FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00MR/LSC/2022/0066
Property	**:**	Flat 3, 58 Waverley Road, Southsea, Hampshire PO5 2PP
Applicant	**:**	Rajan Deven Patel
Representative	**:**	Rakesh Patel
Respondent	**:**	Keith Rose
Representative	**:**	Parsons Son & Basley (Managing Agents)
Type of Application	**:**	Service charge – Section 27A the Landlord and Tenant Act 1985 (the Act)**;** Limitation of costs - Section 20C of the Act and paragraph 5A of schedule 11 of the Commonhold and Leasehold Reform Act 2002 (CLARA).
Tribunal Members	**:**	Judge C A Rai (Chairman) Mr M C Woodrow MRICS Chartered Surveyor
Date type and venue of Hearing	**:**	10 February 2023 Paper Determination
Date of Decision	**:**	14 February 2023

DECISION

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1. The Tribunal determined that the service charges payable by the Applicant in respect of accountancy for 2019/2020, professional fees in 2020/2021 and insurance and management fees in respect of all the years listed below are:-
   a. for the service charge year 2019/2020 - accountancy £40, insurance £258.33 and management fees £258.33 (Total £550.81)
   b. for the service charge year 2020/2021 professional fees (accountancy) £40, insurance £334.84 and management fees 258.33 (Total £633.17)
   c. for the service charge year 2021/2022 insurance £375.13 and management fees £258.33 (Total £633.46).

2. The reasons for the Tribunal's decision are set out below.

Background

3. The Applicant Rajan Deven Patel, represented by Rakesh Patel, sought a determination of the reasonableness of service charges demanded by or on behalf of the Respondent in respect of Flat 3, 58 Waverley Road, Southsea, PO5 2PP (the Property). He also made applications for orders under section 20C of the Act and paragraph 5A of schedule 11 CLARA.

4. On 18 July 2022 the Tribunal directed that additional information be submitted and warned that Applicant that if this information was not provided by the Applicant, it would strike out the application. The information was not provided by the Applicant and the Tribunal struck out the application on 16 September 2022 [23].

5. Following receipt of a letter from the Applicant, dated 26 September 2022, the application was re-instated. However, having been made aware that a County Court Judgement which related to service charges demanded in the preceding years had been issued on 22 July 2019, the Tribunal limited the scope of its determination to the service charges for the three years 2019/20, 2020/21 and 2021/22 (the "Relevant Years")

6. In the Tribunal Directions dated 20 October 2022, Mr D. Banfield explained why the Tribunal directed that those three years are the only years it would determine. [24]. Having recorded that the Applicant's challenges were in respect of the service charges demanded for:-
   a. Accountancy in 2019/2020 and
   b. Professional fees in 2020/2021 (accountancy)
   c. Management fees and buildings insurance premiums in all three years.

   the Tribunal directed that the documents already received would stand as the Applicant's case, and that the Respondent should submit a statement responding to the Applicant's case and also supply any relevant correspondence or documentation. It also directed that the Applicant could submit a concise reply.

7. Neither party requested a hearing and the Tribunal, having examined the bundle of documents received by the Tribunal prior to this determination (158 pages), concluded that the application could be determined without a hearing. Where the Tribunal has referred to numbers in square brackets this refers to the electronically numbered pages in the bundle.

The Applicant's Case

8. The Property is described in the lease dated 21 August 1987 [136] as "being partly on the first floor and partly on the top floor of the building" (58 Waverley Road). The Applicant said that he has owned the flat for more than ten years.

9. The Applicant has provided a copy of a document titled "Service charge statement" dated 21 February 2022, addressed to him, which refers to a service charge period between 25 December 2020 and 24 December 2021 [35]. It also refers to expenditure for that period for buildings insurance, management fees, bank charges and accountancy and refers to an invoiced amount of £654.67 "as attached". The second page of the

document subtitled "On account service charges summary" [36] refers to the Yearly Service Charge in advance – 29 September 2020 of £654.67. There is no information in the document when the four expenses listed were incurred and other than the reference to the service charge period, there is no clarification as to the period to which the buildings insurance and management fees relate.

10. The Applicant has stated that he wanted the Tribunal to consider the following matters [8]. He stated that the Property is a building converted into three flats of a similar size. Flat 3 has two bedrooms. The internal common area is a ground floor corridor and a single flight of stairs. A small hardcore and paved front garden is used for bin storage. He stated that those areas have not been regularly cleaned decorated or improved.

11. The Applicant alleged that he requested copies of invoices for which expenditure is charged but that these have not been supplied. He stated that it is not feasible to visit the managing agents' offices in Bognor Regis to look at original invoices as he lived in London. He questioned the need for a reserve fund. He acknowledged that the only accounts he has received are for the Relevant Years. He alleged to have been "charged" for general maintenance and repair but stated that this has not been carried out. He asked that the Tribunal direct that copies of invoices for the relevant service charge years are provided and for details of the managing agents duties.

12. The Applicant has also questioned the need for EICR, fire and Asbestos Reports, which he suggested related only to the common parts. He stated that there is no separate electrical supply serving the common parts. Instead, he suggested that the communal electricity is invoiced to him as it is connected to his supply.

13. Following receipt of the statement supplied in response to his application, he stated that the Respondent has omitted the following documents [89] :-
    a. Management fee invoices for the Relevant Years,
    b. The Official Copies of the registers of title,
    c. The Management Agreement and details of the services, and
    d. The Lease for Flat 3.

14. The Applicant stated that he believed that the service provided by Parsons Son & Basley, the Managing Agent (PS&B) does not justify the level of service charges demanded. He said that none of the communal areas are cleaned or maintained and that no redecoration has been carried out. He believed that a local agent could provide a similar service for a lesser cost.

15. The Applicant has disclosed copies of emails between his representative and PS&B in December 2021 and in January and February of 2022. He stated that despite asking for a leak in the roof to be investigated and an explanation of the charge for an EICR report, which should have revealed that the there is no separate communal electricity supply, he was not provided with copies of the reports or invoices. However, he has referred to receiving a section 20 notice relating to proposed repairs to the roof but has not disclosed a copy.

The Respondent's Case

16. The Respondent has supplied a statement dated 19 December 2022 [29] from Samantha Whittington, Deputy Head of Estate Management at PS&B, who said that she disagreed with the Applicant's case. She stated that she has provided a copy of the Management Agreement with PS&B containing details of the services which it provides. She believed that based on the type of property, its size and location, the service provided by PS&B in respect of the Property is good value.

17. Samantha Whittington also stated that the accountancy charge is "very reasonable" taking into account the time involved in producing the accounts. She denied having any record of receiving requests from the Applicant for copies of the insurance policy but stated that PS&B would have supplied a copy of the full policy document if it had been requested. Copies of insurance certificates for each of the Relevant Years and copies of the premium invoices are included in the Hearing Bundle. Whilst her statement listed the supporting documents which should have been produced with the statement, some of those documents are omitted from the bundle and presumably were either not attached to the original statement, or not provided by the Respondent.

18. In conclusion, Samantha Whittington stated that the Landlord is entitled under the terms of the Lease to employ managing agents. She expressed concern that the Applicant has not paid any service charges since 2014 but acknowledged that he has paid ground rent.

The Lease and the Law

19. The Lease of Flat 3, dated 21 August 1987 demised the Property to the lessee for a term of one hundred and twenty five years from 25 March 1987 [136]. The Applicant was registered as proprietor of the leasehold title number HP331590 on 8 November 2007.

20. The Lease contains covenants by the lessee to contribute and pay the maintenance charge specified in the Fifth Schedule. The **Aggregate Maintenance Expenditure** (not always referred to as a defined term in the Lease) is the total amount which shall be certified by the Lessor or Accountant of expenditure during the Accounting year in respect of all costs fees expenses and disbursements together with such amount as shall within the discretion of the Lessor be transferred to a reserve fund [154].

21. Paragraph 4 of the Fifth Schedule defines the Maintenance Charge as the amount payable to the Lessor by the Lessee and certified by the Lessor or Accountant calculated as that portion of the aggregate maintenance expenditure incurred in the year to which the certificate relates for repairs maintenance renewal and servicing of the building [154].

22. The Lessee (referred to in the Lease as including the successors in title to the original lessee) covenants to pay the rent and pay "by way of further and addition (sic) rent from time to time a sum or sums of money equal to **one third part** (Tribunal's emphasis) of both the amount which the Lessor may expend in effecting or maintaining the Insurance of the Building against" specified losses which include "other risks (if any) as the Lessor thinks fit"....."AND ALSO contributing and paying yearly for the services and expenses (hereinafter referred to as "the maintenance charge") specified in the Fourth Schedule hereto during the said term by way of additional rent an amount to be calculated in the manner specified in the Fifth Schedule" [139]. That payment falls due for payment at the time and in the manner specified in that schedule but the Lessee is obliged to pay on account of the maintenance charge on the 29 September "a sum equal to one third part of the maintenance charge for the preceeding (sic) year chargeable in respect of the demised premises such sums to be retained by the Lessor in a reserve fund and to be used as the Lessor shall consider necessary" [140], but with provision for the Lessor to recover any shortfall or borrow to fund that shortfall and recover that sum plus interest and any other charges or expenses incurred by the Landlord in funding the Fourth Schedule expenditure. Any excess moneys collected is to be credited to the Lessee.

23. The Fourth Schedule expenditure includes all the costs and expenses incurred by the Lessor in complying with his obligations in the lease, the cost of communal electricity, rates and taxes payable assessed on the Lessor and "All other expenses normally incurred in the management of the building including Managing Agents fees and Accountants and Bank Charges" (Paragraph 4) [153].

24. The Lessee covenants in clause 2 of the lease include a direct covenant with the Lessor "(v) To contribute and pay the maintenance charge at the times and in the manner specified in the Fifth Schedule hereto" [142].

25. The Lessor covenants, in clause 4 of the lease includes "(iii) That (subject to contribution and payment as hereinbefore provided the Lessor will (a) Keep and maintain in good and tenantable repair make-up clean redecorate and renew (i) The main structure of the building ..." (which includes foundations walls roof gutters etc) (ii) the gas and water pipes drains and sewers etcetera and "(iii) The main entrance and approaches footpaths corridors staircases landings and passages available for use by the Lessee in common with the lessees of the other flats in the building"[147].

26. The Lessor also covenants to insure and keep the building insured against specified risks and such other risks as are available in the full value thereof and in the names of the Lessor and the Lessee and the Lessee's of the remaining flats and whenever reasonably required produce to the Lessee the Policy or Policies of such insurances and the receipt for the last premium…" and to lay out the proceeds of the insurance in repairing and rebuilding the building. (4 (b)) [147].

27. The Lessor covenants include (4(c)) a covenant to, "So far as practicable keep clean and lighted the passage landing staircases and other parts of the building so used and enjoyed in common as aforesaid in good condition and employ such staff as may in the opinion of the Lessor be necessary for the purpose" [148].

The Law

28. The Application was made under section 27A of the Act which enables a Tribunal to determine whether a service charge is payable and if it is, by whom and to whom and the amount payable and the date and the manner in which it is payable. Whilst the Tribunal can also make a determination in respect of costs not yet incurred, it cannot determine costs which have already been agreed or admitted or been the subject of a determination by the court or an arbitral tribunal pursuant to a post-dispute arbitration agreement.

29. Section 27A should be considered with sections 18 and 19 of the Act which define both "service charges" and "relevant costs" and provide that relevant costs are to be taken into account only to the extent that they are reasonably incurred and where they are incurred on the provision of services or carrying out works, only if the services, and or works, are of a reasonable standard.

30. Extracts from the relevant parts of the three sections and sections 20C of the Act and paragraph 5A of Schedule 11 of CLARA are set out in the Appendix.

Reasons for the Tribunal's Decision

31. The Tribunal only has jurisdiction to consider specific costs challenged by the Applicant in the Relevant Years. The Applicant has challenged the Managing Agents' fees, the insurance premium in the Relevant Years and the accountancy charges in 2019/20 and 2020/21.

32. The service charges challenged are set out below and in each case are one third of the service charges for the whole building:-

	Accountancy	**Insurance**	**Managing Agent**	**Total**
2019/2020	40	252.48	258.33	£550.81
2020/2021	40	334.84	258.33	£633.17
2021/2022	-	375.13	258.33	£633.46

33. In the application form the Applicant referred to the service charge year starting on 29 September and ending 28 September. This is wrong. As referred to earlier, the lease provides for service charge years to run from 25 December in every year. This is reflected by the service charge accounts. The Lease provides for the Lessor to demand an on account payment, based on the preceding years costs to be collected on 29 September. However PS&B prepare a budget, which confusingly, is based on anticipated expenditure from 29 September to 28 September which makes it difficult to reconcile the budget with the accounts.

34. Only one service charge demand has been disclosed to the Tribunal in the bundle. That demand is dated 21 February 2022 and attached to a statement of the same date showing that the sum of £654.67 was demanded, which included management fees and the buildings insurance premium [36]. The bundle also contains an undated service statement of account purporting to show the Applicant's arrears in September 2022. [77]

Accountancy fees

35. The Respondent has disclosed copies of the invoices for the accountancy fees for 2019/2020 dated 16 March 2021 and 2020/2021 dated 25 July 2022 [71 and 69]. The accounts for both those years have also been disclosed [114]. The Fourth Schedule to the lease lists accountancy fees as a recoverable expense.

36. The Applicant suggested that the Respondent failed to comply with his obligations in the Lease and interpreted paragraph 3 of the Fifth Schedule as a requirement that the accounts should be certified, but it is not. The Lease specifically provides that the *aggregate maintenance expenditure* shall be certified by either the Lessor or Accountant [154]. Whilst paragraph 5 of the same schedule provides *for the provision of a certificate* setting out the Aggregate Maintenance expenditure and the Maintenance Charge within a month of the end of the accounting year (which ends on 24 December). The absence of a certificate will not impact upon the ability of the Lessor to demand a payment on account of the next year's service charge. The Lease provides for a payment based on the previous year's expenditure, to be demanded on the 29 September in each year [See paragraph 22 above].

37. The disputed amount in the first two of the three Relevant Years is £100 plus VAT in each year. The Respondent has not suggested what lesser charge he would have considered reasonable. The accounts for the Relevant Years have been disclosed. The Tribunal has decided that it is immaterial if there is any a connection between Hive Client Services Limited and PS&B, as the Applicant suggested, if the accountancy fee is reasonable and was reasonably incurred. Taking into account total service charges demanded in the Relevant Years the Tribunal has concluded that the accountancy fees are reasonable and have been reasonably incurred.

Insurance

38. The amount demanded in respect of the insurance premium is one third of the premium shown on the invoices from Weald Insurance Brokers for the policy renewed in January 2019, 2020 and 2021 [79 - 83].

39. The Applicant has suggested that the Landlord has not disclosed details of the current insurance policy. The Respondent denied this and stated that it has no record that the Applicant ever requested details. Whilst the Tribunal has not had an opportunity to question either party and test the veracity of the statements submitted on their behalf, the Applicant has not denied he has not paid any amount towards insurance for any of the Relevant Years.

40. The only material issue that the Applicant has raised in his application, and which the Tribunal has jurisdiction to consider, is whether the insurance premiums incurred by the Respondent and demanded from the Applicant have been reasonably incurred**.**

41. Guidance as to the way in which this Tribunal should consider whether or not the insurance premium has been reasonably incurred has been provided by the Upper Tribunal. In **Cos Services v Irene M Nicholson [2017]UKUT (LC),** his Honour Judge Stuart Bridge considered an appeal from a decision made by the First-tier Tribunal as to whether or not insurance premiums were reasonably incurred. He considered and summarised the case authorities interpreting section 19 of the Act, as well as considering some which related to an assessment of the reasonableness of commercial insurance premiums in business leases. He concluded that it was clear from the authorities that the burden was on the landlord to satisfy the relevant tribunal that on the balance of probabilities the insurance premium was reasonably incurred.

42. The Judge concluded broadly that the two stage test which the Lands Tribunal required in **Forcelux Ltd v Sweetman [2001] 2 EGLR 73** is an appropriate starting point. Firstly, he considered the appropriateness or lawfulness of the landlords claim for recovery of the insurance premium, and secondly, the reasonableness of the amount being claimed.

43. He also considered the approach of the Upper Tribunal in **Avon Estates (London) Ltd v Sinclair Gardens Investments (Kensington) Ltd [2013] UKUT 264 (LC)** where the landlord was required to prove either that the rate charged was representative of the market rate or that the contract had been negotiated at "arms length" in the marketplace. He acknowledged that, applying this test, a landlord who had conducted a proper process could in theory still arrange a premium for an unreasonably high amount but show it had been "reasonably incurred".

44. He also considered the Court of Appeal decision on service charges in **Waaler v Hounslow LBC [2017] EWCA Civ 45** in which the Court of Appeal concluded that the intended purpose of section 19 is to protect a leaseholder against charges which are contractually recoverable and therefore "whether costs have been reasonably incurred is not simply a question of process: it is also a question of outcome" (LJ Lewison).

45. Judge Bridge said that context was everything. "It will not be necessary for the landlord to show that the insurance premium sought to be recovered from the tenant is the lowest that can be obtained in the market. However, the Tribunal must be satisfied that the charge in question was reasonably incurred. In doing so it must consider the terms of the lease and the potential liabilities that are to be insured against. It will require the landlord to explain the process by which the particular policy and premium have been selected, with reference to the steps taken to assess the current market". He went on to say that if tenants provided quotations, they would need to ensure these were genuinely comparable and that the risks covered accorded with the landlord's covenants in the lease.

46. It is not disputed that the Lease provides that the Respondent lessor is entitled to recover insurance premiums from the Applicant lessee. The Applicant suggested that the valuation of the Property was lower than the amount shown on the insurance certificate. He said that the insurance valuation obtained in March 2019 referred to a building reinstatement value of £425,000 [38] whilst the insurance certificate for 2019/2020 referred to a declared value of £386,336 [81]. The renewal date for the policy was February 2019 , which predated the valuation

47. The insurance certificate for 2020/2021 referred to a declared value of £542,635 which the Applicant suggests is excessive [82].

48. The 2019 valuation stated that the valuation figure is a **minimum figure**. The Applicant has provided no evidence on the impact on the premium of a higher building reinstatement value. Nor has he considered whether it would have been pertinent almost nine months later, the policy renewed in February 2020, to have increased the sum insured in line with any increase in reinstatement costs during that period. He has not provided copies of alternative quotations, suggesting that he could not obtain these because he had not seen any details of the current buildings insurance cover, although the Respondent's evidence challenged the veracity of the Applicant's evidence.

49. The Tribunal does not accept that even if, as he has suggested, the Applicant requested and did not receive a copy of the buildings insurance policy and schedule, this would have prevented him obtaining an alternative quotation. He has not provided any evidence that the insurance premium was unreasonable. All he has done is to suggest is that the assessment of the insurance value was carried out by someone associated with the managing agents which he alleged has resulted in a higher insurance premium.

50. The Respondent supplied a copy of an email from Steve Brindley of Hubb Insure Limited trading as hubb, dated 21 December 2022 which is not signed. Steve Brindley, whilst he acknowledged that the Respondent's insurance cover might not be the cheapest available in the market, stated he believed that the cover obtained by PS&B was appropriate taking into account the cover offered and reputation of the insurer [87].

51. On the basis of the parties submissions the Tribunal has concluded that the insurance certificates disclosed for the Relevant Years are evidence that the Respondent has complied with his obligations under the Lease to provide buildings insurance cover. He is contractually entitled to recover one third of the premium from the Applicant. The Respondent has provided written confirmation from Hubb that the market was tested and on that basis the Tribunal is satisfied and has concluded that the insurance premiums for the Relevant Years are reasonable and were reasonably incurred by the Respondent.

Managing Agents Fees

52. These fees are recoverable from the lessor under paragraph 4 of the Fourth Schedule to the lease.

53. Contrary to the statement made on behalf of the Managing Agents , there are no details of either the contract or invoices for these fees in the Bundle.

54. Notwithstanding that the Tribunal has not seen either the contract for management services or invoices for the fees, it is satisfied on the basis of both parties evidence that the property was managed by PS&B during the Relevant Years and that it has invoiced fees at the level shown in the service charge accounts for those years. The amount charged by PS&B and included in those accounts is the same in each of the Relevant Years. Samantha Whittington's statement referred specifically to the amount charged annually by PS&B[30]. The Applicant suggested that all the agents have done is arrange the buildings insurance and collect service charges but admitted receiving a section 20 notice in respect of consultation with regard to the cost of roof repairs. Neither party disclosed a copy of the section 20 notice. The Applicant suggested that a minimal inspection of the building took place between December 2019 and January 2020. However, he is not resident at the Property, so presumably has based his assertions on intelligence received from his tenant.

55. In the absence of information from the Respondent, the Tribunal has no evidence as to how PS&B, which has offices in Brighton, Portsmouth and Bognor Regis, manage the Property. Its website advertises that it offers property management services throughout that area. Whilst the Bognor Regis office may perhaps deal with administration, the Portsmouth office is sufficiently close to offer an economic local management service.

56. The Tribunal accept that the annual management charge is within the parameters of a reasonable charge for a comparable Property of this type and size.

57. The Tribunal has noted that the Lease obliges the lessor to provide cleaning services and light the common parts and decorate and maintain the structure of the Property. There is no evidence that the manging agents have addressed this.

58. The Applicant's submissions are that no services are provided and no repairs or decoration has been carried out during the Relevant Years.

59. The Tribunal is however mindful of the fact that the Applicant has admitted that he has not paid any of the service charges demanded during the Relevant Years.

60. Taking account of all the evidence before it the Tribunal has concluded that whilst the managing agents may carry out a limited management service, the amount charged in respect of the management is reasonable for the service provided, taking into account the size of the property and the lessor's obligations in the lease. It also accepts that the management fee is of an equivalent level to the fees charged by other managing agents dealing with similar properties.

The cost limitation applications

61. The Applicant applied for orders from the Tribunal under section 20C of the Act and paragraph 5 of Schedule 11 to CLARA. He has made no submissions to support either of those applications despite the Tribunal's Directions dated 18 July 2022. Having decided this application in favour of the Respondent, the Tribunal declines to make orders under either provision.

Judge C A Rai

Appendix

27A Liability to pay service charges: jurisdiction

(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.
(3) An application may also be made to [the appropriate tribunal]2 for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

19.— Limitation of service charges: reasonableness.

(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 provision 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.

20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court [,residential property tribunal] or leasehold valuation tribunal [or the First-tier Tribunal], or the [Upper Tribunal] or in connection with arbitration 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 tenant or any other persons or persons specified in the application
(2) ....
(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances

Schedule 11 to the Commonhold and Leasehold Reform Act 2002
Paragraph 5A

(1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
(2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.
(3) In this paragraph—
(a) *"litigation costs"* means costs incurred, or to be incurred, by the landlord in connection with proceedings of a kind mentioned in the table, and
(b) *"the relevant court or tribunal"* means the court or tribunal mentioned in the table in relation to those proceedings.

Proceedings to which costs relate	***"The relevant court or tribunal"***
Court proceedings	The court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, the county court
First-tier Tribunal proceedings	The First-tier Tribunal
Upper Tribunal proceedings	The Upper Tribunal
Arbitration proceedings	The arbitral tribunal or, if the application is made after the proceedings are concluded, the county court."

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.