FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	CHI/00HN/LDC/2023/0103
Property	:	The Chocolate Box, 8-10 Christchurch Road, Bournemouth BH1 3NA
Applicant	:	Grey GR Limited Partnership
Representative	:	Simon Allison of Counsel instructed by JB Leitch Limited
Respondent	:	The leaseholders
Representative	:	
Type of Application	:	To dispense with the requirement to consult leaseholders about major works section 20ZA of the Landlord and Tenant Act 1985
Tribunal Member	:	Judge J Dobson Mr K Ridgeway MRICS
Date of Hearing	:	29th November 2023
Date of Decision	:	29th December 2023

DECISION

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Summary of the Decision

1. **The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act in respect of major works, being the works required by a varied Improvement Notice issued by Bournemouth, Poole and Christchurch Borough Council and ancillary matters, which works include for the avoidance of doubt (but are not limited to) works to wall type 5 (as termed).**

2. **The Tribunal does not impose any conditions on the grant of dispensation.**

3. **The Tribunal has made no determination as to whether the costs of the works are reasonable or payable.**

The application and the history of the case

4. The Applicant applied by application [8- 17] dated 25th August 2023 for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 ("the 1985 Act") from the consultation requirements imposed by Section 20 of the 1985 Act.

5. The property The Chocolate Box, 8-10 Christchurch Road, Bournemouth BH1 3NA ("the Property") was described as a block comprising 11 storeys which incorporates commercial units between the ground and second floors and with residential flats, subject to long leases, to the higher levels The Property is said to be approximately 33 metres high when measured to the highest occupied floor level.

6. Dispensation was sought on the basis that the consultation process required by section 20 cannot be carried out as explained in a statement of case. It is said that the Applicant needs to carry out the works urgently given the fire risk to residents and deadlines imposed by the local authority.

7. The local authority, Bournemouth, Poole and Christchurch Council, has served an Improvement Notice under the Housing Act 2004 earlier this year [509- 519] then varied on 26th July 2023 [520- 526]. That requires works to be commenced by 29th February 2024.

8. There is a separate application by the Secretary of State for Levelling Up Housing and Communities before the Tribunal for a Remediation Order under the Building Safety Act 2022 ("the 2022 Act").

9. The Tribunal gave initial Directions [581- 586] in this application on 19th September 2023. The Directions identified that the only issue for the Tribunal is whether, or not, it is reasonable to dispense with the statutory consultation requirements and is not the question of whether any service

charge costs are reasonable or payable. It was proposed to determine the application without a hearing unless a party objected to that.

10. The subsequent history was more involved than usual for a case of this nature.

11. Following receipt of the leaseholders' responses [601- 732] and in light of the separate application under the 2022 Act, further Directions were issued dated 27th September 2023 [587-589] in which the Tribunal listed both applications together for a CMH on 19th October 2023. Matters in relation to this application were considered following consideration of the related 2022 Act application. Directions were given in that 2022 application towards a further CMH on 13th December 2023. It was determined not appropriate to keep the two applications together.

12. There was no attendance at that hearing by the leaseholders, or any representatives. The Tribunal notes that a number of leaseholders had appointed one of their number as representative for the purpose of these proceedings but that just in advance of the CMH those authorities had been revoked and the particular leaseholder had indicated that she would not be further involved. The Tribunal heard nothing on behalf of the leaseholders as to any given approach to be taken. The Tribunal did have regard to the written responses received to the application.

13. Those responses indicated that the majority of responding leaseholders agreed with the application in itself, albeit subject to some concerns, although several of them requested that the application be determined at a hearing. In general and broad terms, the observations which were made expressed concerns about the appropriateness of the costs of the works being recoverable as service charges- which is a separate matter- rather than commenting on the question of dispensation. The Tribunal noted that it has been said that work to address building safety has been previously charged as service charges but as that may be the subject of a different application, the Tribunal made no observations or determinations. The Tribunal perceived that the hearing was sought so that submissions could be made with regard to potential conditions and/ or wider concerns, given the points raised in the responses.

14. The only leaseholder who ticked the box on the short reply form stating that she objected to the application focused on the question of whether service charges would be payable given the 2022 protections but also suggested that it would be more economical for the Property to be demolished. One other indicated lacking sufficient information to either agree or disagree.

15. An issue did arise that the sub- leaseholders had been served on 6th October 2023 and so had in effect had received only one week to respond by the extended date of 13th October 2023. The Tribunal noted that no responses had been received, although neither had anything been sent to the Tribunal indicating that those sub- leaseholders needed further time. On balance, it was determined that further time should be allowed.

16. The Tribunal was invited to deal with this application on the papers, but the Tribunal considered that it was unable to do so. Given that various leaseholders had stated that they require a hearing, the Tribunal was required to hold one.

17. The Tribunal then gave further Directions in this application following the CMH on 20th October 2023 [590- 595], explaining that the comments made by the parties in the other application included the expression of different views as to the urgency of the grant of dispensation, assuming appropriate. The Secretary of State's representatives noted that an application has been made for funding for works to address fire related defects from the Building Safety Fund and that insofar as that is granted, the Applicant cannot then seek to recover the cost of those works from the leaseholders. In addition, it was noted that the Building Safety Act places limits on the circumstances in which sums can be recovered from leaseholders and that recovery from the leaseholders may very well not be permitted in this instance. Hence, dispensation may be academic.

18. The Tribunal accepted the invitation of the representatives of the Secretary of State to (further) explain to the leaseholders that the question for determination in this application is simply whether or not to dispense with consultation requirements and so whether the limit per leaseholder which would otherwise be placed on service charges recoverable would be removed. That does not mean that any given sums for any given works necessarily would be recoverable. The Tribunal identified most significantly that the Applicant will still not be able to recover from the leaseholders any sums for which are funded from the Building Safety Fund. Similarly, the protections placed on leaseholders by the Building Safety Act in terms of any potential contributions to the cost of works by way of service charges will remain. The Tribunal repeats that no decision of this Tribunal in this application can override those.

19. Directions were given for service of the Directions on each leaseholder who responded to the application and each sub- leaseholder, gave additional time for replies from sub- leaseholders and listed the application for a final hearing with an estimated hearing time of 2 hours. The Applicant was required to provide a bundle of the relevant documents.

20. The Applicant did so, the bundle comprising some 752 pages. The main part of that comprised the Applicant's Statement of Cases and various annexes, which included reports from various specialists in respect of required works [83- 438 and 476- 508] and a tender report [439- 475].

21. The Applicant subsequently also provided, on 24th November 2023, an updated Fire Risk Appraisal External Wall and attachments ("FRAEW") comprising 32 pages. As explained below, that changes matters somewhat from the position which existed when the application was made.

22. Whilst the Tribunal has read the bundle and the updated FRAEW, the Tribunal does not refer to all or even the majority of the documents in this

Decision, it being impractical and unnecessary to do so, particularly the many pages of reports in respect of the Property. Where the Tribunal does refer to documents, it does only insofar as necessary for the purposes of this decision. Where the Tribunal does not refer to pages or documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account. As and when the Tribunal does refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [ ], and with reference to PDF bundle page- numbering.

The Law

23. Section 20 of the 1985 Act and the related Regulations provide that where the lessor undertakes qualifying works with a cost of more than £250 per lease the relevant contribution of each leaseholder (jointly where more than one under any given lease) will be limited to that sum unless the required consultations have been undertaken or the requirement has been dispensed with by the Tribunal. An application may be made retrospectively.

24. Section 20ZA provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation "if satisfied that it is reasonable to dispense with the requirements".

25. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of *Daejan Investment Limited v Benson et al* [2013] UKSC 14.

26. The leading judgment of Lord Neuberger explained that a tribunal should focus on the question of whether the leaseholder will be or had been prejudiced in either paying where that was not appropriate- for example the works were not appropriate- or in paying more than appropriate because the failure of the lessor to comply with the regulations. The requirements were held to give practical effect to those two objectives and were "a means to an end, not an end in themselves".

27. The factual burden of demonstrating prejudice falls on the leaseholder. The leaseholder must identify what would have been said if able to engage in a consultation process. If the leaseholder advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the leaseholder(s).

28. Where the extent, quality and cost of the works were in no way affected by the lessor's failure to comply, Lord Neuberger said as follows:

> "I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be- i.e. as if the requirements had been complied with."

29. The "main, indeed normally, the sole question", as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the leaseholder will be or has been caused relevant prejudice by a failure of the Applicant to undertake the consultation prior to the major works and so whether dispensation in respect of that should be granted.

30. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges of works arising or which have arisen.

31. If dispensation is granted, that may be on terms.

32. There have been subsequent decisions of the higher courts and tribunals of assistance in the application of the decision in *Daejan*. The only one mentioned by the parties is the decision of the Upper Tribunal in *Aster Communities v Chapman* [2020] UKUT 177 (LC), a case originally dealt with in this region, although also one which progressed beyond the Upper Tribunal to the Court of Appeal. The Court of Appeal judgment is more commonly cited.

33. The effect of a grant of dispensation is that the contributions of the leaseholders are not then capped at £250.

The Hearing

34. The hearing was conducted fully remotely as video proceedings.

35. The Applicant was represented by Mr Allison of Counsel. There were various others present on behalf of the Applicant, although it was not necessary to hear from any.

36. Mr Allison also provided a Skeleton Argument of 5 pages. That explained, amongst other matters, that the updated FRAEW affects the scope of the major works and identified that the occupiers of all of the flats will need to vacate whilst the major works are undertaken. The Tribunal was urged to treat the application as a prospective one rather than a retrospective one, on the basis that whilst "a significant amount" of preparatory work had been undertaken, the substantive works had not commenced.

37. The Respondent leaseholders did not on the whole attend. Two leaseholders did attend and wished to make observations, which they were facilitated to do. Those were Ms Valerie Seward and Ms Merle Roberts-Steele. The matters raised by them are addressed below.

Consideration

38. The Applicant is the freeholder, having purchaser the Property in 2018 [per Land Registry entries 36- 46].

39. A sample lease of Flat 38 dated 15th January 2016 has been provided ("the Lease") [27- 82]. The Tribunal understands that the leases of the other

Flats are in the same or substantively the same terms. In the absence of any indication that the terms of any other of the leases differ in any material manner, the Tribunal has considered the Lease.

40. The Applicant has various obligations under the Lease, principally set out in the Sixth Schedule, including keeping the main structure of the Property in good condition and repair and complying with statutory requirements, notices and similar. The leaseholder is required pursuant, in particular, to the Fifth Schedule, to contribute to the costs and expenses of the Applicant complying with its obligations. The extent of the demise to the leaseholder is defined in the First Schedule. There are also definitions within the Lease in relation to matters such as common parts.

41. Without making any final determination in relation to any specific element of the Property or any specific element of works, the Tribunal is initially satisfied that some or all of the works fall or are likely to fall within the responsibility of the Applicant and at first blush, but subject to the protections provided by the 2002 Act, could be chargeable as service charges.

Should dispensation be granted?- arguments advanced

42. The Applicant's case in a nutshell is that in light of the extent of the building safety issues which have been identified and the process which is required to be followed in order to resolve those it is effectively impossible- Mr Allison said "technically impossible"- for it to comply with the consultation requirements of section 20 of the Act.

43. The Applicant has taken a design and build procurement route with a contractor, Lancer Scott, having been instructed to proceed under a pre-contract services agreement (PCSA). Reference was also made to TFT, the costs consultant and principal designer. Mr Allison submitted- and the Tribunal accepts- that the design and build arrangement is required because it was not possible to obtain a contractor to undertake the work unless the contractor was involved in the design element.

44. The price is not known because the price for the work is not fixed until the first stage of the agreement has been completed. The contractor is already, provisionally, in place at that stage. Mr Allison explained that a fixed price is needed by the Applicant in order to be able to obtain any available funding under the Building Safety Fund. The Tribunal noted the Property to be a high- risk building as defined in the 2022 Act, the potential for funding for the building safety works from that Fund and the references to applying.

45. It necessarily follows, the Tribunal finds, that the Applicant could not realistically have obtained tenders from at least two contractors or sought a tender from a contractor proposed by the leaseholders. The Applicant could not enter into multiple PCSAs, which in effect is what it would need to do in order to obtain those figures.

46. Mr Allison also brought to the attention of the Tribunal that once the cladding to the Property was stripped off, it could not be said what may be found underneath. He additionally referred to the updated fire risk assessment which identified problems with wall- type 5 (as it was termed) and the meeting of the internal walls with the curtain walls, which is the reason why it would now be necessary for the Property to be vacated to enable the works to be undertaken. The Tribunal accepts that is a major change to the situation from that previously identified.

47. Mr Allison argued that it was unlikely that prejudice could be shown by obtaining an alternative contractor in the market (the Tribunal understands to mean one which would undertake the work for a lower price if at all). He said that the Applicant has found there to be a real shortage of contractors and it to be very hard to get contractors to engage.

48. Mr Allison also pointed out that in practice a large part, at least, of the cost will be borne by the Applicant, in whose interests it therefore is to obtain the best price possible.

49. The Applicant advances further reasons why it cannot comply with the consultation process. The work is said to be required urgently in light of the risk to the occupants. In addition, the need to commence works as required by the Improvement Notice- so by 29th February 2024- is cited.

50. It is additionally said that in addition to the limited suitable contractors and professionals, limited materials are available. Finally, the application for funding from the Building Safety Fund imposes conditions on work progressing without delay once funding is approved. It is suggested that it is of no benefit to any party for funding to be prejudiced.

51. The Tribunal accepts the merit in each of those points to a greater or lesser extent. It has taken no little time to reach this point. It is not helpful by this stage to seek to consider whether progress might have been made sooner. The more relevant question is whether delay from this point, at least beyond that unavoidable, would be appropriate. The Tribunal has little difficulty in finding that the more swiftly the works progress, provided that they are appropriate and will remove the hazards in question, the better.

52. The limited availability of suitable contractors and similar is well-recognised. The point about the Building Safety Fund is weaker at this stage in that no funding for the currently proposed works has been approved, indeed the Tribunal understands that an up-to-date package of documents has not yet been submitted. Any requirement for progress once funding is approved, assuming as the Tribunal does that will happen, is not currently directly relevant where the time at which funding may be approved lies in the future and is unknown and where it appears to be ensuring progress thereafter which is the key.

53. Turning to the matters raised by the attending leaseholders, Ms Seward said that the works need to go ahead but her concern was to know that she was protected in respect of the cost. She was unable to identify prejudice at

the current time but was troubled that the leaseholders may find themselves prejudiced in the future. It was also explained that as the Property would need to be vacated, the leaseholders who rent out their flats would expect to lose their tenants.

54. Reference was made to a case involving the Applicant in relation to another building owned by it, Vista Tower, a building which the Tribunal is aware is the subject of other proceedings under the 2022 Act. It was said that the Tribunal imposed two conditions on the grant of dispensation, namely that the leaseholders be kept fully informed and involved and that the Applicant pay their legal costs. Ms Seward expressed concern that the leaseholders had experienced little contact and been poorly informed and that there may be a lack of control of the Applicant's approach after this Decision.

55. Ms Seward clarified that the Applicant had been required in the other case to meet legal costs of up to £20,000 in respect of advice regarding observations about the works.

56. Mr Allison replied in respect of that condition that there had been an argument of prejudice and the Tribunal had found that those conditions would meet that prejudice.

57. Ms Roberts- Steel added disappointment that matters had not been appropriately attended to when the Property was converted to residential use in 2015. She was unhappy that the leaseholders might have to make any contribution to the cost of anything which ought to have been attended to at that time.

58. The Tribunal has sympathy with that. It is also appropriate, however, to record that the Applicant purchased the Property in 2018 and so cannot be blamed for the standard of work undertaken prior to that date.

59. The matters raised in the hearing on behalf of the leaseholders were not therefore ones of opposition to the works themselves.

60. The written comments of the various leaseholders who responded touched upon above predominantly relate to accounting and conditions not to the undertaking of the works, specifically not an assertion that the works ought not to be undertaken or that there is a better or more cost- effective means of attending to the Building Safety Act concerns.

61. It was highlighted by leaseholders, using what appeared to the Tribunal to be a template for comments which had been distributed (given various leaseholders submitted an identical document [e.g., 604] that "The Applicant has refused to remove the building safety and historical defects work from the Service charge account of each leaseholder" and complained at a lack of accounts for recent service charge years. However, the Tribunal's wider jurisdiction in respect of service charges is to determine payability and reasonableness rather than the accounting effects, although compliance

with requirements of the Lease is relevant. The narrower jurisdiction with regard to dispensation is not about accounting matters.

62. The Tribunal does not seek to detract from the leaseholders' concern- noting as it does the substantial balance displayed- but considers that it is not appropriate to say more in this particular Decision.

63. The leaseholders also expressed concern that the Applicant may attempt to charge as service charges the costs of matters which ought to be the subject of protections under the 2022 Act. Any risk of having to make payment towards the works will, the Tribunal fully accepts, be a matter of concern to the leaseholders This will be an important matter in the event of the Applicant seeking to charge costs as service charges but, as the Tribunal has emphasised, that is a matter for a separate application if later required. The question of whether any costs sought to be charged are payable as service charges is not a matter to be dealt with in an application for dispensation and so the Tribunal can only make clear that the issue will be determined by the Tribunal applying the relevant considerations and statutory protections in the event of an application being received in due course.

64. Other points were made about conditions and about legal costs, referred to below.

65. This Decision falls to be made in the odd circumstance that it is not entirely clear to what extent works will be funded outside of the Building Safety Fund and it is far from clear to what extent the leaseholder protections granted by the 2022 Act will permit the recovery of any of the costs of the major works from the leaseholders- and indeed whether that will exceed £250.00 per flat if anything.

66. The Tribunal finds that it is reasonable to dispense with all of the formal consultation requirements in respect of the major works to the Property.

67. None of the Leaseholders have asserted that any prejudice has been caused to them. The Tribunal finds that nothing different would have been done or achieved in the event that a full consultation with the Leaseholders had been practicable, except for potential delay. The Tribunal finds that the Respondents have not demonstrated that they have suffered any prejudice by the failure of the Applicant to follow the full consultation process.

68. The Tribunal accepts the submission of Mr Allison that it ought not to seek to detail the works by reciting the provisions of the varied Improvement Notice or any other specific list contained in any document in the bundle. The Tribunal does so whilst acknowledging the leaseholders concerns that the Applicant might try to add works. The Tribunal is especially mindful that the Applicant has added to the works, or perhaps more accurately has been compelled to add to the works, in consequence of the updated FRAEW.

69. The Tribunal considers that the answer to that concern is that the works for which dispensation is granted shall be those to meet the requirement of the Improvement Notice, as varied, and works which are truly ancillary to those, which will include the works required by the updated FRAEW. Dispensation is not granted for other works and so they will not be chargeable unless dispensation is separately sought and granted in respect of them (because the overall cost of works will exceed £250 per flat), where any such application ought to be at such time as the other works are identifiable and hence a proper determination can be made.

70. As has been explained, to the extent that the cost of any works is sought to be charged, the separate question of whether that is payable and reasonable will remain open for determination. The leaseholders retain the right to make those challenges.

<u>Should any condition be imposed?</u>

71. The leaseholders asked for a condition to be imposed that the Applicant not be able to add works to the dispensation which have not already been mentioned and which falls outside of the 2022 Act works.

72. The Tribunal has considered carefully whether such dispensation ought to be granted subject to conditions. The power to impose conditions is arguably under- used. In many cases the exercise of the power at least merits serious consideration.

73. In relation to any condition that the Applicant should not be able to add works beyond the ones to meet building safety/ the varied Improvement Notice, the Tribunal does not consider that would add anything and indeed is superfluous. As explained above, given the limit to the dispensation, any additional works would not be covered and so the limited amount chargeable per flat in the absence of dispensation would apply, where the remainder of the works had cost far beyond that limit. A condition would not, the Tribunal considers, add anything by way of practical protection.

74. In response to the leaseholders' request for a condition to be imposed in relation to lack of recovery of the legal costs of these proceedings, the Tribunal considered that required fuller consideration as being less clear cut.

75. Mr Allison particularly argued that no condition should be imposed preventing the Applicant from recovering its costs from the leaseholders, citing a decision earlier this year of the President of the Upper Tribunal (Lands Chamber) in *Adriatic Land 5 Limited v Leaseholders at Hippersley Point* [2023] UKUT 271 (LC). Mr Allison contended that the Applicant is blameless and not seeking to avoid its responsibilities and emphasised that just because an application is made for dispensation, that does not meant that a condition should be imposed that costs are not recoverable. It was said that the Applicant does not intend to seek to recover the costs of this application as service charges- no mention was made of administration charges in the event relevant- but that does not alter the principle.

76. The Tribunal has no difficulty in accepting that the practice and the principle are different. Accepting that the Applicant was not involved in the development of the Property, nevertheless, the notion that the leaseholders might, in addition to the considerable stress and loss of amenity the Tribunal perceives being experienced, be put to expense in respect of this application, is singularly unappealing.

77. The Tribunal re-iterates that the Applicant has stated that it does not intend to seek to recover legal costs in any event and the Tribunal has had full regard to that statement made both in the hearing and in writing. That statement has been a relevant consideration in the Tribunal's approach to the question of imposition of a condition.

78. In the event that the Applicant seeks such recovery and a leaseholder wishes either to argue that legal costs should be disallowed a recoverable as service charges or administration charges and/ or otherwise to challenge the payability or reasonableness of those costs, applications can be made under the 1985 Act and/ or the Commonhold and Leasehold Reform Act 2002 as appropriate at the relevant future time.

79. Save for a general potential desire to obtain legal advice and a wholly understandable wish to be kept informed of matters in relation to works in which they own flats, no basis for the imposition of any condition was identified by a leaseholder. Whilst the Tribunal finds it wholly understandable that the leaseholders wish to be informed of progress with works- and indeed funding for them- the Tribunal determines on balance that does not make it appropriate to impose a condition requiring that in the course of determining the grant of dispensation.

80. Mr Allison also said that the Applicant is happy to keep the leaseholders updated- and indeed the Tribunal considers it only appropriate that it does so- but that neither should that be a condition imposed. He added- and the Tribunal accepts likely to be correct- that funding from the Building Safety Fund will require the provision of updates to the leaseholders.

81. No specific basis for a need for legal advice has been identified by the leaseholders. If there had been, the Tribunal would have considered that carefully, together with an appropriate sum. The Tribunal considers there to be ample scope for the appropriate decision differing between one specific set of facts and the next. The Tribunal does not consider in this instance that requiring provision of a pot of money which might be dipped into for advice generally from time to time is an appropriate condition to impose.

82. Most notably, the Tribunal agrees with the Applicant that no prejudice had been demonstrated which would be met by any condition imposed.

83. The Tribunal determinations that in the absence of an identifiable basis for the imposition of any given condition upon which the grant dispensation, and in light of the Applicant's very clear position that it will not seek

recovery of any legal costs in any event, it is not appropriate to seek to impose any condition.

Summary

84. Dispensation from consultation is granted for the works identified and that grant of dispensation is unconditional.

85. This decision is confined to determination of the issue of dispensation from the consultation requirements in respect of the major works. The Tribunal has made no determination on whether costs involved in such works are payable or reasonable.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk

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.