FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**MAN/30UF/LSC/2022/0057**
Property	**:**	**22 Glen Eldon Road, Lytham St Anne's, Lancashire, FY8 2AX**
Applicant	**:**	**Richard Jonathan Randall**
Representative	**:**	**N/A**
Respondent	**:**	**Margaret Hampshire**
Representative	**:**	**N/A**
Type of application	**:**	**Landlord and Tenant Act 1985 – s 27A Landlord and Tenant Act 1985 – s 20C Commonhold and Leasehold Reform Act 2002 – Schedule 11, Para 5A**
Tribunal member(s)	**:**	**Tribunal Judge L. F. McLean Tribunal Member J. Faulkner FRICS**
Date of hearing	**:**	**10th March 2023**
Date of decision	**:**	**16th March 2023**

DECISION

Decisions of the Tribunal

(1) The sum of £1135.00 is payable by the Applicant to the Respondent by way of service charge pursuant to the demand made on 30th May 2022 and amended on 10th June 2022.

(2) The Tribunal cannot determine, under Section 27A Landlord and Tenant Act 1985, whether the Applicant is required to pay ground rent included in the demand made on 30th May 2022 and amended on 10th June 2022

(3) The sum of £420.81 is payable by the Applicant to the Respondent by way of service charge for buildings insurance relating to the demand of 31st August 2022.

(4) The Tribunal determines that no sum is payable by the Applicant to the Respondent by way of service charge for fire safety works relating to the demand of 8th December 2022.

(5) Under Section 20C Landlord and Tenant Act 1985, no costs incurred by the Respondent in connection with these proceedings are to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.

(6) Under Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A, any liability of the Applicant to pay any administration charges is extinguished in respect of litigation costs relating to these proceedings.

The application

1. The Applicant has sought a determination pursuant to s.27A Landlord and Tenant Act 1985 as to whether he is required to pay to the Respondent the sum of £15,425.00 in respect of a demand for the payment of service charges and ground rent which was made on 30th May 2022 and amended on 10th June 2022 ("the Demand").

2. Additionally, since this application was commenced, the following disputed demands have been added to the list of issues to be determined:-

    a. Buildings insurance in the total amount of £1683.22, demanded on 31st August 2022 ("the Buildings Insurance Demand")
    b. Fire safety expenses in the total amount of £297.60, apportioned demand £74.40, demanded on 8th December 2022 ("the Fire Safety Demand")

3. The Applicant seeks an order under Section 20C Landlord and Tenant Act 1985 that all or any of the costs incurred, or to be incurred, by the landlord in connection with these proceedings before the First-tier Tribunal are not to be

regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Applicant.

4. The Applicant seeks an order pursuant to Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A, reducing or extinguishing the Applicant's liability to pay administration charges in respect of litigation costs.

Background

5. The Respondent is the current registered proprietor of a head lease of 22 Glen Eldon Road, Lytham St Anne's, Lancashire, FY8 2AX ("the Building") for a term of 999 years from 1st March 1876 ("the Head Lease").

6. The property which is the subject of this application is a 2-bedroom flat on the second floor within the Building ("the Property"). The Building is a 3-storey end terrace town house, originally constructed as a single private dwelling some 130 years ago and which was reportedly converted into separate flats in the late 1940s or early 1950s. The Building benefits from a small garden to the west and a southerly patio. There is a building to the east, currently used as a hairdressing salon and which the Respondent explained she originally also owned, but which was sold off in the early 1990s. The Respondent lives in one of the flats on the ground floor of the Building and rents out the other flats on the ground floor and first floor.

7. The Applicant is the tenant of the second floor flat within the Building, as the current registered proprietor of an underlease granted on 25th October 1991 for the unexpired residue of the Head Lease, less 10 days, which was originally made between Anthony Sapsford and Margaret Elizabeth Sapsford on the one part and Robert Scott Fossett on the other ("the Underlease"). The Tribunal understands that Margaret Sapsford is the Respondent's previous name.

8. The Underlease provides for the Respondent to provide certain services, set out at clauses 4(5) to 4(7) inclusive and at the Fifth Schedule. The Underlease also provides for the Applicant to pay a service charge in relation to the Respondent's costs so incurred and, by way of additional rent, to contribute towards the Respondent's costs of insurance (clause 1).

9. On 30th May 2022, the Applicant was sent the Demand by a message from the Respondent through the WhatsApp instant messaging service. The Applicant disputed the Demand and refused to pay it.

10. On 31st August 2022, the Respondent informed the Applicant that the annual buildings insurance premium for the Building was due in the sum of £1683.22 and requested that he pay his contribution towards the same. Initially, the Applicant refused to pay, but he subsequently paid £200 on 20th October 2022 – which the Applicant later said he paid in error.

11. On 8th December 2022, the Applicant sent the Fire Safety Demand to the Respondent.

12. The members of the Tribunal inspected the Building and the Property on 10th March 2023. The parties were present, together with the Respondent's husband Ron Hampshire and Lee Fielding from LMF Roofing. After the inspection concluded, all those present attended a hearing of the Tribunal which was held at Prudential House, Topping street, Blackpool, FY1 3AB.

13. The members of the Tribunal considered the parties' oral and written submissions and evidence and documents filed in accordance with the Tribunal's directions, which were comprised within an agreed hearing bundle of 174 pages.

Grounds of the main application

14. The Applicant's grounds of his application were set out in his statement of case. Although these were phrased as a series of questions, the Tribunal treated these as an application to determine whether the sums in dispute were payable by the Applicant to the Respondent. The questions were:-
    a. Is the demand for service charge adequate in its formality?
    b. When were the works pertaining to the service charges carried out?
    c. Where applicable, did the Landlord follow the consultation requirements under section 20 of the Landlord and Tenant Act 1985?
    d. Why is the lessee charged 1/3 building's insurance when the lease states 1/4?
    e. Why is ground rent listed when a payment for this has already been made?

15. The Applicant also applied for orders under Section 20C of the Landlord and Tenant 1985 and Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A.

16. In response, the Respondent submitted that the charges were due under the Underlease and had been incurred necessarily. The Respondent did not seek dispensation from any of the requirements of Section 20 of the Landlord and Tenant Act 1985.

Issues

17. The issues which the Tribunal had to decide were:-
    a. Were the charges set out in the Demand, the Buildings Insurance Demand and/or the Fire Safety Demand payable?
    b. In particular, was liability to pay some or all of the charges demanded above limited or extinguished by failure to comply with relevant statutory requirements set out in the Landlord and Tenant Act 1985?
    c. Is it just and equitable to preclude the Respondent from recovering its legal costs of the application through the service charge?
    d. Should the Tribunal reduce or extinguish any administration charges sought from the Applicant by the Respondent?

Relevant Law

18. The relevant sections of the Landlord and Tenant Act 1985 read as follows:-

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

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

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

(3) For this purpose—

(a) "costs" includes overheads, and

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

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.

20 Limitation of service charges: consultation requirements
(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—

(a) complied with in relation to the works or agreement, or

(b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal.

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—

(a) if relevant costs incurred under the agreement exceed an appropriate amount, or

(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—

(a) an amount prescribed by, or determined in accordance with, the regulations, and

(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.

20B Limitation of service charges: time limit on making demands

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

20C Limitation of service charges: costs of proceedings

(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 person or persons specified in the application.

(2) The application shall be made—

(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to the county court;
(aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
(b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
(ba) in the case of proceedings before the First-tier Tribunal, to the tribunal;
(c) in the case of proceedings before the Upper Tribunal, to the tribunal;
(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to the county court.

(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.

21B Notice to accompany demands for service charges
(1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.

(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

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 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.

(4) No application under subsection (1) or (3) may be made in respect of a matter which—
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

19. Paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 provides as follows:-

Limitation of administration charges: costs of proceedings
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

Evidence

20. The parties appeared in person and were not legally represented.

21. The Respondent also called Lee Fielding as a witness, who testified in relation to roofing works which he had carried out to the Building for the Respondent in 2021. He said that the works were done as a matter of urgency because tiles were slipping off the roof and landing in the garden and over the boundary fence. He confirmed that the Building is old and the previous roof had been suffering wear and tear due to bad weather, and there had been no underfelting. He confirmed that a window in the roof in the bathroom of the Property had to be sealed over as the window frame was rotten. He said he was unable to gain entry to the interior of the Property afterwards to remedy decorative issues such as nail pops. He confirmed he had taken photographs at the time on his mobile phone, but that these were no longer available as his phone had since been smashed. Mr Fielding then left the hearing after completing his evidence.

22. The following broad history emerged from the parties' own evidence and questioning:-

23. The Respondent used to own the property which included the hairdressing salon next door. The original apportionment of service charges relating to buildings insurance and repairs to the Building (except the common hallways and stairwell) was divided 1/4 to the salon, 1/4 to the Property and 1/2 to the remainder of the Building. When the salon was sold, these proportions were not amended accordingly in the Underlease. However, the Respondent began to demand 1/3 of the of the costs relating to buildings insurance and repairs to the Building (except the common hallways and stairwell) from the Applicant's predecessor in title and, in time, from the Applicant.

24. The Applicant bought the Underlease around 15 years ago and used to live in the Property. The Respondent asserted that the Applicant was frequently in arrears relating to ground rent and service charges.

25. At an early stage after buying the Underlease, the Applicant challenged whether he should pay 1/3 of the buildings insurance or whether he should pay 1/4 as per the provisions of clause 1 of the Underlease. The Respondent gave him permission to arrange his own separate insurance for the Property but the Applicant said this turned out not to be an option as the Underlease required a block policy for the whole Building. He therefore paid 1/3 as demanded, until 2022 when he only paid £200. On most occasions, the Applicant paid his contribution to the Respondent, except for an isolated occasion around 12 years ago when he paid his share directly.

26. Typically over many years, the Respondent would demand payment of service charges in relation to insurance or other works or services (which she had arranged) by leaving the relevant invoices on the stairs leading from the 1st to the 2nd floor and expecting the Applicant to pay his proportion of the costs to her directly. The Applicant said that he had expected more formality than this, but that he paid the charges nonetheless as he was young and naïve and because it did not seem to be worth the effort and cost to challenge the demands.

27. A dispute arose in June 2012 when the Applicant was unhappy with the quality of gardening carried out. The Respondent agreed to waive the gardening charges that year.

28. On 19th January 2014 and on the Respondent's instructions, a letter was written by Linder Myers LLP to the Applicant which demanded £3798.09 including legal costs, as the Respondent alleged that the Applicant was in arrears of service charges relating to various works and services. The Applicant challenged these assertions in correspondence. The Applicant vacated the Property in mid-2015 to continue pursuing his medical career. The Respondent said that when he was due to leave, a conversation was had in which he agreed to sort out payment of the various charges once he was more financially stable. In response, the Applicant asserted that his recollection

was that this would only be on presentation of correct invoices for the charges. In any case, the situation remained apparently unresolved. After he moved away, the Applicant would continue to pay 1/3 of the buildings insurance costs whenever the Respondent brought this to his attention (although there was disagreement as to whether he historically paid on time or not).

29. The next major event was 15th March 2021 when the Respondent sent a message via WhatsApp to the Applicant, informing him that the roof of the Building had to be replaced urgently and at substantial cost. The Applicant replied, directing the Respondent to the Leasehold Advisory Service website and requesting that legal requirements relating to service charges be complied with. This was followed by further communications whereby the Respondent provided photographs of quotes from tradesmen, but the Applicant only found out that works had actually been carried out when he visited the Property on 7th May 2022.

30. During this time, the Applicant had paid towards the Respondent's annual buildings insurance renewal in August 2021.

31. The Applicant first became aware that the Respondent considered him to be in substantial service charge arrears when he was engaged in a proposed sale of the Property during 2022 to a prospective purchaser, and his solicitors told him that the Respondent had raised the issue of arrears and that this would impede the sale. The Respondent consequently set out the sums for which she was seeking payment by submitting the Demand. The Demand consisted of a handwritten itemised list of sums which the Respondent wanted the Applicant to pay, which the Respondent photographed and sent to the Applicant via WhatsApp. The Applicant explained that he would be referring the matter to the Tribunal.

32. The list of sums sought was, in summary:-

Sept 2010 Strutton Joinery - Windows £1525.00
07/09/2011 I.F.E.S - Fire extinguishers £25.00
04/10/2012 Paul Anthony - Roof repair £37.50
20/12/2013 S P Paving - Paving £1257.50
Aug 2015 DMR Building Services – Roof repair £95.00
20/08/2015 AP Roofing - Barge boards / fascias £925.00
21/11/2017 Shauns Gutter Cleaning – Gutter Cleaning £87.50
No date Strutton Joinery - Fence / Hedge removal £750.00
14/01/2022 I.F.E.S - Fire extinguishers £65.00
08/03/2022 DD Fire Alarms - Fire Alarms £15.30
08/03/2022 DD Fire Alarms - Fire Alarms £28.50
25/03/2021 AD Damp Proofing Ltd - Damp treatment £1437.50
25/03/2021 AD Damp Proofing Ltd - Damp treatment £525.00
10/04/2021 SB Waste Management Ltd - Skip £65.00
22/04/2021 LMF Roofing - Replacement roof £5600.00
2013 - 2022 Ground Rent £200.00
2013 - 2022 Jason Emsley - Gardening £1600.00

33. The Applicant subsequently received the Buildings Insurance Demand and the Fire Safety Demand as previously described.

Determination

Were the charges set out in the Demand, the Buildings Insurance Demand and/or the Fire Safety Demand payable? In particular, was liability to pay some or all of the charges demanded above limited or extinguished by failure to comply with relevant statutory requirements set out in the Landlord and Tenant Act 1985?

34. The Underlease is rudimentary in its drafting, even by the standards of legal drafting in the 1990s. There is no provision for annualised service charges or accounting periods, and so it is to be presumed that charges will be payable promptly and in full upon a valid demand being presented which complies with all legal requirements. The obligations of the Respondent, and the matters for which service charge demands may be made, are very limited and poorly defined.

35. The Tribunal wishes to clarify that it cannot rule upon whether ground rent is payable under Section 27A of the Landlord and Tenant Act 1985, since ground rent is not a "service charge". Accordingly, the Tribunal makes no determination in relation to that sum.

36. In relation to service charges, the Respondent conceded in oral evidence that she was completely unaware of the requirements laid down by sections 20, 20B or 21B of the Landlord and Tenant Act 1985, recited above. She also conceded that she had accordingly never complied with any requirements of Section 20 or 21B, and that many of the charges demanded fell outside of the 18-month time limit prescribed by Section 20B. Her evidence was that she had always had a relatively informal relationship with the Applicant's predecessor in title and subsequently with the Applicant. In reply, the Applicant explained that he had only become aware of his statutory rights as a leaseholder some years after he bought the Property. By at least 11th June 2014, the Applicant had started to assert these rights, and again in 2021/2022 he requested that the Respondent comply with legal requirements when demanding payment.

37. As neither the Demand, the Buildings Insurance Demand nor the Fire Safety Demand complied with the requirements of Section 21B, the starting point would be that the amount payable would ordinarily be nil (irrespective of any other non-compliance issues). As such, there was no need for the Tribunal to enquire further in detail as to the timings of demands compared to when costs had been incurred (in relation to Section 20B) or the extent of any verbal or written consultation (in relation to Section 20).

38. Additionally, the Respondent was unable to point persuasively to any provisions within the Underlease whereby the Respondent was required to contribute specifically towards the Respondent's costs of fire safety compliance. The Applicant submitted that the provisions of the lease did not

deal with this point. The Respondent accepted at the hearing that the fire safety equipment had been installed after 1991 in response to developments in health and safety law.

39. However, under Section 27A(4)(a) of the Landlord and Tenant Act 1985, the Tribunal has no jurisdiction where the tenant has admitted that a service charge is payable. Under the case authority of *Triplerose Ltd v Bowles* (2022) UKUT 214 (LC), it was held that an admission of a sum payable, made in a Scott Schedule, counted as an admission for the purposes of S.27A(4)(a). Accordingly, the Tribunal considers that the Applicant admitted through the Scott Schedule that the following sums were payable and the Tribunal has no jurisdiction to reduce them any further:-

    The Demand

    25/03/2021 AD Damp Proofing Ltd - Damp treatment £250.00
    25/03/2021 AD Damp Proofing Ltd - Damp treatment £250.00
    10/04/2021 SB Waste Management Ltd - Skip £65.00
    22/04/2021 LMF Roofing - Replacement roof £250.00
    2013 -2022 Jason Emsley - Gardening £320.00

    (Sub-total £1135.00)

    The Buildings Insurance Demand £420.81

40. The Tribunal observes that any future demands for payment of service charges will only be payable by the Applicant in the proportions set out in the Underlease (and in particular that the Applicant is obliged to pay only 1/4 of the Respondent's costs of insurance). The Respondent informed the Tribunal during the hearing that she had made a separate application under the Landlord and Tenant Act 1987 for the Underlease to be varied in relation to the proportions in which the Applicant is required to contribute towards her costs by way of service charge.

Is it just and equitable to preclude the Respondent from recovering its legal costs of the application through the service charge?

41. Subject to any particular considerations of an individual case, the Tribunal will usually hold that it is just and equitable to grant a tenant's application under Section 20C Landlord and Tenant Act 1985 if the tenant is substantially successful in their main application.

42. As the Applicant has been almost entirely successful in his application under Section 27A, his application under Section 20C is granted in full. The Respondent confirmed she had not incurred any legal costs in relation to these proceedings in any event.

Should the Tribunal reduce or extinguish any administration charges sought from the Applicant by the Respondent?

43. Likewise, subject to any particular considerations of an individual case, the Tribunal will usually hold that it is just and equitable to grant a tenant's application under Commonhold and Leasehold Reform Act 2002, Schedule 11, Paragraph 5A if the tenant is substantially successful in their main application.

44. As the Applicant has been almost entirely successful in his application under Section 27A, his application under Paragraph 5A is likewise granted in full. The Respondent confirmed she had not incurred any legal costs in relation to these proceedings in any event.

Name: **Date: 16th March 2023**
Tribunal Judge L. F. McLean
Tribunal Member J. Faulkner FRICS

Rights of appeal

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).