FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CHI/19UD/PHI/2023/0127-0164**
Property	**:**	**Properties at Deer's Court, Horton Road, Three Legged Cross, Wimborne BH21 6SD, as per attached list,.**
Applicant	**:**	**Deer's Leap Limited**
Representative	**:**	**Mr. John Clement I.B.B. Law**
Respondents	**:**	**Park Home owners of the properties as per the attached list, represented by Deer's Court Resident's Association.**
Representative	**:**	**Mr. John Bilton**
Type of Application	**:**	**Application for determination of new level of pitch fee, pursuant to Paragraph 16 of Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act 1983 (as amended.)**
Tribunal	**:**	**Judge T.Hingston**
	:	**M.J.F.Donaldson FRICS**
	:	**P. Smith FRICS**
Date of Hearing	**:**	**27th October 2023**
Date of Decision	**:**	**2nd December 2023**

DECISION OF THE TRIBUNAL: -

The Tribunal found that there was good reason to depart from the presumption that the pitch fees should be increased in January 2023 by the same percentage as the RPI during the relevant period, and determined that the increases should be limited to 10% . Accordingly the pitch fee for the properties listed in the Response is determined as follows: - Previous pitch fee: £263.38 per month
Pitch fee as of 01.01.23 : £289.72 per month.

BRIEF BACKGROUND.

1. Deer's Court is a Park Homes site in an attractive rural location close to Three Legged Cross, Dorset. Deer's Leap Limited took over the park in 2019, at which time there were only 5 occupied pitches. Since then the number of residents has gradually increased, so that (of the total 69 pitches) the majority are now occupied.

2. The Review date for the pitch fees on this site is agreed as the 1st of January.

3. In respect of the 2023 Pitch Fee Review, the appropriate Notice, giving all necessary information and with the prescribed 'Pitch Fee Review Form' attached, was sent (by first class post) to the Respondents on the 28th of November 2022. This is deemed to be 'served' a minimum of 28 days before the review date, as required by Paragraph 17(2) of Schedule 1, Part 1, Chapter 2 of the Mobile Homes Act 1983 (as amended) (hereafter referred to as 'The Act'.)

4. The Application (under Paragraph 17 (4) of the Act) for determination by the Tribunal was made after the end of the period of 28 days beginning with the review date, and within 3 months of the Review date (i.e. on 29th March 2023), as required by Paragraph 17(5).

5. Various Directions were made for progressing the case, and the matter was listed for Inspection on the 26th of October 2023 and Hearing on the 27thOctober 2023.

6. There is a Qualifying Residents' Association, which was recognised by letter from Deer's Leap Limited (Royale Life) dated 14th March 2022. Mr. David Bilton, as Secretary of the Residents' Association, dealt with the Inspection and hearing on behalf of all interested occupiers.

RELEVANT LAW.

7. Much of the relevant law is contained in the Mobile Homes Act 1983 (as amended) (as above), and in Schedule 1 Part 1 Chapter 2 of the said Act, which sets out the 'Terms implied by the Act'.

8. Section 1(1) of the Act provides:

> *This Act applies to any agreement under which a person ("the occupier") is entitled –*
> *a To station a mobile home on land forming part of a protected site, and*
> *b To occupy the mobile home as his only or main residence.*

9. Paragraph 29 of the Schedule 1 Part 1 Chapter 2 defines the 'pitch fee' as follows: -

"*...the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts".*

10. Paragraph 17 provides for annual review of the pitch fee (as above.)

11. Paragraph 18(1)(a) states that : -
"*When determining the amount of the new pitch fee particular regard shall be had to... in the case of a protected site in England, any deterioration in the condition, and any decrease in amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deteriorate or decrease for the purposes of this subparagraph)".*

12. Paragraph 18(1)(ab) states that in the case of a protected site in England, the Tribunal must consider whether there has been any '*reduction in the services*' that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (i.e. 26 May 2013), in so far as regard has not previously been had to that reduction or deterioration for the purposes of that subparagraph.

13. Paragraph 20(A1) of the statutory implied terms in Schedule 1 of the Act (as amended) states: -
"*Unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index (RPI) calculated by reference only to (a) the latest index, and (b) the index published for the month which was 12 months before that to which the latest index relates".*

(Note: Although this paragraph has now been amended - on 2 July 2023 - by the Mobile Homes (Pitch Fees) Act 2023 to change the basis of pitch fee increases in England from RPI to CPI, the legislation is not retrospective.)

14. The effect of the statutory presumption is that once the Tribunal is satisfied that an Applicant has properly complied with the requirements for a pitch fee review, the burden of proof falls on the Respondent(s) to persuade the Tribunal that it should depart from the statutory presumption when determining the new pitch fee for the year in question.

15. In *Vyse -v- Wyldecrest Parks (Management) Limited 2017 [UKUT] 24*, the Upper Tribunal held that if none of the matters raised in paragraph 18(1) of the statutory implied terms applies and would justify departing from the statutory presumption, then the statutory presumption arises and the Tribunal must consider whether any "other factor" should displace it. The Upper Tribunal held that : -
"*...by definition, this must be a factor to which considerable weight attaches...*" in order to outweigh the statutory presumption.

INSPECTION

16. The Tribunal inspected the whole of the site on the morning of 26th October 2023, accompanied by Ms. Sharon Reach (Operations Manager for Deer's Court/Royale Life, the Applicants) and Mr. David Bilton (on behalf of the Respondents). Ms. Reach and Mr. Bilton were able to point out any relevant features, facilities or alleged defects on the site to the Tribunal members during the visit.

17. Amongst other things the Tribunal viewed the boundary fencing, the empty plots/pitches, the vacant mobile home which is used as a temporary Residents' cafe, and the gas (LPG) and electricity infrastructure.

HEARING.

18. The Hearing was held at Havant Justice Centre on the 27th of October 2023. Mr John Clement of IBB Law attended via video link, representing the Applicants; Ms. Reach also attended by video link, and Mr. Bilton appeared via video link on behalf of the Respondents.

19. A bundle had been provided to the Tribunal as directed, and the PDF version had been copied to all parties. The Tribunal was disappointed that the first 500 pages of documents, which had been submitted on behalf of the Respondents, was not paginated.

20. It was also unsatisfactory that Mr. Bilton had neither read the Applicant's case online nor requested a hard copy of the bundle, and there was no single Statement of Case filed on behalf of the Resident's Association. Nevertheless, a large number of residents had filed individual detailed submissions, setting out their objections to the amount of the pitch fee increase and providing exhibits and attachments in support of their case.

21. With the agreement of all concerned the Tribunal adjourned for a short period to enable Mr. Bilton to read the Applicant's Reply to the matters raised by the residents.

22. The objections to the pitch fee increase were effectively dealt with under different headings in accordance with the various different points raised.

APPLICANT'S POSITION.

23. Firstly, it was confirmed that the current application proceeds on the basis of the RPI of 14.2% being the appropriate starting point for any pitch fee review. The RPI figure for October each year (published annually in November) has been used for calculating the annual pitch fee review in the past.

24. Mr. Clement also submitted that the Tribunal had no jurisdiction to deal with complaints relating to matters outside the terms of the agreement made between owners and occupiers.

25. The Applicant's case was that there had been no deterioration in condition, decrease in amenity or reduction in services during the relevant 12-month period (in relation to the Paragraph 18 considerations as above), and that therefore there was

no justification for departing from the statutory presumption of an increase in line with the Retail Price Index.

26. On behalf of the Applicants it was not conceded that any of the residents' objections and complaints amounted to a 'weighty' enough factor to rebut the presumption.

RESPONDENTS' CASE – OBJECTIONS TO PITCH FEE INCREASE.

27. The Respondent's case was put forward both in documentary submissions and by oral evidence from Mr. Bilton during the hearing. Essentially, the objections from the residents/occupiers fell under the following headings: -

a) Unfinished building-works/disruption from ongoing building works/ condition of unoccupied pitches.
Many of the residents stated that they had suffered noise nuisance and disruption as a result of ongoing works, which included machinery being used to break up existing areas of hard-standing and then works for the re-laying of further or additional pads of concrete. There was concern about flooded and incomplete pitches left amongst the occupied mobile homes, and about possible Health and Safety issues with electricity cables etc. being left 'uncapped' on the vacant plots.

b) Security/ Boundary fencing.
It was accepted by all parties that there had been two incidents in December 2022 when thieves had come onto the site and stolen LPG gas bottles from outside properties on the Eastern boundary (in Hawthorn Avenue and Beech Tree Rise). The residents complained that although the site had been advertised and described to them as a 'secure, gated community', the South and Western boundaries consist only of post-and-rail fencing and the Eastern boundary is completely open, with nothing but a length of rope separating the site from the field beyond. Despite assurances from the management company the gate at the far end of this field is not secure, and the Respondents produced recent video and photographic evidence [John Biggs, Bundle Page 95, link to video of the gate dated 18.07.2023] to show that there is no apparent lock on it at all.
The evidence was that there were security guards on duty at the site some of the time during the previous 3-4 years, but coverage was not consistent or constant.

c) Lack of amenities – Swimming pool(s), gym, and Residents' coffee lounge/cafe.
The residents all mentioned that they had bought their mobile homes on the understanding that there would be swimming-pool(s), a gym and a Resident's cafe on the site in due course. These facilities were an important factor in their decision to purchase property at Deer's Court. The advertising, the hoardings and the publicity all referred to them, but when new residents asked when the amenities were going to be built they were given vague assurances and promises, and nothing ever happened. Letters, Newsletters and other documents were produced to show that the Applicants had repeatedly indicated that the facilities *would* be built. To date there is still no pool, gym or resident's cafe: there is one unoccupied mobile home which can be used by residents for meetings etc. if they obtain a key from the site office.

d) Lack of amenities – country park with trails, dog-walking facilities etc.
Similarly, many of the residents had been attracted to Deer's Court because it boasted that: - '*Residents will have exclusive use of a 34-acre Country Park offering wonderful walking trails in the heart of private Heath Land which is teeming with wildlife – purely for the benefit of residents!*' (See Royale Life Deer's Court promotion document, page 283 of the bundle.)
The evidence was that the land in question (which is sometimes referred to as the 'Roegarnet Bungalow site') is on the opposite side of Horton Road from Deer's Court, and all parties agreed that it does belong to Deer's Leap Limited. (Land Registry records apparently confirm this fact.) However, this particular plot of land has not been developed as a Country Park and residents have no access to it.

e) Electrical faults
A number of residents raised concerns about the electricity supply, as they had had problems both with their individual supply cutting or 'tripping' out and with interruptions in the main supply from the junction boxes situated around the site. It was suggested that some of these problems could have been caused by water leaking into the system. There were also complaints that the doors of the junction boxes were not well maintained. Mr. Bilton questioned whether the appropriate Electricity Safety certificates were up-to-date.

f) Gas
Many residents were unhappy that they were reliant upon large bottles of liquid petroleum gas (LPG), which they found difficult to manage. The owners had eventually installed underground bulk tanks for LPG, which could then be piped directly to the properties, but this system was not yet fully operational.

g) Flooding/soakaways.
Many of the residents complained about flooding and surface water, which affected their safety, use and enjoyment of their pitches in various different ways. It was submitted that there were insufficient working soakaways to deal with heavy rainfall, and that empty plots in particular were often full of water. In addition there was a drain which had been leaking water over the road surface in Juniper Way for some time, causing staining to the tarmac and a Health and Safety risk in freezing weather.

h) Fire breaks.
Some residents pointed out that there had been inadequate or non-existent fire-breaks outside the perimeter fence, with trees and brush growing right up to the boundary. (Note: At the time of the Tribunal inspection, it was pointed out that a suitable fire-break had been created along the Western boundary.)

i) Management failings.
Several of the residents complained that the management staff had been unhelpful and uncommunicative, and in some cases it was said that there had been bullying and harassing behaviour by the managers towards them.

28. In the light of the above complaints and difficulties, it was argued by the Respondents that a 14.2% increase in pitch fees could not be justified. Mr. Bilton submitted that many residents would struggle to pay the fees despite an increase in their pensions, because of the recent rise in the cost of living, and he asked that the statutory RPI presumption should be set aside.

29. As to the argument that the position had not changed nor the amenities deteriorated during the last year, and that the residents should have raised any objections at the 2022 Pitch Fee Review but had not done so, Mr. Bilton pointed out that in January 2022 the increase in RPI was only about 4%. He also submitted that the residents were discouraged by the general lack of response from the management and found it difficult to challenge the figures individually.

APPLICANT'S REPLY.

30. The Applicant dealt with the residents' complaints under the headings as follows:

a) Unfinished building-works/disruption from ongoing building works/ condition of unoccupied pitches.
Ms. Reach gave evidence that there were only 5 occupied pitches when the Applicant Company took over the site, and that all residents had been aware when they purchased their homes that it was a 'development site.' Inevitably there had been some disruption over the years, but the net result was that nearly all pitches were now occupied and overall the site had improved rather than deteriorated, with mature and well-maintained grounds. It was said that the plots under construction were generally kept in a safe and tidy condition: electricity cables etc. were not live or connected until a mobile home was installed. Residents were aware that they should not go onto empty plots whilst works were ongoing.
The Tribunal was told that, in fact, the Pitch fee had been waived in the year 2020 – 2021 because of the disruption from major works during the early months of the site being developed.

b) Security/ Boundary fencing.
Mr. Clement submitted that there was no term in the agreement which obliged the Applicant landlords to provide a 'secure, gated community.' It was said that there had been no '*deterioration in the condition', 'decrease in amenity'* or '*reduction in the services'* in this regard: the position had been the same from the outset; security guards had been present during the relevant period, and the stolen gas bottles had been replaced by the company free of charge.
It was conceded that there was a boundary dispute in respect of land on the Eastern boundary, and for that reason no permanent fence could be erected in that location.

c) Lack of amenities – Swimming pool(s), gym, and Residents' coffee lounge/cafe.
It was argued that the Respondents had to show that there had been a *reduction* in amenities, and there could not be a reduction in something that had never existed. Mr. Clement submitted that any letters or communications which appeared to indicate that the pool, gym and cafe would be built were simply 'generic' documents: there was nothing in the original agreement between the parties which obliged them to provide such facilities.

d) Lack of amenities – country park with trails, dog-walking facilities etc.
The Respondent's submission on this topic was similar to the above: there was no contractual obligation to provide such an amenity, and there had been no 'reduction' or 'deterioration' because the amenity had never existed in the first place.

It was also said that the Applicant had previously informed the residents that the land would not be developed as a country park because of Health and Safety concerns.

e) Electrical faults
Mr. Bilton had queried whether the Electrical Installation Certification and Condition Reports were up-to-date. Ms. Reach gave evidence that the certification was in order; the Inspector had attended the site recently and the EICR was not due for renewal until 2024. Mr. Clement submitted that the landlords had complied with their obligation to provide an electricity supply and there had been no deterioration in that supply.

f) Gas
Mr. Clement confirmed that the long-term plan was to replace individual gas bottles with a piped supply from bulk underground tanks of LPG to all properties. The tanks had been approved and installed, but the pipework was still under construction. The landlord's obligation under the terms of the agreement was to provide a gas supply: the type was not specified, It was submitted that, if anything, the gas provision was improving rather than deteriorating.

g) Flooding/soakaways.
In response to complaints on this issue, it was said that any leaks were repaired, and that occasional flooding after heavy rain was not representative of any change or deterioration over the years. All parties appeared to agree that the issue with the leaking man-hole cover in Juniper Drive had been ongoing for some time, and that it had persisted despite attempts to fix it.

h) Fire breaks.
It was submitted that there had been no complaints nor issues raised as to the adequacy of the fire-break during the relevant period, and that there had been no suggestion from the Council that the Applicants had failed to comply with their responsibilities in this regard. There was no 'deterioration' in condition or 'decrease in amenity' in any event: the position had improved in recent months with cutting back of brush and undergrowth.

i) Management failings.
Although the residents asserted that communications with the landlord company were poor, Mr. Clement submitted that there had been no change in the relationship: regular Newsletters were issued and it was not a matter that was relevant to the pitch fee review in any event.

31. Overall, it was submitted that there was no failure to comply with any of the terms of the agreements with residents, no change in the services and amenities, and no suggestion that the landlords had failed to comply with the terms of their site Licence from the local authority in any respect. It was therefore said that there was no good reason to depart from the presumption of a pitch fee increase in line with the RPI.

FINDINGS.

32. The Tribunal took account of all the evidence as to the condition of the site both in the past and at the present day, together with submissions and documentation from all concerned as to the objections and complaints set out above.

33. There were some other issues raised by residents, describing faults and failings both with their individual pitches and with the site in general, but the Tribunal did not find that any of these factors of themselves were sufficient to displace the presumption that the pitch fee increase should be in line with RPI.

34. The Tribunal recognised that the relevant Local Authority (Dorset County Council) was obliged to have regard to the 'Model Standards 2008 for Caravan Sites in England' when imposing conditions for a site licence, and account was taken of those standards when considering some of the complaints raised by residents, but there was no evidence that the landlords had been found to be in breach either of any of their licence terms or of the basic terms of their agreements with the tenants.

35. On the basis of the evidence, the Tribunal was not satisfied that there had been any '*deterioration'* or '*reduction'* in condition, services or amenities at Deer's Court (within the meaning of Section 18 of the Act) during the relevant period (1st January - 31st December 2022) such as to make it unreasonable for the presumption to apply.

36. Accordingly, the Tribunal then proceeded to consider whether the pitch fees should increase at all, and if so, whether the residents had established that some other, weighty factor should displace the statutory presumption in this particular case, as per the ruling in *Vyse -v- Wyldecrest Parks (Management) Limited 2017 [UKUT] 24*,

37. In the particular circumstances the Tribunal was satisfied that it was reasonable for the landlords to seek a rise in pitch fees because of the rise in general costs and outgoings, but it was found that the statutory presumption was rebutted, due to factors of very considerable weight as set out below.

38. Firstly, the pitch fees at Deer's Court had originally reflected the level of amenity which was supposedly included, because the pitches had been sold on the basis that they were on a 'secure, gated site', with a swimming pool (or pools), a gym, a residents' lounge/cafe and a country park for walking in.

39. Secondly, the Tribunal found that the purchasers of the Deer's Court 'bungalows' had a reasonable expectation that, although certain facilities were not yet constructed when they moved in, the landlords were committed to providing them in due course. The advertising boarding outside Deer's Court proclaimed : '**Coming soon: Coffee Lounge, Indoor swimming pool, Gymnasium'.**

40. Thirdly, it was not merely the pre-purchase publicity, the advertising brochures, or the bill-boards that suggested the park would benefit from the extra amenities: the managers and their representatives repeatedly gave direct assurances (both verbal and in writing) that the facilities would be built/created in the near future. The residents therefore waited patiently, relying upon those assurances, and refrained

from taking any action; thus (arguably) acting to their detriment by not challenging the annual pitch fee increases.

41. The evidence that supports this contention, by way of direct assurances from the landlords to the residents, is as follows (key points highlighted in bold) : -

i)Letter dated 19.12.2019 from Emma Smith of Royale Life to all Residents, stating that: -
*'**Boundary fence…**'* to the East '*…has been measured and contractors instructed once boundary is clarified. **Installation to take place in January 2020**.'*

ii) Letter dated 17.04.2020 from Emma Smith of Royale Life to Mr. and Mrs. Philpott of 2 Hawthorn Avenue, stating that: -
'*…as from the week commencing 20th April 2020 we **will be** installing a **stable fence** the length of the left-hand (Eastern) side of the development.'*

iii) Letter dated 02.07.2020 from Royale Life to all residents stating that they will have:-
'*…exclusive use of a 34-acre **country park** offering wonderful walking trails in the heart of private Heath Land which is teeming with wildlife – purely for the benefit of residents!'* [Page 277 of the bundle].

iv) Letter dated 05.11.2020 from Pinder Reaux, solicitors for Deer's Leap Limited, as part of the Royale Group, to all residents [Page 13 of the bundle], stating that, in respect of the:-

'*…forthcoming amenities, to include **gym, pool and coffee lounge**…'*

*'…the Company **will** commence work…by the end of this year and will work to complete the same expeditiously (subject to Covid 19 restrictions.)'*

*'The Company **will** place the amenities on the nearby Roegarnet Bungalow site, which is situated across from the Park. This step also serves to ensure that any delay caused by current/future Covid risks is minimal, as the Company's building teams will not need to be in close proximity to you and your homes, and so suitable social distancing measures can be maintained at all times, thereby mitigating any possible delay to works.'*

v) Deer's Court 'Newsletter' dated 10.11.2020, which states that (Re: 'Facilities at Deer's Court'): -

*'Whilst I believe that there has been some ill-feeling regarding placement of the **facilities,** I can ensure(sic) you **we are pushing ahead** with the works on this**, beginning pre-Christmas** with clearance works on the area in question. Further information overleaf.'*

'Whilst I appreciate there is frustrations at present but please be rest assured, we are working tirelessly to ensure Deer's Court is one of Royale Life's flagship developments.'

vi) Deer's Court Newsletter dated 04.02.2022, which states as follows: -

*'**Facility** update: We are **aiming to start the clearance at Roegarnet at the end of February** and we will be aiming to have a clearer idea of timescales closer to the time. This is again positive and a huge leap forward.'*

vii) Notes of Meeting at Deer's Court on 05.12.2022, [Page 155 of the bundle], with the following note: -

'*Swimming pool/Gym/Coffee Lounge/Visitor Spaces*

*Residents asked for a forecast. **AG said Royale life are doing background research on sewerage and working with local authorities.** Explained it is with the Development Team. **CB said she believed these facilities will come in time, but unable to say when.'***

viii) Letter dated 10.05.2023 [Page 16 of the bundle] from site manager Andy Gautry to Colin Solly (Secretary of Deer's Court Residents's Association:-

'*Please be assured that at the bottom of the said field on the West Moores East boundary there is a five-bar **locked gate** as well as the **fence-line** stopping any access from being gained to Deer's Court. We do currently have a boundary dispute in place, but the fence is there currently acting as a deterrent. I confirm the CCTVs are in place and monitored internally.'*

ix) It was also noted that, in the Applicant's most recent 'Reply to 18 Juniper Way' dated 07.08.2023 [Page 547 of the bundle], they stated as follows: -

*'The Applicant avers that the Respondent has been informed via a letter from their previous solicitors as to the delay in completing the facilities. The Applicant has provided a temporary café lounge on the site using a vacant pitch for the benefit of the Park's residents **whilst the permanent facilities are being developed**.')*

42. Although it was suggested by the Applicants that the residents were precluded from raising these matters now, when they had failed to do so at previous Reviews, the Tribunal was entirely satisfied that the residents were always unhappy with the absence of services and facilities which had been promised, but they had not objected forcefully until now because: -

a) they understood that all aspects of life were delayed and affected by the Covid pandemic,

b) they took in good faith the repeated assurances that the facilities would be provided eventually, and

c) the January 2023 proposed rise in Pitch fees was so dramatically larger than any previous increase that they felt obliged to speak out and object.

43. The Tribunal found that the absence of objections to previous pitch fee increases did not prevent the residents from raising reasonable objections to the current proposed figure.

DECISION AND DETERMINATION.

44. In all the circumstances of the case the Tribunal found that the statutory presumption was rebutted because of the weighty factors outlined above. It was determined that the proposed 14.2% pitch fee increase in line with the RPI was unreasonable, and any increase should be limited to 10%, effective from the Review date of 1st January 2023.

Thus, where the previous pitch fee was £263.38 per month*, it was determined that with a 10% increase (of £26.38)the pitch fee for the year commencing 01.01.23 should be £289.72 per month.

[*NOTE: The Tribunal was only provided with an existing pitch fee figure and a Pitch Fee Review Notice in respect of one property, that of Mr. Bilton at Number 9 Hawthorn Avenue. To the extent that other occupiers pay the same, the determination is £289.72 per month as above. If any of the Respondents paid a different pitch fee for the year to January 2023, their increase shall be calculated as at 10% of the previous figure.]

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.