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

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| **Case Reference** | **:** | **BIR/00FP/LUS/2022/0001** |
| **Subject Properties** | **:** | **45-61 Coleridge Way (odd numbers) Oakham LE15 6GA** |
| **Applicant** | **:** | **Oakham Court RTM Company Limited** |
| **Representative** | **:** | **Property Management Legal Services Limited** |
| **Respondent** | **:** | **Orchid at Oakham Management Company Limited Ltd** |
| **Representative** | **:** | **Hegerty Solicitors** |
| **Type of Application** | **:** | **Application under section 94(3) of the Commonhold and Leasehold Reform Act 2002 Landlord and Tenant Act 1985 for the determination of the amount of accrued uncommitted service charges** |
| **Date of Hearing** | **:** | **30 October 2023** |
| **Tribunal Members** | **:** | **Deputy Regional Judge Nigel Gravells Graham Freckelton FRICS** |
| **Date of Decision** | **:** | **16 November 2023** |

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**DECISION**

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## Introduction

1 This is the Decision on four applications ancillary to the Applicant's application under section 94(3) of the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act') for the determination of the amount of any accrued uncommitted service charges payable by the Respondent to the Applicant pursuant to section 94(1) of the 2002 Act.

2 The dispute that prompted the section 94(3) application was settled on 27 October 2023.

3 However, for the purposes of the ancillary applications, it is appropriate to summarise the background to that dispute and its eventual settlement.

(a) The subject properties are nine leasehold apartments in a block forming part of a wider residential development in Oakham. The freeholder of the development, Whitelake Properties Investment Limited ('Whitelake'), is not a party to these proceedings since under the terms of the leases the Respondent management company was solely responsible for the management of the development.

(b) On 18 June 2021, pursuant to section 79 of the 2002 Act, the Applicant RTM company gave notices to Whitelake and to the Respondent, claiming the right to acquire the right to manage the subject properties. Both Whitelake and the Respondent indicated that they did not propose to give a counter-notice; and, pursuant to section 90(2) of the 2002 Act, the Applicant acquired the right to manage the subject properties on 25 October 2021 ('the acquisition date').

(c) However, despite a constructive and seemingly co-operative letter dated 22 July 2021 from the Respondent's solicitor to the Applicant, the Respondent failed to comply with its primary duty under section 94 of the 2002 Act to pay to the Applicant the accrued uncommitted service charges in relation to the subject properties 'on the acquisition date' or, as the Applicant argues, 'as soon after that date as is reasonably practicable'.

(d) On 6 June 2022 the Applicant sent a letter before action to the Respondent, requiring the Respondent to pay the accrued uncommitted service charges. (The Applicant also required the Respondent to comply with its duty to provide information in accordance with section 93 of the 2002 Act.) That letter and a number of follow-up letters appear to have received no response that properly addressed the substantive issues involved in compliance with section 94 of the 2002 Act.

(e) On 22 August 2022 the Applicant made an application to the Tribunal under section 94(3) of the 2002 Act for a determination of the amount of the accrued uncommitted service charges payable by the Respondent to the Applicant.

(f) On 31 August 2022 the Tribunal issued Directions for the conduct of the application. In particular, the Respondent was directed to provide (i) bank statements showing any balances in the service charge account and the reserve fund account and (ii) a statement setting out and explaining the Respondent's calculation (in accordance with section 94(2) of the 2002 Act) of any accrued uncommitted service charges. The Respondent provided a number of document piece by piece but failed to comply with the specific requirements of the Directions.

(g) On 30 September 2022 the Tribunal issued further Directions, requiring compliance by 7 October 2022 and indicating that failure to comply might result in the Tribunal barring the Respondent from further participation in the proceedings (pursuant to rule 9(3(a) and (7) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules')).

(h) The Respondent continued its piece by piece provision of documents but still failed to provide verified figures for (i) the balance in the service charge account *for the subject properties as at 25 October 2021*; (ii) the balance in the reserve fund account *for the subject properties as at 25 October 2021*; and (iii) the amount required to meet the costs incurred before the acquisition date in connection with the matters for which the service charges were payable in respect of the subject properties.

(i) On 12 October 2022 the Tribunal issued further Directions.

(j) On 6 February 2023 a video hearing was held but it was immediately apparent that the Respondent had still failed to provide the figures that would enable the Tribunal to determine the amount of the accrued uncommitted service charges payable by the Respondent to the Applicant.

(k) On the same date the Tribunal issued Directions, proposing that the Respondent pay to the Applicant a sum on account of the reserve fund and seeking to assist the Respondent in providing the required figures for the service charge account. The Tribunal stayed the proceedings for three months and required the parties to report back to the Tribunal before the end of that period. Although the Respondent paid the sum on account, correspondence from the Respondent stated that the required information 'is in the process of being obtained'.

(l) On 28 July 2023 the Tribunal issued yet further Directions, again requiring the Respondent to provide the verified figures referred to in subparagraph (h) above and again indicating that failure to comply might result in the Tribunal barring the Respondent from further participation in the proceedings (pursuant to rule 9(3(a) and (7) of the 2013 Rules).

(m) On 24 August 2023 the Respondent emailed the Tribunal with figures which purported to comply with the Directions but which in the view of the Applicant (and the Tribunal) did not.

(n) A further hearing was scheduled for 30 October 2023.

(o) In the meantime the managing agent appointed by the Applicant produced a report which sought to calculate a figure for the accrued uncommitted service charges. Although the Tribunal is not wholly persuaded that the methodology adopted and the resultant figure fully reflect the calculation envisaged by section 94(2) of the 2002 Act, the Respondent agreed to pay the specified sum and did so on 27 October 2023.

4 A video hearing was held on 30 October 2023. Following confirmation that the substantive dispute between the parties had been settled, the Tribunal considered four ancillary applications, namely –

(i) an application by the Applicant for an order for costs under rule 13(1)(b) of the 2013 Rules;

(ii) an application by the Applicant for an order for the reimbursement of fees under rule 13(2) of the 2013 Rules;

(iii) applications by the leaseholders of the subject properties under section 20C of the Landlord and Tenant Act 1985 ('the 1985 Act') for orders for the limitation of costs;

(iv) applications by the leaseholders of the subject properties under paragraph 5A of Schedule 11 to the 2002 Act for orders reducing or extinguishing liability to pay administration charges in respect of litigation costs.

5 The Applicant was represented by Cassandra Zanelli of Property Management Legal Services Limited. The Respondent was represented by John-Paul Tettmar-Saleh of Counsel. The leaseholders of the subject properties did not appear and were not represented.

6 Ms Zanelli made submissions on behalf of the Applicant in respect of the applications under rule 13 of the 2013 Rules; and Mr Tettmar-Saleh responded on behalf of the Respondent.

7 Mr Tettmar-Saleh made brief submissions on behalf of the Respondent in respect of the leaseholders' applications under section 20C of the 1985 Act and paragraph 5A of Schedule 11 to the 2002 Act. Ms Zanelli indicated that she was not instructed to represent the leaseholders (although she had included copies of their applications in the hearing bundle).

**Application under rule 13(1)(b)**

8 The power of the First-tier Tribunal to award costs is derived from section 29 of the Tribunal, Courts and Enforcement Act 2007, which, so far as material, provides –

(1) The costs of and incidental to—

(a) all proceedings in the First-tier Tribunal …

shall be in the discretion of the Tribunal in which the proceedings take place.

(2) The relevant Tribunal shall have full power to determine by whom and to what extent the costs are to be paid.

(3) Subsections (1) and (2) have effect subject to Tribunal Procedure Rules.

9 Rule 13(1) of the 2013 Rules provides, so far as material –

(1) The Tribunal may make an order in respect of costs only —

…

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

…

(iii) a leasehold case ….

10 Rule 1(3) of the 2013 Rules defines 'a leasehold case' as any case in respect of which the First-tier Tribunal has jurisdiction under any of the enactments specified in section 176A(2) of the 2002 Act. Those enactments include the 2002 Act itself, section 94(3) of which confers jurisdiction on the Tribunal to make determinations in respect of accrued uncommitted service charges.

11 The proper approach of the First-tier Tribunal to its jurisdiction under rule 13(1)(b) was set out by the Upper Tribunal in *Willow Court Management Company (1985) Limited v Alexander* [2016] UKUT 290 (LC) and endorsed very

recently in *Lea v GP Ilfracombe Management Company Limited* [2023] UKUT 108 (LC). In *Willow Court* the Upper Tribunal stated (at paragraphs 24-30) -

24. … An assessment of whether behaviour is unreasonable requires a value judgment on which views might differ but the standard of behaviour expected of parties in Tribunal proceedings ought not to be set at an unrealistic level. We see no reason to depart from the guidance given in *Ridehalgh v Horsefield* [1994] Ch 205 at 232E, despite the slightly different context. 'Unreasonable' conduct includes conduct which is vexatious, and designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an unsuccessful outcome. The test may be expressed in different ways. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or Sir Thomas Bingham's 'acid test' [in *Ridehalgh v Horsefield*]: is there a reasonable explanation for the conduct complained of?

25. It is not possible to prejudge certain types of behaviour as reasonable or unreasonable out of context, but we think it unlikely that unreasonable conduct will be encountered with the regularity suggested by Mr Allison and improbable that (without more) the examples he gave would justify the making of an order under rule 13(1)(b). For a professional advocate to be unprepared may be unreasonable (or worse) but for a lay person to be unfamiliar with the substantive law or with Tribunal procedure, to fail properly to appreciate the strengths or weaknesses of their own or their opponent's case, to lack skill in presentation, or to perform poorly in the Tribunal room, should not be treated as unreasonable.

26. We also consider that Tribunals ought not to be over-zealous in detecting unreasonable conduct after the event and should not lose sight of their own powers and responsibilities in the preparatory stages of proceedings. As the three appeals illustrate, these cases are often fraught and emotional; typically those who find themselves before the FTT are inexperienced in formal dispute resolution; professional assistance is often available only at disproportionate expense. It is the responsibility of Tribunals to ensure that proceedings are dealt with fairly and justly, which requires that they be dealt with in ways proportionate to the importance of the case (which will critically include the sums involved) and the resources of the parties. Rule 3(4) [of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2103] entitles the FTT to require that the parties cooperate with the Tribunal generally and help it to further that overriding objective (which will almost invariably require that they cooperate with each other in preparing the case for hearing). Tribunals should therefore use their case management powers actively to encourage preparedness and cooperation, and to discourage obstruction, pettiness and gamesmanship.

*The element of discretion in rule 13(1)(b)*

27. When considering the rule 13(1)(b) power attention should first focus on the permissive and conditional language in which it is framed: 'the Tribunal may make an order in respect of costs only … if a person has acted unreasonably….' We make two obvious points: first, that unreasonable conduct is an essential pre-condition of the power to order costs under the rule; secondly, once the existence of the power has been established its exercise is a matter for the discretion of the Tribunal. With these points in mind we suggest that a systematic or sequential approach to applications made under the rule should be adopted.

28. At the first stage the question is whether a person has acted unreasonably. A decision that the conduct of a party has been unreasonable does not involve an exercise of discretion but rather the application of an objective standard of conduct to the facts of the case. If there is no reasonable explanation for the conduct complained of, the behaviour will properly be adjudged to be unreasonable, and the threshold for the making of an order will have been crossed. A discretionary power is then engaged and the decision maker moves to a second stage of the inquiry. At that second stage it is

essential for the Tribunal to consider whether, in the light of the unreasonable conduct it has found to have been demonstrated, it ought to make an order for costs or not; it is only if it decides that it should make an order that the third stage is reached when the question is what the terms of that order should be.

29. Once the power to make an order for costs is engaged there is no equivalent of CPR 44.2(2)(a) laying down a general rule that the unsuccessful party will be ordered to pay the costs of the successful party. The only general rules are found in section 29(2)-(3) of [the Tribunal, Courts and Enforcement Act 2007], namely that 'the relevant Tribunal shall have full power to determine by whom and to what extent the costs are to be paid', subject to the Tribunal's procedural rules. Pre-eminent amongst those rules, of course, is the overriding objective in rule 3, which is to enable the Tribunal to deal with cases fairly and justly. This includes dealing with the case 'in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal.' It therefore does not follow that an order for the payment of the whole of the other party's costs assessed on the standard basis will be appropriate in every case of unreasonable conduct.

30. At both the second and the third of those stages the Tribunal is exercising a judicial discretion in which it is required to have regard to all relevant circumstances. The nature, seriousness and effect of the unreasonable conduct will be an important part of the material to be taken into account, but other circumstances will clearly also be relevant ....

12 At paragraph 43, the Upper Tribunal emphasised that rule 13(1)(b) applications '... should not be regarded as routine ...' and '... should not be allowed to become major disputes in their own right'. It seems therefore that the bar to unreasonableness is set quite high in that what amounts to unreasonableness must be significant and of serious consequence. However, the Upper Tribunal did not go so far as to state that rule 13(1)(b) costs should only be awarded in the most exceptional of cases.

13 The Tribunal considered the conduct of the Respondent in the substantive dispute against the background of the judicial guidance outlined above.

14 As noted above, in considering the first stage of the *Willow Court* test, the 'acid test' laid down by the Court of Appeal in *Ridehalgh v Horsefield* and adopted by the Upper Tribunal in *Willow Court* is whether there is a reasonable explanation for the conduct complained of.

15 Ms Zanelli offered a detailed examination of the chronology of the substantive dispute between the parties as outlined in paragraph 3 above. She argued that the only possible conclusion was that the conduct of the Respondent (primarily its persistent failure to comply with its statutory obligations and with the repeated Directions of the Tribunal) amounted to unreasonable conduct for which there was no reasonable explanation. In particular, she relied on the following matters –

(a) Throughout the relevant period the Respondent was not only legally represented by Hegerty Solicitors (and by Counsel at two hearings) but also employed Firstport Property Services Limited, one of the country's largest management agencies, as managing agent for the development that includes the subject properties.

(b) Although the Applicant specified an acquisition date (of the right to manage) that was more than four months after the claim notice was given to the Respondent, the Respondent failed to comply with its primary duty under section 94(4) of the 2002 Act to pay the accrued uncommitted service charges to the Applicant on the acquisition date.

(c) Nor, on any reasonable view, was payment made as soon after that date as is reasonably practicable. Payment was not made until more than two years after the acquisition date and then only because the Applicant's managing agent suggested a calculation of the amount payable.

(d) During those two years, and more particularly following the application to the Tribunal and the Tribunal's Directions, the Respondent failed to provide a calculation or the figures that would have enabled the Tribunal to calculate the amount payable. Moreover, various emails from the Applicant went unanswered.

(e) At no time did the Respondent provide the service charge account balance *in respect of the subject properties*. Various account balances were provided but these related to the whole development and did not always reflect the balance *as at the acquisition date*. Moreover, at no time did the Respondent address the question of the amount to be deducted from the service charge balance to meet the costs of service charge incurred before the acquisition date.

(f) The Respondent attended the first hearing in February 2023 without any notification that it was not in possession of the relevant figures.

(g) Although the Respondent agreed to the Tribunal's proposed way forward, following the hearing in February 2023 the Respondent made no serious attempt to implement those proposals.

(h) This continuing failure on the part of the Respondent led the Tribunal to issue repeated Directions, setting out what was required of the Respondent, and warnings that, in the event of non-compliance, the Respondent might be barred from further participation in the proceedings.

(i) The Applicant company's only source of funding is the service charge payments paid by the leaseholders of the subject properties. Service charge payments paid prior to the acquisition date were retained by the Respondent for more than two years after that date.

16 The Respondent's response was relatively brief and, in the view of the Tribunal, less than persuasive.

17 First, Mr Tettmar-Saleh submitted that the Respondent (reasonably) failed to pay the accrued uncommitted service charges because the amount was disputed. It is difficult to see how it could be said that the amount was disputed when neither party suggested *any* relevant figures – the Applicant because it did not have access to the figures and the Respondent because it failed to provide them. Of course the Respondent needed to know how much it was required to pay but it never came close to identifying the figures required to calculate the amount payable.

18 Second, Mr Tettmar-Saleh seemed to argue that the Applicant should have provided the relevant figures. That argument fails to recognise that only the Respondent had access to the information required to undertake the accounting exercise and calculation envisaged by section 94(2) of the 2002 Act. Although the Applicant's managing agent did eventually suggest an amount for the accrued uncommitted service charges (which the Respondent agreed and paid), as already noted, the Tribunal is not wholly persuaded that the methodology adopted and the resultant figure fully reflect the calculation envisaged by section 94(2).

19 Nonetheless, on the basis of those arguments, Mr Tettmar-Saleh submitted that there was a reasonable explanation for the failure of the Respondent to make payment to the Applicant.

20 However, as noted, the Tribunal finds the arguments made on behalf of the Respondent less than persuasive. On the contrary, for the reasons identified by Ms Zanelli, and applying the principles set out in the *Willow Court* case, the Tribunal finds that the conduct of the Respondent, albeit largely negative in nature, was unreasonable; and the Tribunal can find no reasonable explanation for that conduct. Accordingly, the threshold of the first stage of the *Willow Court* has been crossed.

21 The second stage of the test is whether an order for costs should be made. In *Willow Court*, the Upper Tribunal made it clear (at paragraphs 29 and 30) that this second stage involves the exercise of judicial discretion, subject to the Tribunal applying the 2013 Rules, including the overriding objective in rule 3 to deal with cases fairly and justly. In the view of the Tribunal, the Respondent's conduct was not only unreasonable but also had a material adverse effect on the Applicant and the leaseholders of the subject properties. For more than two years the Applicant company, whose only source of funding is the service charge payments paid by the leaseholders, was kept out of part of those funds, which were retained by the Respondent. Despite repeated attempts by the Applicant *and the Tribunal* to encourage and assist the Respondent to address its failings (and a clear indication from the Applicant that, if an application were made to the Tribunal, the Applicant would apply for rule 13 costs), the Respondent chose not to do so or – for reasons which are unclear – was unable to do so. In the view of the Tribunal, the conduct of the Respondent left the Applicant with no choice but to make the section 94(3) application and to pursue that application to a hearing. Moreover, as noted, the Respondent has been represented (both by lawyers and by a professional property management agent) from the very beginning; and it therefore does not have the excuse of being an unrepresented party. Taking all of these factors together, the Tribunal determines that it is appropriate to make a rule 13(1)(b) cost order.

22 The third and final stage of the *Willow Court* test is to decide the terms of the costs order. As with the second stage of the test, the third stage involves judicial discretion, which must be exercised having regard to all relevant circumstances, including but not limited to the nature, seriousness and effect of the unreasonable conduct. The Upper Tribunal also mentions some other potentially relevant circumstances, including whether the party behaving unreasonably was legally represented and the issue of causation.

23 As noted, the Respondent in this case has been legally represented throughout. If and to the extent that it is appropriate to be more indulgent towards an unrepresented party, the Respondent in this case is not entitled to such indulgence.

24 On the issue of causation, the Upper Tribunal in *Willow Court* stated (at paragraph 40) that the exercise of the power to award costs under rule 13(1)(b) is not constrained by the need to establish a causal connection between the costs incurred and the behaviour to be sanctioned. It follows that when deciding the terms of a cost order it is not a simple matter of the Tribunal working out the extra costs that have been caused by the unreasonable conduct, even as a starting point. Rather, the Tribunal needs to assess the terms of the cost order by

reference to all relevant circumstances, albeit that causation is one of those circumstances.

25 In the present case the Respondent's unreasonable conduct has been serious. The Respondent had numerous opportunities and considerable incentive to comply with its statutory duty but it failed to do so. Although there is no need to establish a causal connection between the costs incurred and the conduct to be sanctioned, causation is a relevant factor and it is clear that an overwhelming proportion of the costs incurred by the Applicant would not have been incurred if the Respondent had behaved reasonably.

26 The Applicant claims costs in the sum of £13,152.00 (inclusive of VAT) but that figure includes the application fee of £100.00 and the hearing fee of £200.00, which are considered separately under rule 13(2) of the 2013 Rules (see paragraphs 28-29 below). The Tribunal is therefore considering a rule 13(1)(b) costs claim in the sum of £12,852.00.

27 Looking at the costs claimed, Mr Tettmar-Saleh only argued that the hearing on 30 October 2023 was unnecessary and that the related costs should be disallowed. However, the Tribunal has determined that the hearing was necessary: the settlement of the substantive dispute only occurred on the day before the hearing and the Respondent indicated late afternoon on the same day that it would contest any rule 13(1)(b) costs claim. As to the other costs claimed, Mr Tettmar-Saleh made no challenges; and there are no items which the Tribunal considers to be obviously unreasonable either in nature or in amount. It is appropriate to take the amounts claimed by the Applicant and then consider what proportion it would be appropriate to order the Respondent to pay. Taking that approach, and exercising its judicial discretion, the Tribunal determines that, in the light of all the circumstances already considered, it would be appropriate to make an order in the full amount claimed. The Tribunal therefore orders the Respondent to pay rule 13(1)(b) costs in the sum of £12,852.00 (inclusive of VAT) to the Applicant.

**Application under rule 13(2)**

28 Rule 13(2) of the 2013 Rules provides –

> The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

29 The Applicant paid an application fee of £100.00 and a hearing fee of £200.00. The Tribunal has already found that the Respondent's conduct was unreasonable for the purposes of rule 13(1)(b). The Respondent did not seriously seek to argue that it should not have to reimburse the application and hearing fees. In the circumstances the Tribunal is satisfied that the Respondent must reimburse the application fee and hearing fee to the Applicant; and the Tribunal so orders.

**Leaseholders' applications under section 20C and paragraph 5A**

30 The leaseholders of the subject properties (who were not of course parties to the section 94(3) application) are concerned that the Respondent may seek to recover its legal costs from the leaseholders as service charge costs and/or administration charges. Although the Respondent no longer has the right to manage the block containing the subject properties, it does have the right to manage the development and to recover part of the costs of doing so through service charges payable by the leaseholders.

31 The leaseholders have therefore made individual free-standing applications under section 20C of the Landlord and Tenant Act 1985 for orders for the limitation of costs and under paragraph 5A of Schedule 11 to the 2002 Act for orders extinguishing any liability to pay towards the Respondent's costs in these proceedings as administration charges.

32 Both section 20C and paragraph 5A provide that the Tribunal may make such order on the application as it considers just and equitable.

33 The Tribunal is not persuaded by Mr Tettmar-Saleh's submission that it would not be just and equitable to make orders on either application. On the contrary, in the light of the Tribunal's determination on the rule 13(1)(b) costs application, the Tribunal is of the view that it would be wholly unjust and inequitable to allow the Respondent to recover its costs in this matter from the leaseholders of the subject properties.

34 The Tribunal therefore orders –

(i) that costs incurred by the Respondent in connection with the present proceedings before the Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charges payable by the leaseholders of the subject properties; and

(ii) that any liability of the leaseholders of the subject properties to pay an administration charge in respect of the Respondent's litigation costs in connection with the present proceedings before the Tribunal is extinguished.

**Summary**

35 The Tribunal orders the Respondent to pay to the Applicant rule 13(1)(b) costs in the sum of £12,852.00 (inclusive of VAT).

36 The Tribunal orders the Respondent to reimburse to the Applicant the application fee of £100.00 and the hearing fee of £200.00.

37 The Tribunal orders –

(i) that costs incurred by the Respondent in connection with the present proceedings before the Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charges payable by the leaseholders of the subject properties; and

(ii) that any liability of the leaseholders of the subject properties to pay an administration charge in respect of the Respondent's litigation costs in connection with the present proceedings before the Tribunal is extinguished.

**Appeal**

38 If a party wishes to appeal this Decision, that appeal is to the Upper Tribunal (Lands Chamber). However, a party wishing to appeal must first make written application for permission to the First-tier Tribunal at the Regional office which has been dealing with the case.

39 The application for permission to appeal must be received by the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

40 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(s) for not complying with the 28-day time limit. The Tribunal will then consider the reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

41 The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking.

16 November 2023

Professor Nigel P Gravells
Deputy Regional Judge