.

The claim against the Second Respondent comprised of the following:

(i) service charges amounting to £2,704.36;

(ii) a demand for ground rent arrears, in the sum of £100.00; and
(iii) administration fees of £520.00 and the costs of the action.

The First Respondent and the Second Respondent ('the Respondents') each filed a Defence disputing the full amount shown on their respective claim forms.

10. On 16 December 2020, District Judge Thomas ordered that both sets of proceedings be transferred to this Tribunal. The orders transferring issues to the tribunal were in very wide terms, simply stating that the claims were to be dealt with by the tribunal.

11. All First-tier Tribunal ("FTT") judges are now judges of the County Court. Accordingly, where FTT judges sit in the capacity as judges of the County Court, they have jurisdiction to determine issues relating to ground rent, interest or costs, that would normally not be dealt with by the tribunal.

12. The Tribunal confirmed to the parties that the two cases would be consolidated and heard together and that all the issues in the proceedings would be decided by a combination of the FTT and the Tribunal Judge member of the FTT sitting as a Judge of the County Court. Accordingly, Judge Gandham presided over both parts of the hearing, which has resolved all matters before both the tribunal and the court.

13. This decision will act as both the reasons for the Tribunal decision and the reasoned judgment of the County Court.

The Leases

14. The Leases are in similar terms and contain provisions relating to the lessees' obligations towards payment of the rent and maintenance of the Development. Under clause 2 of the Leases, the lessees covenant with the lessor to observe and perform the covenants on the part of the lessees as set out in the Second Schedule to the Leases.

15. Under paragraph 1 of the Second Schedule to the Leases, the lessees covenant:

> *"To pay the rent and the Service Charge at the times and in the manner stipulated without any deduction…"*

And under paragraph 12 (a) of the Second Schedule, the lessees covenant:

> *"To pay all expenses including solicitors' costs and surveyors' fees incurred by the Landlord of and incidental to the preparation and service of any notices under sections 146 and 147 of the Law of Property Act 1925 (or any notice under this Lease) notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the court."*

16. Paragraph 6 of Part I of the Third Schedule to the Leases provides:

> "*The Tenant shall if required by the Landlord on each of the usual quarter days being the 25th March, 24th June, 29th September and the 25th December in each year (or at such other intervals as the Landlord may from time to time stipulate) pay to the Landlord such sum in advance and on account of the Service Charge as the Landlord or the Landlord's Surveyor shall specify to be a fair and reasonable interim payment.*"

17. The services provided by the lessor are detailed in Part II of the Third Schedule to the Leases and these include, under paragraph 19:

> "*The administration of the Development and all parts thereof and the supervision of all requisite works thereto in accordance with the principles of good estate management and the general maintenance and upkeep of the Development including the reasonable fees of the Landlord's managing agents and the Landlord's surveyor (if any) for managing the Development and collecting all monies due…*"

The Hearing

18. An oral hearing was held via CVP on 29 July 2021. The Applicant did not attend but was represented by Mr Wragg (Counsel) and Ms Cannon-Leach (a Director of Pennycuick Collins, the Applicant's managing agent). The Respondents gave evidence on their own behalf.

19. Although the Respondents had referred to an issue regarding the installation of an extractor fan at the building in their statement, Judge Gandham confirmed that this was not a matter which fell within the remit of the application before either the court or the tribunal.

The Issues & Decisions (Tribunal proceedings)

Service and Administration charges

Written Submissions

20. The Applicant confirmed, in his statement, that he had responsibility for administering and providing services to the Properties in accordance with the terms of the Leases. The Applicant stated that he had instructed a professional managing agent to manage the estate on his behalf and that they had produced a budget and, thereafter, issued demands for the service charge and the ground rent to the Respondents.

21. The Applicant stated that the Respondents had failed to pay the demands, despite reminder letters having been sent to them on 10 December 2019, 20 January 2020 and 14 February 2020.

22. Following the finalisation of the accounts in April 2021 (for the year ended 29 September 2020) there was a credit of £2,193.10 due to each of the Respondents. The Applicant recalculated the sums owed from the Respondents, following the credits, and in his statement he confirmed that the outstanding sums due from them were as follows:

- From the First Respondent a sum of £2,356.26, comprising:

  Ground Rent - £100.00
  Service Charge - £611.26
  Administration fees (including a debt collection fee) - £520.00
  Legal Costs - £840.00
  Fixed Court fee - £205.00
  Fixed representative fee - £80.00

- From the Second Respondent a sum of £2,651.21, comprising:

  Ground Rent - £100.00
  Service Charge - £906.21
  Administration fees (including a debt collection fee) - £520.00
  Legal Costs - £840.00
  Fixed Court fee - £205.00
  Fixed representative fee - £80.00

23. Ms Cannon-Leach had provided a witness statement in support of the Applicant's statement. She confirmed that the management agreement made between the Applicant and Pennycuick Collins was for a term of 364 days, thus, did not meet the criteria whereby consultation would be required under section 20 of the Landlord and Tenant Act 1985 ('the Act'). She stated that Pennycuick Collins had, in any event, made a credit for their fee in the 2020 end of year accounts.

24. She also confirmed that, although the agents had received payments in the sum of £100.00 from the Respondents, as the Respondents had not specified that these sums were for payment of the ground rent, the Applicant had been entitled to allocate the payment towards the service charge arrears.

25. The accounts for the year ended 29 September 2020 had been provided within the Applicant's bundle and these confirmed that no charge had been made in that year for either management or accountancy fees, resulting in a credit of service charge of £2,193.10 to each of the Respondents.

26. The Respondents, in their statement, acknowledged that there had been a breakdown in communications between them and the Applicant and they also accepted that the relevant clauses in the Leases required them to pay the service charge.

27. The Respondents stated that they had previously taken action against the Applicant, in January 2015, regarding the appointment of the managing agent and that the County Court had agreed that the appointment of the agents constituted a qualifying long term agreement (QLTA). As such, the Respondents submitted that, until consultation had taken place between them and the Applicant, any fees charged by the managing agent should be limited to £100.00 per annum, in accordance with section 20 of the Act.

28. The Respondents accepted that they were liable to pay the ground rent, however, stated that the Second Respondent had made attempts to make payment but that these had been credited by Pennycuick Collins to the service charge account. The Second Respondent also stated that one cheque for ground rent had been returned to him uncashed.

29. The Respondents, in their statement, noted that the amounts outstanding from each of them had been recalculated by the Applicant and considered that this showed "*good faith*" by the Applicant. They also stated that they would accept these recalculated figures, subject to them still requiring consultation to take place in respect of the managing agent's agreement.

30. The Respondents proposed to pay the recalculated sums from the proceeds of the future sales of the Properties and, in their statement, requested that the Tribunal and Applicant consider postponing the application to allow for the sales to be arranged.

31. Following receipt of the statements of case, the Tribunal received an email, on 25 July 2021, from PDC Law (the Applicant's Representative). PDC Law confirmed that, whilst the conveyancing process for the sale of the Properties had begun, there was no guarantee that the sales would complete and that, in any event, completion would not take place prior to the date of the hearing.

32. On 28 July 2021, the day prior to the hearing, the Tribunal received an email from the Second Respondent stating that the Respondents had not been able to obtain a copy of the previous decision of the County Court in respect of the QLTA, but confirmed that the Respondents had already accepted the recalculated figures, as set out in the Applicant's Statement, and had committed to pay those amounts.

Submissions at the hearing

33. At the hearing, Mr Wragg confirmed that, as the Respondents had accepted the Applicant's offer to purchase the Properties and taking into account the Second Respondent's email of the previous day – confirming that the Respondents were willing to accept the recalculated figures – the Applicant was willing to accept payment of the outstanding sums from each of the Respondents upon completion of the sales of the Properties or within six months of the date of the Tribunal's decision, whichever was the earlier. This proposition was accepted by the Respondents.

Following the hearing

34. The Tribunal noted that the figures detailed in the Applicant's statement appeared to be at odds with those claimed in the court documents and, in accordance with a Directions Order following the hearing, the Applicant provided a further statement on 9 September 2021, detailing revised sums claimed from each of the Respondents. Following the credits of £2,193.10, this statement detailed the sums owing as follows:

    - From the First Respondent a sum of £2,651.21, comprising:

      Ground Rent - £100.00
      Service Charge - £906.21
      Administration fees (including a debt collection fee) - £520.00
      Legal Costs - £840.00
      Fixed Court fee - £205.00
      Fixed representative fee - £80.00

    - From the Second Respondent a sum of £2,256.26, comprising:

      Ground Rent - £100.00
      Service Charge - £511.26
      Administration fees (including a debt collection fee) - £520.00
      Legal Costs - £840.00
      Fixed Court fee - £205.00
      Fixed representative fee - £80.00

35. The Respondents, in a statement dated 16 September 2021, confirmed that these revised sums were agreed and they accepted that these sums were due from them to the Applicant.

The Tribunal's Deliberations and Determinations

36. The Tribunal considered all the written and oral evidence submitted and briefly summarised above.

37. The Tribunal noted that the Respondents had agreed that they were liable to pay the service charge to the Applicant under the terms of the Leases and had also agreed to pay the balances (which included the administration fees) detailed in the Applicant's statement of 9 September 2021. The parties also agreed, at the hearing, the date upon which such amounts were to be paid.

38. As no monies had been charged by the managing agent, and there being no evidence before the Tribunal as to the unreasonableness of any of the other figures, the Tribunal finds that the administration fees and recalculated sums for the service charge are reasonable.

39. Copies of the management agency agreements dated 1 January 2019, 1 January 2020 and 1 January 2021 had been provided within the

Applicant's bundle. Although the Tribunal was no longer required to consider whether these agreements constituted QLTAs, for the benefit of the parties, the Tribunal noted that the term of each agreement was 364 days and that, under the Act, in order for an agreement to be defined as a QLTA, it must be for a term of more than 12 months.

The Issues & Decisions (Court proceedings)

Ground rent

40. Judge Gandham noted that the Respondents did not dispute that they were liable for payment of the ground rent under the Leases and that they had accepted the revised figures in the Applicant's further statement, which included an outstanding payment of £100.00 from each of the Respondents for the ground rent for the year commencing 29 September 2019. Accordingly, Judge Gandham found that the rent for the year commencing 29 September 2019 had been properly demanded and was payable by each of the Respondents.

The Claims for Costs

41. Mr Wragg, stated that the Respondents were responsible for the Applicant's costs under the terms of their respective leases and that the letters dated 20 January 2020, sent to each of the Respondents, referenced, and were clearly incidental to, the service of a notice under section 146 of the Act.

42. He stated that despite a credit having been made on the 2019 accounts in relation to any managing agent's fees, thus resolving the dispute in this regard, such sums had been demanded on account and the Respondents had, therefore, still been liable for payment of the same.

43. In addition, he submitted that the Respondents' main argument in relation to the reasonableness of the service charge was whether the managing agent's agreements constituted QLTAs under the Act, a point on which he stated they were wrong in law. He stated that the agreements were each for a term of 364 days, so did not exceed 12 months as required under the Act, and that costs had been incurred by the Applicant due to this misunderstanding of the law by the Respondents. He submitted that, although the matters regarding the amount of the service charge had been resolved, the Respondents had still raised the question of whether the agreements were QLTAs in both their written statement and at the hearing and, as such, matters could not be settled prior to the hearing.

44. Finally, Mr Wragg confirmed that, despite PDC Law having provided three sets of statements of costs – one being a consolidated statement and the others being individual statements for each of the Respondents, none of the work or costs carried out by the Applicant's representatives had been duplicated.

45. At the hearing, the Respondents stated that the dispute had been resolved and, although they still believed that the managing agent's agreement was a QLTA, they had already accepted the recalculated figures put forward by the Applicant. They stated that they had forwarded a number of emails to try and settle the matter prior to the hearing and that they had even written to the Tribunal and the Applicant to stay the proceedings as they had accepted offers from the Applicant to purchase both Properties.

46. The Respondents also submitted that the costs were quite high considering that all matters in respect of both applications related to the same issues and that some of the work may, consequently, have been duplicated.

Costs of the Tribunal proceedings

47. In considering the assessment of costs, the Tribunal had regard to the decision of Martin Rodger, Deputy Chamber President, sitting as a judge of the County Court, in *John Romans Park Homes Limited v Hancock* [2019] (unreported) ('*John Romans Park Homes*').

> *"…there is a bright line between the cost of proceedings in tribunals and the costs of proceedings in the county court, the one governed by section 29 of the 2007 Act, the other by section 51 of the 1981 Act. Once it is concluded that the costs incurred in the tribunals were costs within section 29 they are prevented from being recoverable under section 51 because the discretion under section 51 is subject to the provisions of any other enactment. That is simply a matter of construction of the two statutes and, in my judgment, it is determinative of the issue in this appeal. [Para 63]"*

48. The costs regime for tribunal proceedings under the Tribunal Rules is quite different to the costs relating to County Court matters. It is normally (subject to Rule 13) a 'no costs jurisdiction'.

49. The Tribunal did not consider that an order for costs under Rule 13 was appropriate in this matter, the issues before the Tribunal being largely settled at the outset of the hearing, and awards no costs in relation to the proceedings before the Tribunal.

Costs of the Court Proceedings

50. As previously stated, Judge Gandham noted the decision in *John Romans Park Homes* and that under the County Court proceedings a claimant is only entitled to the costs relating to the County Court matters, which are governed by the CPR.

51. The first issue for the County Court is whether to award some or all of the costs. The second issue is then the qualification of such costs as are awarded.

52. In terms of the award of the costs, Judge Gandham made an order under section 51 Senior Courts Act 1981. She applied the presumption found in CPR 44.2 of the Civil Procedure Rules, namely that the general rule is that the unsuccessful party will be ordered to pay the costs of the successful party. She concluded that the Applicant was the successful party, applying the test found in *Barnes v Time Talk (UK) Ltd* [2003] EWCA Civ 402

> *"In deciding who is the successful party the most important thing is to identify the party who is to pay money to the other. That is the surest indication of success and failure. [Para 28]"*

53. Judge Gandham recognised that this is a rebuttable presumption and that, in cases which have a contractual right to costs, an important factor is also the contractual provision. She took into account the decision in *Church Commissioners v Ibrahim* [1997] EGLR 13 but recognised that an order to pay costs is discretionary and that the Court retains that discretion (see *Forcelux v Martyn Ewan Binnie* [2009] EWCA Civ 1077). Judge Gandham concluded that the provision for contractual costs carries considerable weight but does not displace the Court's overall discretion.

54. In this matter, the original claim against each of the Respondents had been for outstanding service charge payments and ground rent, as well as administration and legal costs. The Respondents' Defences to the court claim referred to whether the agreement with the managing agent was a QLTA and, accordingly, whether the sums payable in the service charge to the managing agent should be limited. The Respondents raised no other issues in relation to the service charge.

55. Upon receipt of the Applicant's statement of case, the Respondents, in their statement of 4 May 2021, accepted liability to pay the recalculated figures, however, made such agreement subject to a statement that "*consultation*" should still take place "*in respect of the qualifying long-term agreement*". In addition, despite acknowledging that they were responsible to pay the other sums detailed in the service charge, they failed to make any payments towards them. Accordingly, Judge Gandham considered that it was reasonable for the Applicant, at this point, to have continued with the proceedings.

56. However, once the Respondents had accepted the Applicant's offers to purchase the Properties, at the end of June 2021, and with the management fees no longer being a pertinent issue, following the finalisation of the 2020 accounts, Judge Gandham considered that the parties could have settled the matter prior to the hearing, or at least stayed the matter pending completion of the sales.

57. Judge Gandham noted that the Respondents had already agreed to pay the Applicant's costs of issuing the court claims against them, amounting to £1,125.00 each (£840.00 for legal costs, fixed court fees of £205.00 and a fixed representative's fees of £80.00). She also noted that the majority of the legal work leading up to the hearing would have been completed

prior to the acceptance of the offers to purchase the Properties – the Applicant's statement and witness statement having been produced well before this date. As such, having weighed up all of the evidence, she decided that the appropriate order in respect of the remaining costs and fees was that the Respondents should pay 80% of the same.

58. Although the Applicant had provided three statements of costs, which they stated included a consolidated statement and an individual statement for each of the Respondents, the Tribunal noted that only the Second Respondent had been provided with an individual statement as both of the other statements stated that they related to both Respondents. As such, when assessing costs Judge Gandham referred to the consolidated statement as both cases dealt with the same issues. The consolidated statement detailed that the Applicant's total claim for costs amounted to a sum of £6,360.20 of which, as previously stated, £2,250.00 had already been admitted by the Respondents.

59. Judge Gandham decided that the costs were to be assessed on the standard basis applying the principles of proportionality prescribed in Part 44 rule 4 and also the principles governing the assessment of costs in contractual entitlement cases set out in Part 44 rule 5 and made the following observations.

60. Judge Gandham noted that the vast majority of the work was carried out by a grade D fee earner at £135.00 per hour, with a grade C fee earner (at £220.00 per hour) having only spent a very limited time (12 minutes) assisting with the statement of costs. Having identified the relevant matters that applied to this case under CPR 44.4 (3), Judge Gandham was satisfied that these were reasonable rates.

61. In respect of the items detailed in the statement of costs, Judge Gandham did not consider an amount of 2.6 hours spent for the preparation of the hearing bundles to be reasonably incurred, having noted that the preparation of the statement of case and witness statement had been separately costed and that all seven bundles were identical. She considered that a reasonable amount of time spent was 1 hour.

62. In addition, she removed any costs relating to the booking of/attendance fees for counsel. From the Respondents' statement it was clear that the recalculated figures for the service charge and all figures for the ground rent and administration fees had been agreed by them, and that the only relevant issue that may have been in dispute at the hearing related to whether the managing agent's agreement constituted a QLTA. This was an issue where the law is well-known and the facts were not complicated. The hearing lasted under two hours and Judge Gandham considered that it could have been conducted by grade C fee earner.

63. Having recalculated the figures in accordance with the above, and deducting the costs which had already been agreed by the Respondents, this left a sum of £2,417.00 (£1,208.50 each) for the remaining costs and

fees, which, as previously stated, Judge Gandham considered each of the Respondents was responsible for 80%. This amounted to a figure of £966.80 each. As such, the total costs payable by each of the Respondents, including those which had previously been agreed by them (£1,125.00), amounted to £2,091.80.

64. Accordingly, the Court finds that the costs payable by each of the Respondents (inclusive of VAT and court fees) is £2,091.80.

Name: Judge Gandham **Date:** 6 October 2021

Rights of appeal

Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.

3. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.

5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Appealing against a reserved judgment made by the Judge in his/her capacity as a Judge of the County Court

1. A written application for permission must be made to the court at the Regional Tribunal office which has been dealing with the case.

2. The date that the judgment is sent to the parties is the hand-down date.

3. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.

4. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties;

5. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.

6. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the Walsall office within 21 days after the date the refusal of permission decision is sent to the parties.

7. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the decisions of the Judge in his/her capacity as a Judge of the County Court

In this case, both the above routes should be followed.