FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference **HMCTS Code**	**:**	**CAM/00MG/LBC/2022/0004** **V: CVP Remote**
Property	**:**	**36 Amethyst House, 602 South Fifth Street, Milton Keynes, Buckinghamshire MK9 2DG**
Applicant	**:**	**Avon Ground Rents Limited**
Representative	**:**	**Scott Cohen Solicitors Limited**
Respondent	**:**	**Kirstie Ann Ward**
Representative	**:**	**Clyde & Co LLP**
Type of application	**:**	**S168 Commonhold and Leasehold Reform Act 2002**
Tribunal member(s)	**:**	**Regional Judge Ruth Wayte** **Regional Surveyor Mary Hardman FRICS**
Date of hearing	**:**	**18 August 2022**
Date of decision	**:**	**20 September 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing by video. A face-to-face hearing was not held because all issues could be determined in a remote hearing. The tribunal sat together at Cambridge County Court. Both parties had filed hearing bundles and additional documents were received by email from the applicant shortly before the hearing.

Decisions of the tribunal

(1) The respondent has breached the covenants at paragraphs 3.1 and 3.1.2 of Schedule 3 to her lease as set out below.

(2) The respondent has not breached the covenants at paragraph 32.2 of Schedule 3 or Regulation 1 in Schedule 10.

(3) The tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 that none of the applicant's costs can be passed to the respondent through the service charge or as an administration charge in accordance with her lease.

The application

1. By an application dated 31 March 2022, the applicant sought a determination pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 2002 that the respondent was in breach of covenants in her lease following damage to a water pipe serving her property. The relevant covenants are set out below.

2. Directions were given on 31 May 2022. Both parties filed bundles in accordance with those directions and the matter was set down for a hearing on 18 August 2022. The representatives agreed that no inspection was required and the hearing could be held remotely.

3. At the hearing, the applicant was represented by Piers Harrison of counsel and its witness Stuart Hart, of Y & Y Management, the applicant's managing agent. The respondent attended the hearing to give evidence on her own behalf and was also represented by counsel Daniel Soar.

The statutory framework

4. The relevant parts of section 168 of the Commonhold and Leasehold Reform Act 2002 state:-

> *1. A landlord under a long lease of a dwelling may not serve a notice under s146 (1) of the Law of Property Act 1925 (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless sub-section (2) is satisfied.*
>
> *2. This sub-section is satisfied if –*

(a) it has been finally determined on an application under sub-section (4) that the breach has occurred,

(b) the tenant has admitted the breach, or

(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.

3. But a notice may not be served by virtue of sub-section (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

4. A landlord under a long lease of a dwelling may make an application to the appropriate tribunal for a determination that a breach of covenant or condition in the lease has occurred.

The Lease

5. The lease to the Property was granted on 11 March 2008 and the respondent became the registered proprietor on 22 October 2008. The Property is a third-floor flat in a block which is part of the large Vizion Development in central Milton Keynes. The alleged breaches are in respect of the following obligations on the part of the leaseholder:

Schedule 3: Lessee's Covenants

3.1 At all times during the term to maintain and keep the Property… in good repair and condition… and to keep all conduits now laid or hereafter to be laid for the exclusive service of the Property in good repair and condition and free from obstruction…

3.1.2 before repairing any conduits [the Lessee] *will give notice to the Lessor stating the nature of the defect or damage thereto and in repairing the same will comply in all respects with the requirements of the Surveyor or the Lessor and of all local and statutory bodies having jurisdiction in the matter…*

32.2 To take all necessary care and precautions to avoid water damage to any other part of the Building by reason of the bursting or overflowing of any pipe or water apparatus in the Property.

Schedule 10: Regulations to be observed by the Lessee

1 *Not to do or permit to be done whether by himself of* (sic) *his family servants agents or visitors… any act to the damage annoyance nuisance or inconvenience of the Lessor or the tenants of the Lessor or the occupiers of any part of the Building…*

Background

6. The main facts as summarised in the respondent's statement of case were agreed. After experiencing an ongoing issue with low water pressure to her shower, the respondent instructed local firm Glenco Plumbing and Heating Ltd ("Glenco") to investigate the problem and carry out any necessary works. They first attended in or around October 2021 to assess the issue and came to the conclusion that the problem may have been caused by a blocked pipe. They recommended that some pipework and the shower head be replaced and returned to the property on 10 November 2021 to carry out the works. While their operative was carrying out the works a large water pipe serving the property fractured, causing a substantial escape of water which caused extensive damage to the property, communal areas, flats below the property and the commercial premises beneath. Mr Hart estimated that the costs incurred in just the communal areas were some £30,000.

7. Following the incident, the applicant instructed Simon Levy, a surveyor, to inspect the flat and other relevant parts of the block to advise on the escape of water and the general extent of the damage. His report was admitted into evidence as part of Mr Hart's statement. He concluded, on "*the strongest balance of probabilities*", that the Glenco operative had caused the fracture by twisting the copper pipework beneath using spanners, wrenches or similar tools, without taking care to avoid torsional twisting of the plastic pipe above, which connected into the copper pipes.

8. The respondent's written evidence stated that Mr Hart initially told her not to worry as the damage would be rectified. The applicant repaired the fractured pipe on 24 November 2021, as part of a set of works to the communal areas, the cost of which they now intend to claim from the respondent. However, the freeholder insurance has a large policy excess of some £250,000 in respect of water damage and therefore neither the respondent nor any of the other leaseholders who suffered damage received any financial assistance in reinstating their properties. It was not clear whether this issue also led to the decision of the applicant to pursue the respondent for breaches of her lease, but on 20 December 2021 the applicant's solicitors wrote to the respondent to say that their client intended to commence forfeiture proceedings.

9. Despite that letter, on 22 February 2022 Y & Y Management sent the respondent an invoice for the service charges due in respect of the quarter from 25 March to 24 June 2022. In those circumstances, the

respondent asserted that the right to forfeit had been waived. As the applicant pointed out, this tribunal's jurisdiction is limited to a determination as to whether there has been a breach of the lease and it is for the County Court to deal with any proceedings for forfeiture and therefore questions of waiver. That said, waiver is relevant to the consideration of costs and the tribunal asked for written representations from both parties on the respondent's applications under section 20 C of the Landlord and Tenant Act 1985 and paragraph 5A to Schedule 11 of the Commonhold and Leasehold Reform Act 2002 to extinguish or limit the applicant's costs either as part of the service charge or as a separate administration charge. That part of the determination is dealt with separately below.

The applicant's case

10. Although the applicant accepted that the damage to the pipe was caused by Glenco, they maintained that the respondent was in breach of four covenants in her lease as set out above and summarised as breaches of the covenants:

    (i) To keep the property in repair;
    (ii) To give prior notice of the works to the applicant;
    (iii) To take all necessary care and precautions to avoid water damage;
    (iv) Not to do or permit any act of damage annoyance or nuisance etc.

11. In terms of the first alleged breach, the applicant relied on the general principle that a tenant's covenant to keep the demised premises or property in repair imposes a continuing duty to repair. Accordingly, as soon as any property subject to the covenant is out of repair, the covenant is breached, even if the tenant had not caused the disrepair. Authority - *Dilapidations: The Modern Law and Practice 7th Edition* at 23-3 and 22-22.

12. The applicant submitted that the fractured pipe was part of the tenant's property, relying on the definition in Schedule 1 of the Lease which includes at 1.1.4 "*all conduits which are laid in any part of the building and serve exclusively the property*". Mr Hart's statement exhibited a number of photographs showing the water pipes in the ceiling of the communal hallway and the branch to the respondent's flat which connected into copper pipes in the utility cupboard in the flat. It was those copper pipes which the Glenco operative was working on when the elbow to the plastic pipe in the ceiling above fractured. It was the applicant's case that this pipe exclusively served the flat and was therefore the respondent's responsibility to keep in repair under paragraph 3.1 of Schedule 3. Any doubt that the pipe could be the tenant's responsibility even though it was in the ceiling above the flat, was dispelled by paragraph 1.9 in Schedule 1 which excepted "*conduits*

expressly included" from an exclusion in relation to any parts of the building lying above the surfaces of the ceilings.

13. On the second alleged breach, the respondent did not claim that she had given notice of the works to the applicant, her evidence was that she and other residents had no knowledge that this was a requirement. Her statement exhibited a letter from Y & Y Management dated 22 February 2022 which referred to a new regulation and process for work on plumbing systems in the light of the incident. In response, Mr Hart produced a copy of the Vizion Apartments Code of Practice 2016. Section 2, which referred to Alterations and Building Work, mentioned the need to inform the Estate Manager at least 7 days before work is to begin. He also produced emails showing that the Code of Practice had been sent to the respondent before the incident.

14. In any event, the applicant pointed out that it was no defence to liability for a breach of covenant to say the respondent was ignorant of the terms of that covenant. As the respondent admitted she had not given notice, the applicant submitted a breach of paragraph 3.1.2 was also proven.

15. The argument in relation to the other two covenants relied on the respondent's (admitted) failure to notify the applicant about the works beforehand and an alleged failure on her part to promptly notify the on-site staff once the leak occurred.

16. Mr Hart's evidence was that he was notified of the leak by the concierge who had been contacted by the tenant of the ground floor commercial unit. At the time he was in his office about 5 minutes from Amethyst House. He called the site engineer and together they searched for the source of the leak, eventually arriving on the third floor to find the corridor ankle deep in water pouring out of the respondent's flat. The site engineer then returned to the first floor to turn off the water supply for the building. Apparently, it is also possible to turn off the water to the floor but that stopcock is in the ceiling and neither Mr Hart or his engineer had brought a step ladder with them. His statement did not contain any approximate timings but in an email to the applicant's solicitor dated 30 June 2022 he stated that the concierge was made aware of the problem at 10.30am and the water was turned off at 10.50 am.

17. The alleged failure of the respondent to act promptly to notify the applicant's manager of the leak was based on her statement which said that Glenco had "*tried*" to locate the manager. In cross-examination by Mr Harrison the respondent said that she was told Glenco made the call straight away to try and stop the water. The respondent was not in the flat when the leak started, she returned "*within 8 minutes maximum*", having been called by her husband.

18. It was the applicant's case that the alleged delay by the respondent to report the leak had led to further water damage to the block, due to the time taken for the water to penetrate the building to the commercial unit below and the time taken by Mr Hart to locate the source before the engineer turned the water off. The tribunal asked Mr Hart why the engineer didn't turn the water off straight away, given the amount of water pouring through the building. His answer was that he had come to investigate the issue.

19. The applicant's case was that by failing to notify them of the works beforehand and the subsequent leak, the respondent had failed to take all necessary care and precautions to avoid water damage under paragraph 32.2 of Schedule 3 and those same omissions had also caused damage, nuisance, annoyance and inconvenience in breach of regulation 1.

The Respondent's case

20. Mr Soar's main argument in respect of the breach of the covenant to keep the property in repair was to challenge the interpretation of that clause to include pipes which were in reality part of the communal system. He argued that it was much more likely that the parties to the lease would have intended to limit that obligation to the copper pipes below the stopcock for each individual flat. He also disputed that the plastic pipe served the flat exclusively, again on the basis that it was part of the communal system.

21. In relation to prior notice, he argued that the work in question was insufficient for the covenant to bite: pointing out that a line would need to be drawn somewhere. He also argued that "conduit" as a term did not include water pipes, pointing out that they were separately referenced in the definition of "service media" in the lease and in paragraph 32 of Schedule 3 under that same heading.

22. On clause 32.2, he argued that it must mean avoiding flooding from overflowing baths or burst washing machine connections rather than referring back to the duty to notify the manager about repair works. In any event, he argued that the applicant had taken all reasonable care by employing an independent qualified plumber to do the work. He also argued that failure to give prior notice should not operate as a breach of two separate clauses.

23. Finally, he argued that paragraph 1 of the regulations could not be breached as argued by the applicant. Failure to give prior notice, if proven, was not part of this regulation and there was no evidence to support the allegation that the respondent had failed to act promptly in notifying the applicant of the leak on the day.

The tribunal's decision

24. As to the covenant to keep the property in repair, there was no challenge to the applicant's case on the law on dilapidations; the issue is whether the pipe is part of the respondent's property. With some reluctance, the tribunal accepts the applicant's evidence that the pipe that fractured exclusively served the respondent's flat. Paragraph 1.4 of Schedule 1 to the lease is clear that the conduit can be anywhere in the building, particularly given paragraph 1.9 which emphasises that the conduits may be above the ceiling to the flat, as is the case here. With respect to Mr Soar, the tribunal consider that a water pipe is clearly a conduit, even if water pipes form part of the definition of "Service Media" in the lease. A quick search of the Oxford English Dictionary defines a conduit as "*An artificial channel or pipe for the conveyance of water or other liquids…*".

25. The tribunal's reluctance is due to the fact that the effect of the law on dilapidations is harsh, given that it is accepted that the respondent took care to appoint a seemingly competent company whose operative must have caused the damage – there is no suggestion that anyone else touched the copper pipes in the utility cupboard. It is also harsh to impose liability on the tenant for water pipes in the ceiling above her flat but the wording of the lease is very clear on this point.

26. In the circumstances, the tribunal determines that a breach of paragraph 3.1 of Schedule 3 occurred when the operative from Glenco caused damage to the plastic water pipe serving the respondent's flat.

27. As to paragraph 3.1.2, again the respondent does not deny that no notice was given to the applicant and the tribunal accepts that she had no idea of that obligation. The Code of Practice is clearly aimed at substantial works but the covenant itself simply refers to "*repairing any conduits*" which seems to the tribunal to include all repairs, however trivial. With the benefit of hindsight and given the responsibility for the plastic pipe above the stopcock to the flat, it is obviously sensible to be aware of the ability to isolate the water supply to the floor as well as the flat (and the need for a stepladder). No written evidence was provided of other reports of similar works or of the practice of the applicant's manager should any reports be made, other than an email exchange with the respondent about a small unrelated leak in January 2022 which refers to a "recommendation" to notify Y & Y about the attendance, as opposed to a duty under the lease. However, there was no suggestion by the respondent that the applicant had waived the covenant and in the circumstances the tribunal considers this breach has also been proven.

28. However, the tribunal agrees with the respondent that the applicant cannot rely on the same failure to prove a breach of the two separate general provisions in this lease: the covenant to take all necessary care

and precautions to avoid water damage and not to do or permit any act to the damage annoyance nuisance or inconvenience of the lessor etc. Both general provisions accompany specific provisions (including those set out above) and are clearly aimed at other acts or omissions. In any event, the tribunal also accepts that the respondent's instruction of an independent plumbing contractor rather than attempting the repair herself met the covenant to take all necessary care and precautions in respect of the works. Their approach had appeared to be competent, attending for an initial inspection before returning to carry out the work they had recommended. The respondent could not reasonably have anticipated that the minor work to the copper pipes in her flat would have led to the fracturing of the plastic pipe in the ceiling and it is clear that any reasonably competent contractor would not have caused the damage. It is similarly clear that the applicant did not permit them to cause the damage.

29. Finally, the tribunal is not satisfied that the applicant has established a failure by the respondent to promptly notify the on-site staff of the leak. There was no evidence from the Glenco operative but the respondent was clear that he told her he had alerted the concierge to try and stop the water and by the time she arrived back on site, the applicants were already aware of the problem. There was also no evidence from the concierge. Even though he told Mr Hart he was notified by the ground floor commercial user of the problem, he may still have also been alerted by Glenco. It was clear that once the damage had occurred, general panic ensued and the tribunal considers that led to any delay in turning the water off, rather than any failure on the part of the respondent. In particular, given the amount of water cascading through the building, the tribunal remains unclear as to why Mr Hart thought it necessary to trace the source of the leak rather than turn the water to the building off immediately. On his own evidence, that could have been effected in 10 minutes or so rather than the 20 recorded in the maintenance log.

30. The tribunal therefore does not find that the respondent has breached paragraph 32.2 of Schedule 3 or paragraph 1 of Schedule 10 to the lease.

Costs

31. Mr Soar argued that the applicant should be prevented from passing its costs on to the respondent by way of the service charge or seeking the costs through an administration charge pursuant to section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.

32. The respondent's statement of case submitted that by demanding service charges on 22 February 2022 for the following quarter, the applicant had waived its right to issue a notice under section 146 of the

Law of Property Act 1925 and therefore had no grounds for bringing the proceedings. At the hearing, that argument was expanded by Mr Soar to rely on the restriction on enforcement of repairing covenants in long leases set out in section 1 of the Leasehold (Property) Repairs Act 1938 ("LPRA"). This section provides for a counter notice to be served by the leaseholder, in which case leave of the court is necessary before the landlord can proceed. The respondent submitted that none of the grounds for leave set out in the LPRA applied in this case. Mr Soar also argued that proceedings should have been issued in the County Court, which would have allowed the respondent to join Glenco as a third party and may well prompt a more reasonable approach from their insurer. In the circumstances, it would be just and equitable to extinguish the respondent's liability for the applicant's costs of the proceedings.

33. As stated above, the tribunal gave both parties the opportunity to expand their arguments by way of written submissions.

Applicant's case

34. The applicant's further submissions dated 1 September 2022 conceded that as the service charge was reserved as rent, accepting payment on 2 April 2022 waived the right to forfeit but submitted that the applicant was entitled to recover costs up until that date. No reference was made to the demand on 22 February 2022, despite its inclusion in the respondent's bundle and reference in the respondent's statement of case.

35. As to the LRPA, the applicant argued that the tenant may fail to serve a counter notice and that the court would give leave as the landlord was able to rely on grounds (a) and (e) of section 1(5) of the 1938 Act. These provide for leave if the landlord can prove that the value of the landlord's reversion has been substantially damaged by the breach or that the special circumstances of the breach render it just and equitable for leave to be given. The applicant submitted that given the damage caused by the leak and the costs of some £30,000 incurred by the landlord, either or both of those grounds were made out.

36. On the suggestion that proceedings should have been issued in the County Court, the applicant argued that it was not for the tenant to choose the landlord's remedy. In any event, they submitted that service of a section 146 notice was a necessary precursor for an action for damages for disrepair as set out in section 1(2) LPRA. It followed that the main proceedings were a necessary first step both to forfeiture and the bringing of a damages claim.

37. As to section 20C, the applicant argued that a determination that the tenant is in default served a useful purpose in allowing the landlord to recover their costs under paragraph 27 of Schedule 3 of the lease, which

refers to the recovery of costs incurred by the landlord in repairing retained areas where the repair is necessitated by the tenant's default. Such a determination was also in the interests of the other leaseholders. In any event the costs would be borne by the respondent's insurer. In those circumstances there was no warrant for an order under section 20C.

The respondent's case

38. The respondent's further submissions dated 6 September 2022 were accompanied by a small bundle of authorities. Their first argument was that waiver of the breach dated back to 22 February 2022, before the application was made to the tribunal on 31 March 2022. An unqualified demand for future rent has been acknowledged to give rise to waiver by HHJ Huskinson in *Stemp v Ladbroke Gardens Management Ltd* [2018] UKUT 375 at [46]; by the Court of Appeal in *Greenwood Reversions Ltd v World Environment Foundation Ltd* [2008] EWCA Civ 47 and the High Court in *R Square Properties Ltd v Reach Learning Ltd* [2017] EWHC 2947. The applicant's statement of case confirmed that the proceedings were brought pursuant to its intention to issue a section 146 notice. Given that they had waived the right to forfeit before the application was made, the respondent submitted that it would not be just and equitable for her to pay the costs of such unreasonable proceedings.

39. As to the suggestion that the section 146 notice would permit the applicant to claim damages for the breach of the repairing covenant, the respondent submitted that the applicant had failed to establish that either ground s 1(5) (a) or (e) of the LPRA would be satisfied. No evidence of the diminution in value of the reversion had been provided by the applicant but in any event it was obvious that costs of some £30,000 weighed against the value of the freehold title, stated to be £3.1m on 1 June 2015, were unlikely to have much of an impact, if any, as at the end of the lease in 2157. No evidence of any special circumstances had been provided either.

40. The respondent also submitted that in order to claim any damages for breach of a repairing covenant, not only would the applicant have to satisfy the requirements of LPRA 1938 but section 18(1) of the Landlord and Tenant Act ("LTA") 1927 would also operate to limit the amount to the diminution in value of the landlord's reversion. For the same reasons as stated above, the respondent submitted that given the substantial length of the unexpired term, the applicant is unlikely to be able to show any diminution at all.

41. The combination of the waiver, LPRA 1938 and s18 of the LTA 1927 meant that the applicant was highly unlikely to gain any benefit from serving a section 146 notice. In the circumstances the proceedings were misguided and the applicant ought not to recover its costs.

42. As to a claim under paragraph 27 of schedule 3 to the lease, neither a section 146 notice nor a determination by the tribunal was necessary to enforce that claim. In any event, no demand had been made to date. The suggestion that a claim may be made was only raised orally by the applicant's counsel at the hearing and developed in their further submissions on the question of costs.

The tribunal's decision

43. The tribunal agrees with the respondent that in all the circumstances and despite its findings in respect of the covenants to repair and to notify the applicant of the works, it is just and equitable to exercise its discretion to make an order preventing the applicant from passing its own costs to the respondent through the service charge or by way of an administration charge.

44. The tribunal has not found any act of negligence on the part of the respondent. She instructed a seemingly competent firm of plumbers and there is no dispute that their operative was responsible for the disrepair. While a breach has been found due to the nature of the covenant to keep the demised premises in repair, the applicant waived the right to forfeit before the application was made and the tribunal considers that the applicant has failed to show any real prospect that there would be any diminution in the value of its reversion or that any other special circumstances exist so as to be able to obtain leave of the court to pursue a claim for damages under the LRPA. In any event, the tribunal also accepts that any claim for damages for this breach would probably be reduced to nil or at least severely limited by section 18(1) LTA.

45. Although the tribunal also found the respondent to be in breach of the covenant to give the applicant notice of the works to be carried out by Glenco, we do not consider that the applicant has established that this breach led to the damage. We accept that it might have led to the water being turned off earlier but given that the water in the damaged pipe was pressurised, some damage would still have occurred as there was no suggestion that the water to the floor or the building should have been turned off before the works took place. In particular, the applicant gave no evidence to suggest that, if notice had been given, it would have specified any requirements which would have avoided the damage.

46. The tribunal also agrees with the respondent that any demand to be made under paragraph 27 of schedule 3 to the lease, is not sufficient justification for the proceedings. They are not necessary for such a demand to be made and were clearly not the reason for the proceedings, stated in the applicant's letter dated 20 December 2021 and the subsequent statement of case to be in contemplation of the issue of a section 146 notice. In any event, as Mr Soar pointed out, the

costs clause under the lease in paragraph 18 of Schedule 3 refers specifically to proceedings in respect of a section 146 notice and would therefore not apply to proceedings for a different purpose.

47. In the circumstances the tribunal considers that the proceedings were misguided and the costs unreasonably incurred. It is therefore just and equitable to make an order under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002, extinguishing the respondent's liability to pay an administration charge in respect of the applicant's costs of the proceedings. For the same reasons, the tribunal also makes an order under section 20C of the Landlord and Tenant Act 1985, that the costs incurred by the landlord in connection with the proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the respondent.

Name: Judge Wayte **Date:** 20 September 2022

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).