



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference: CHI/00HE/PHC/2022/0019
Premises: 46 Sun Valley Park, St Columb Major,
Cornwall TR9 6RN

Applicant: David Powell
Representative: In person
Respondent: Steven Shepherd
Representative: In person
Type of Application: Mobile Homes Act 1983, Section 4–
Determination of a Question arising under
the Act or Agreement to which it applies

Tribunal Members: Judge A Cresswell (Chairman)
Regional Judge M Tildesley OBE
Mr R Brown FRICS

Date and venue of Hearing: 8 March 2023 at Plymouth
Date of Decision: 15 March 2023

DECISION

The Application

1. On 1 October 2022, David Powell, the site owner, made an application to the Tribunal for the determination of a question, namely the amount the Respondent should pay for electricity.

Summary Decision

2. The Tribunal has determined that the Respondent is required to pay for electricity resold to him by the Applicant at the discounted rate paid by the Applicant.
3. The Tribunal makes the following directions:

- a. **The Respondent is ordered to pay to the Applicant the sum of £484.20 for the period to the invoice of 12 February 2023 within 14 days of the date of this Decision.**
- b. **When seeking payment from the Respondent for resold electricity, the Applicant is to charge the sums he actually pays himself for that electricity by way of daily charge and units used, i.e. after the application of any discounts.**
- c. **The demands made of the Respondent are to be accompanied by a copy of the relevant bill(s) from the electricity provider.**
- d. **The Respondent is to pay the sums demanded within 14 days of the receipt by him of the demands, which date will be 16 days after the date of sending same to him.**

Inspection

4. The Tribunal did not inspect the property.

Directions

5. Directions were issued on 16 January 2023 and 2 March 2023.
6. The Tribunal directed that the parties should submit specified documentation to the Tribunal for consideration, including a schedule of relevant demands and payments and discounts and a selection of bills. This determination is made in the light of the documentation submitted in response to those directions and the evidence and submissions made by the parties at the hearing.
7. The parties confirmed at the end of the hearing that they had been able to say all that they wished to say to the Tribunal.

The Law

8. The law is contained primarily in Mobile Homes Act 1983. Under Section 4, a Tribunal has jurisdiction to determine any question arising under the Act or any agreement to which it applies.
9. The relevant law is set out below:
Mobile Homes Act 1983, as amended
Section 2(1): In any agreement to which this Act applies there shall be implied the terms set out in Part 1 Schedule 1 to this Act; and this subsection shall have effect

notwithstanding any express term of the agreement.

Section 4:

- (1) In relation to a protected site *in England*, a tribunal has jurisdiction--
 - (a) to determine any question arising under this Act or any agreement to which it applies; and
 - (b) to entertain any proceedings brought under this Act or any such agreement, subject to subsections (2) to (6).
- (2) Subsection (1) applies in relation to a question irrespective of anything contained in an arbitration agreement which has been entered into before that question arose.

Housing Act 2004

Section 231A Additional powers of First-tier Tribunal and Upper Tribunal

- (1) The First-tier Tribunal and Upper Tribunal exercising any jurisdiction conferred by or under the Caravan Sites and Control of Development Act 1960, the Mobile Homes Act 1983, the Housing Act 1985 or this Act has, in addition to any specific powers exercisable by them in exercising that jurisdiction, the general power mentioned in subsection (2).
- (2) A tribunal's general power is a power to give such directions as the tribunal considers necessary or desirable for securing the just, expeditious and economical disposal of the proceedings or any issue in or in connection with them.
- (3) [Directions under the Housing Act 2004]
- (4) When exercising jurisdiction under the Mobile Homes Act 1983, the directions which may be given by the tribunal under its general power include (where appropriate –
 - (a) directions requiring the payment of money by one party to the proceedings to another by way of compensation, damages or otherwise;
 - (b) directions requiring the arrears of pitch fees or the recovery of overpayments of pitch fees to be paid in such manner and by such date as may be specified in the directions;
 - (c) directions requiring cleaning, repairs, restoration, re-positioning or other works to be carried out in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions;

(d) directions requiring the establishment, provision or maintenance of any service or amenity in connection with a mobile home, pitch or protected site in such manner as may be specified in the directions.”

10. In **Elleray v Bourne** [2018] UKUT 0003 (LC), the Upper Tribunal advised:

“Despite the apparent breadth of section 4, a power to determine questions or entertain proceedings is not the same as a power to grant specific remedies. The FTT has no inherent jurisdiction and may only make such orders or grant such remedies as Parliament has given it specific powers to make or grant. Although it is rather strangely described as part of a “general power” to “give directions”, in section 231A(4)(a) of the Housing Act 2004 Parliament has given the FTT a specific power to require the payment of money by one party to the proceedings to another. Such “directions” may be given where the FTT considers it necessary or desirable for securing “the just, expeditious and economical disposal of the proceeding.” The use of the word “directions” in this context might give the impression that section 231 A (2) is concerned only with procedural matters. It is clear from section 231 A (4), however, that the power to give directions is a power to make substantive orders, including for the payment of money, the carrying out of works, and the provision of services.”
11. In **Away Resorts Limited v Morgan** (2018) UKUT 0123 (LC), the Upper Tribunal said this:

The power to grant additional remedies is exactly what section 231A, Housing Act 2004 provides.
12. In **Wyldecrest Parks (Management) Ltd v Santer** (2018) UKUT 0030 (LC), the Upper Tribunal suggested that the policy of the legislation was that most mobile homes disputes should be dealt with in tribunals rather than courts because of their greater expertise and accessibility and lower cost. The enhanced powers conferred by section 231 A, Housing Act 2004 were consistent with that policy since they reduced the risk that proceedings to resolve disputes may be required to be commenced in more than one forum.
13. *“The language of section 4 of the 1983 Act is very broad, and the powers conferred by section 231A of the 2004 Act are extensive and expressed in general terms. It*

should therefore be taken that (with the exception of disputes over termination) the proper forum for the resolution of contractual disputes between park home owners and the owners of protected sites in England is the FTT.”

Direction to Pay Money

The Law

14. The Tribunal must take account of judicial guidance when exercising its power to direct the payment of money by way of compensation, damages or otherwise under Section 231 A (2) Housing Act 2004.

15. There is the following guidance:

MILNER v CARNIVAL PLC (TRADING AS CUNARD) [2010] EWCA Civ 389
Lord Justice Ward:

The measure of damages

It is trite law that the measure of damages is such compensation as will place the claimants, so far as money can do so, in the same position as they would have been in had the contract been properly performed. The task is to compare and contrast what was promised and what was received, acknowledging that money cannot truly compensate for this deficit. As Lord Morris of Borth-y-Gest observed in *Parry v Cleaver* [1970] A.C. 1, 22, "But a money award is all that is possible. It is the best that can be done." Doing the best one can is hardly the most enlightening guidance for those who have to perform the task, but I am not sure I can improve upon it.

The Agreed Background

16. The Tribunal has been supplied with the Written Statement under the 1983 Act.

17. The Statement provides as follows:

3 Occupier's Undertakings

To pay outgoings (b) To pay and discharge all general and/or water rates which may from time to time be assessed charged or payable in respect of the mobile home or the pitch (and/or a proportionate part thereof where the same are assessed in respect of the residential part of the park) and charges in respect of electricity gas water telephone and other services.

18. The Respondent accepted that the figures detailed in the schedule provided by the Applicant, and described briefly in paragraph 6, above were correct. He accepted

that he was required to pay both the daily charge and unit price for electricity consumed at his unit.

19. The only issues remaining are whether the Applicant can retain the value of the discounts he has on the electricity bills and whether the Applicant ought to have contracted for 3 years rather than one when given the choice by British Gas in January 2021.

Electricity Charges

The Applicant

20. The Applicant says that electricity is invoiced on or around each quarter.
21. Invoices are calculated by reading the meter and adding the daily charge as can be seen by attached copies of Invoices sent. The Applicant reads the Meter on or about the 7th of the month every quarter. He then calculates the units used by that resident and that is multiplied by the unit price which includes the pass through of 5% VAT which totalled 51p per unit during the contract period 22 January 2022 - 21 January 2023. The daily charge which is also on a fixed contract is proportionally adjusted by the number of connections currently connected. This is calculated by adding the number of days since the last invoice and multiplying it by the proportions set out above. He then adds the daily charge to the first figure.
22. He did not used to include the daily charge as itemised on the bill, but it has always been calculated to the same effect. The reason for this change was in an effort to be more transparent.
23. The Respondent is consistently not paying for the electricity he is using. Some of the historic invoices now have a paid stamp across them. This was done by the accounts assistant as the Respondent would send random sums of money with no reference, those sums were then allocated to the oldest owing invoice. Once sufficient funds were received to pay off that Invoice, a paid stamp was used. This does not mean that the invoice was paid in whole or on time. This can be seen through the Statement in the bundle.
24. Copies of the Respondent's Statement with account balance is in the bundle, taken from the computer records. The Statement shows invoices and payments for both Rent and Electricity. The Rent Invoices and payments are not in dispute. The Respondent currently owes the Applicant £450.37. The Respondent underpays without any explanation, this amount is now becoming significant. Most recently

the Respondent paid £47.04 after the electricity invoice was issued on 08 August 2022 for £158.13.

25. Also in the bundle is historic correspondence between the Applicant and Respondent and park managers; the Respondent refuses to sensibly engage to reach a resolution.
26. Given the historic nature of this issue the Applicant would like to ensure going forward correct amounts are paid when due or that the Respondent liaises with the Applicant in order to set up a payment plan.
27. The Respondent has asked for and been given copies of the relevant British Gas contract and has been offered the opportunity to install a direct supply with a supplier of his choice at his cost.
28. Sun Valley Park is a family business. The Applicant been a member of the NFSO/BH&HPA for over 30 years and takes great pride in his work following the guidance of his Trade association.
29. There is a typing error as the Applicant meant to refer to the British Gas contract letter dated 10 November 2021 sent with its application.
30. In response to the Respondent's original request a current invoice was given to him. The Applicant can then recall having a conversation with him, and having seen he had a number of days to pay the account he consequently accused the Applicant of stealing his money because he expected him to pay for electricity he had not yet paid for despite him having used said electricity. The Applicant then received a number of phone calls from British Gas asking to speak to Mr Shepherd. This alarmed him so he then redacted the account details on further documents. As the Applicant moved from variable tariffs to fixed term contracts only the contract was given as individual invoices didn't disclose any more relevant information.
31. Although the Respondent can't recall receiving the contracts, the Applicant produces a letter dated 30 November 2021 that was sent to all residents on that supply which was produced by the Applicant's daughter, Joanna Scott.
32. The Applicant acknowledges a miscalculation on invoice 7206; the number of units has been miscalculated and the invoice should have been for £42.36. Had this been brought to his attention, he would have immediately corrected it. In relation to the other invoices referred to by the Respondent, he cannot explain why the printer has omitted the meter readings as they display on his computer. The calculations are however correct and the subsequent invoice meter readings follow numerically.

33. He decided to make an application to the Tribunal.
34. The standing charge has always been charged, but the Applicant began to itemise it on the invoices for transparency.
35. Whilst under no obligation to find the best deal for the residents, the Applicant has always been mindful of the costs to residents. He understands that a representative of his, Jessica, spent many hours trying to obtain the best deal she could. However, the difficulty faced is that he has a commercial contract with his supplier which is the industry norm and out of his control. He has, however, been in contact with the local MP on this issue, but unfortunately between them they have been unable to make any changes in this respect.
36. In calculating the Respondent's electricity account, he followed the guidance from his Trade association as shown in the bundle. He also believes that his approach to the discounts he receives is supported by a Tribunal Decision and by the lack of reference to discounts within the government guidance about the requirement to pass on Energy Support to occupiers.
37. The balance as at 1 November 2022 is currently £562.34 (Statement in the bundle).
38. The Respondent has accused the Applicant of theft and harassment, both criminal acts that he categorically denies; in an effort to find a resolution, he has stepped back and let his managers attempt to resolve the issue. Neither has been able to engage sensibly with the Respondent.

The Respondent

39. He is paying for the electricity he is using, but not at the rate being charged (in lieu of documentation to support the charges made). The Applicant states that he is paying random amounts, but he has paid an obviously identifiable amount of 16p per unit, as noted by Jessica Powell Jones, his representative, in her correspondence 17 October 2019. All invoices (apart from two which have not been paid at all) have been paid at the rate of 16p per unit.
40. The Applicant states that he refuses to sensibly engage to reach a resolution. The current situation would not exist if the Applicant had been sensible back in March 2016 when he requested a copy of the British Gas bill to verify the calculations. That did not happen until 2021 and has thrown up a further possible issue. The annual Pitch Fee Review form states on page 10 that the site owner is obliged to provide, on request, documentary evidence in support and explanation of, amongst others, any charges for electricity. His request was ignored. He, therefore, ignored any

subsequent correspondence from the Applicant, most of which did not warrant a reply anyway. For example, he cannot sensibly engage when he is informed that some e-mails he sent "6" years ago do not seem clear.

41. Other than his request of March 2016, he does not recall asking for copies of the relevant British Gas contract. The British Gas document dated 10 November 2021 was only received 1 October 2022.
42. Examples of incorrect invoices are in the bundle. On 27 July 2017, he informed the Applicant that any future invoices that were not accurate/complete would not be paid and that he would not be going out of his way to inform the Applicant of such. His non-payment would be notification.
43. Invoice no. 7206 is, as far as he is concerned, an attempt to steal from him.
44. He does not respond or take very kindly to threats, either real or perceived. A piece of correspondence received sometime July 2020, not dated, shows that one of the Applicant's ideas to solve the situation was to take various actions that would result in his neighbours paying more for their electricity and then blame him. The only person to blame for the situation is the Applicant.
45. An email of March 2016 shows his comments regarding access to the meter box. No response was received.
46. In May 2019, there was a change from whole pence unit charge to one using two decimal places, with no explanation as to why.
47. In February 2021, there was the introduction of a daily charge with no explanation.
48. A document of August 2016 shows his comments regarding getting the best deal for the residents. Once again, there was no response. Why British Gas? The charge per unit (including daily charge), shown on his bill of 9 November 2022 is 53.8p. On checking with other residents, he found they are paying an average of 45p per unit. His is almost 20% more. He would like to see some evidence that the Applicant has attempted to secure a better deal, given that the residents have no say as to who their supplier is.
49. Attachment no. 10 at page 65 of the bundle indicates a choice of 1, 2 or 3-year fixed price deals to replace the deal ending 21 January 2021. The Applicant chose to go with the one-year option, when the three-year fixed price deal would seem to have been a no-brainer, a far better deal for the residents. Were any of the residents consulted? He knows that he wasn't.

50. The British Gas document clearly shows discounts available. Have these discounts been applied to the British Gas bill? If not, why not? If the discounts have been applied, are the residents being charged the pre- or post-discount amount? If the discounts have been applied and they are paying the pre-discount amount, that would negate the Applicant's claims that, due to regulations, he makes no money on their electricity when he so clearly does. He is receiving full payment from the residents and paying less to British Gas. The Respondent requires that his electricity bills are accurate pro-rata charges reflecting the units he has used, based on the amounts the Applicant has paid to British Gas.
51. The balance shown on the statement dated September 2022 is incorrect.
52. In summary, the reasons for his non- and part-payments are all down to the Applicant. The Respondent has no issues whatsoever, and never has had, in paying his bills, provided he receives accurate and timely invoices.

The Tribunal

53. The Tribunal deals here only with the issues remaining between the parties as detailed above in paragraph 19.
54. Section 44 Electricity Act 1989 deals with the following:
- Fixing of maximum charges for reselling electricity**
- (1) This section applies to electricity supplied to a consumer's premises by an authorised electricity supplier, that is to say, a person who is authorised by a licence or exemption to supply electricity.*
- (2) The Director may from time to time fix maximum prices at which electricity to which this section applies may be resold, and shall publish any prices so fixed in such manner as in his opinion will secure adequate publicity for them.*
- (3) Different prices may be fixed under this section in different classes of cases, which may be defined by reference to areas, tariffs applicable to electricity supplied by the authorised electricity suppliers or any other relevant circumstances.*
- (4) If any person resells electricity to which this section applies at a price exceeding the maximum price fixed under this section and applicable thereto, the amount of the excess shall be recoverable by the person to whom the electricity was resold.*
55. Section 44, accordingly, permits Ofgem to fix maximum prices for electricity and prohibits resale at a price exceeding the maximum price.

56. Ofgem issued a Direction on 29 January 2002 in accordance with Section 44(2) above. That Direction says this:
1. *A maximum resale price shall apply where gas or electricity supplied by any authorised supplier is resold by any person for domestic use, or for use in any form of accommodation (including that used for holidays).*
- Metered Supplies*
2. *Subject to the provisions of paragraph 4 below, the maximum price at which each unit of gas or electricity may be resold shall be the same price as that paid to the authorised supplier by the person reselling it.*
 3. *Where the maximum resale price is defined according to paragraph 2, and where a standing charge is payable to the authorised supplier in respect of any premises in addition to the charge for the actual fuel supplied in relation to any period, the standing charge shall be charged by the reseller to the persons to whom electricity or gas is resold on those premises pro rata with the amounts payable for units of gas or electricity. Where a person reselling gas or electricity supplied to him at any premises himself occupies any part of these premises or uses any part for providing common services, he shall be included in the pro rata sharing of the standing charge along with the persons to whom he is reselling gas or electricity.*
57. Paragraph 4, referred to above, deals with unmetered or estimated supplies. Paragraph 2 makes it clear that the maximum price at which each unit of gas or electricity may be resold **shall be the same price as that paid** to the authorised supplier **by the person reselling it**. (the Tribunal's emphasis).
58. Ofgem's Decision, which led to the above Direction includes the following at paragraph 3.11: *Ofgem has carefully considered the responses made regarding its proposals to change the methods by which electricity standing charges are recovered. Ofgem has a primary duty to protect the consumer, where appropriate through promoting effective competition. We remain of the view that the best way for Ofgem to meet this objective is via a cost pass-through.*
- Ofgem has therefore issued a direction which has the practical effect of allowing landlords in the domestic sector to charge no more, either for energy units or for standing charges, than they themselves have paid to the authorised supplier.*
59. Ofgem has issued guidance in a booklet, **The resale of gas and electricity guidance for resellers**, which was updated on 14 October 2005. The guidance

poses the following question and answer: *What is maximum resale price? The maximum resale price is the most that anyone can charge for resupplying gas or electricity which has already been bought from an authorised supplier. It is set by Ofgem. Anyone who charges more than the maximum resale price may face civil proceedings for the recovery of the amount overcharged, and may be required to pay interest on the amounts overcharged. From 1 January 2003 the maximum price at which gas or electricity may be resold is the same price as that paid by the person who is reselling it ("the reseller"), including any standing charges.*

60. The Applicant argues that he is entitled to keep the discount he obtains from payments via Direct Debit (7%) and the Online Renewal Discount of 10%. It is clear to this Tribunal that the reseller of electricity is not able to keep any profit from the purchase and resale of electricity because that is the clear guidance from OFGEM. The Applicant argues that the discounts are separate and distinct from the undiscounted charges made for the electricity, but this is to ignore two things. Firstly, the above guidance booklet says *From 1 January 2003 the maximum price at which gas or electricity may be resold is the same price as that paid by the person who is reselling it ("the reseller"), including any standing charges.* Here, the Applicant seeks to charge not the price he has paid, but rather the undiscounted price he has not paid.
61. Secondly, even if the Applicant was correct in isolating the undiscounted price and asserting that this was the proper charge to pass on at resale, this ignores the meaning of discount. A discount does not stand alone as some form of separate transaction, but rather acts to change the unit price by reducing it, such that the unit price is no longer the undiscounted price, but the discounted price. It is not a commission, but it is a discount.
62. The Applicant seeks to rely upon CHI/00LC/PHC/2020/0005: *"The Tribunal have concluded that the supplier has only applied a discount to the Respondent's electricity bill because the Respondent pays for its electricity by direct debit. That discount does not change the unit cost of the electricity... The Respondent has no legal obligation to pass on the benefit of the discount received from its supplier to the Applicants. The discount the Respondent received from its supplier is a discount for prompt payment... It would be inequitable for the Applicants, who pay for the electricity in arrears, to benefit from the discount received by the Respondent."*

63. With respect to what the Tribunal said in that case, this Tribunal must give the Decision which it believes correctly applies the law and has concluded that its view is the correct one. The earlier Tribunal, this Tribunal believes, incorrectly saw the discount as a sum of money given to the reseller, whereas the reality is that the money never left the supplier, but was used by it as a mechanism to alter its unit price and standing charge, which altered sums it then charged to the reseller. The Ofgem guidance under Section 44 of the 1989 Act prohibits the reseller from charging more than he himself pays.
64. The Applicant might argue that there is nothing to be gained by him in renewing online or paying by Direct Debit, but that is to ignore his duty to ensure that the cost of the electricity is reasonable. **In Mr and Mrs King and Others v Residential Marine Limited** (2021) UKUT 0309 (LC), the appeal against CHI/00LC/PHC/2020/0005, the Upper Tribunal said this at paragraph 59: *Where parties agree that one will buy some commodity from the other, and from no one else, if they do not agree what the price is to be English law will imply that the commodity will be sold at a reasonable price (King -v- King [1980] 41 P&CR 311). That common law solution is reflected in section 8 of the Sale of Goods Act 1979, which provides:*
- "8(1) A price in a contract to sell may be fixed by the contract, or may be left to be fixed in a manner agreed by the contract, or may be determined by the course of dealing between the parties.*
- (2) Where the price is not determined as mentioned in subsection (1) above the buyer must pay a reasonable price.*
- (3) What is a reasonable price is a question of fact dependent on the circumstances of each particular case."*
65. At paragraph 60, the Upper Tribunal said: *Mrs Osler did not disagree when I put it to her that on these normal contractual principles there must be implied into the agreement between the parties a term that the price at which electricity will be resold by the respondent to the appellants will be a reasonable price. A reasonable price does not mean a price set by the respondent. What the reasonable price is, is a question which arises under the parties' agreement and if the parties cannot agree what that price is, it can be considered and determined by the FTT under section 4, 1983 Act.*

66. The Respondent argues that in January 2021, when provided by British Gas with options of one, two or three-year fixed deals, the Applicant incorrectly chose the option of a one-year deal. That led, in turn to substantial increases in charges in subsequent years. Those substantial increases suited the Applicant, says the Respondent, because they increased the size of the discounts he was retaining. The Respondent said that it was, accordingly, in the interest of the Applicant to seek a more expensive option.
67. The Respondent provided no price comparators other than the British Gas letter of January 2021, which would allow the Tribunal to reach any sensible conclusion on comparable pricing. Nor was the Tribunal willing to accept the Respondent's assertion that it suited the Applicant to pay the highest rate, because there was no evidence to support a finding that such was his motive. Indeed, there was no evidence to support any impropriety on the part of the Applicant, who had acted in accordance with industry guidance and the findings of this Tribunal in CHI/00LC/PHC/2020/0005.
68. The Tribunal could see no reason to criticise the Applicant's decision to favour a one-year deal in January 2021 as this was a full year before the invasion of Ukraine and the consequent impact upon the energy market. The benefit of hindsight was not available to the Applicant.
69. The Respondent made clear in his email to the Applicant of 8 March 2016 that he required sight of the bills received before paying the Applicant's invoices to him for electricity. The Applicant asserted that he had always provided copies of new contracts to the occupiers. The Tribunal was unable, on the basis of the evidence available to it, to reach a firm conclusion on that issue, but the duty is wider than the provision of the contracts; if the person to whom the electricity is resold requests documentary evidence in support and explanation of charges for electricity, that person requires sight of the bill from the original supplier as a minimum.
70. Under paragraph 22 of Part 1 of Schedule 1 of the Mobile Homes Act 1983 (Implied Terms):
The owner shall—
(b) if requested by the occupier, provide (free of charge) documentary evidence in support and explanation of—

(ii) any charges for gas, electricity, water, sewerage or other services payable by the occupier to the owner under the agreement;

71. The Tribunal has used the figures agreed by the parties within the schedule provided to the Tribunal by the Applicant so as to assess what is due to the Applicant in unpaid sums.
72. The Respondent is ordered to pay to the Applicant the sum of £484.20 for the period to the invoice of 12 February 2023 within 14 days of the date of this Decision.
73. When seeking payment from the Respondent for resold electricity, the Applicant is to charge the sums he actually pays himself for that electricity by way of daily charge and units used, i.e. after the application of any discounts.
74. The demands made of the Respondent are to be accompanied by a copy of the relevant bill(s) from the electricity provider.
75. The Respondent is to pay the sums demanded within 14 days of the receipt by him of the demands, which date will be 16 days after the date of sending same to him.
76. The Tribunal appends its workings at the end of this Decision.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk 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.
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.

Appendix

The Tribunal's calculations