FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00HB/HMB/2023/0004
Property	**:**	Unit 1.15 Paintworks. Arnos Vale, Bristol, BS4 3EH
Applicant	**:**	Jasmine York
Representative	**:**	In person
Respondent	**:**	Louisa Kate Gilbert
Representative	**:**	Mrs Anne Gilbert
Type of Application	**:**	Application for a Rent Repayment Order, Sections 40, 41, 43 and 44 of the Housing & Planning Act 2016
Tribunal Members	**:**	Judge N Jutton, Mr M J F Donaldson FRICS, Mr E Shaylor MCIEH
Date and Venue of Hearing	:	23 April 2024 Havant Justice Centre, The Court House, Elmleigh Road, Havant, Hampshire, PO9 2AL
Date of Decision	:	30 April 2024

DECISION

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1. **Background**

2. The Applicant, Jasmine York applies pursuant to Section 41 of the Housing and Planning Act 2016 (the 2016 Act) (by an application received by the Tribunal on 13 September 2023) for a Rent Repayment Order in respect of a tenancy enjoyed by her at Unit 1.15 Paintworks, Arnos Vale, Bristol, BS4 3EH (the Property). The Respondent, Louisa Kate Gilbert, is the owner of the Property. The Applicant occupied the Property initially under the terms of an assured shorthold tenancy agreement dated 18 September 2020. It is understood that was subsequently renewed. The Applicant vacated the Property on 7 January 2023. She seeks an order for the repayment of rent paid by her to the Respondent for the period 6 April 2022 to 7 January 2023 in the total sum of £11,618.55.

3. The Property is located within the Brislington West Ward of Bristol. With effect from 6 April 2022 the City Council of Bristol designated Brislington West Ward as part of an area subject to Selective Licensing under Part 3 section 80 (1)(b) of the Housing Act 2004 (the 2004 Act). Accordingly as from that date the Property being a property occupied under a tenancy that was not an exempt tenancy was required to be licensed (section 85 of the 2004 Act).

4. The Applicant says that the Property was not so licensed and accordingly the Respondent, being the person having control of or managing the Property committed an offence pursuant to Section 95(1) of the 2004 Act. That is one of the offences set out in the table at Section 40(3) of the 2016 Act in respect of which this Tribunal may make a Rent Repayment Order provided that it is satisfied beyond reasonable doubt that the offence has been committed.

5. There was before the Tribunal a bundle of documents prepared by the Applicant of 180 pages which included the application to the Tribunal, the Bristol City Council Selective Licensing notice, the tenancy agreement for the Property, witness statements, the Respondent's statement of case, the Applicants reply thereto and Directions made by the Tribunal. References in this decision to page numbers are references the pages in that bundle. There was also before the Tribunal a further form of statement made by the Respondent dated 11 April 2024.

6. The hearing took place on 23 April 2024. The Applicant represented herself. The Respondent was represented by her mother Mrs Anne Gilbert. Also in attendance was Bristol City Council Private Housing Caseworker Jennifer Clark. All parties attended remotely by video hearing.

7. **The Law**

8. Chapter 4 of the Housing and Planning Act 2016 (the 2016 Act) enables the Tribunal to make a Rent Repayment Order in favour of a tenant if it is satisfied beyond reasonable doubt that the landlord has committed certain offences during the tenancy. Those offences are set out in section 40 of the 2016 Act.

9. They include an offence under section 95(1) of the 2004 Act. That provides as follows:

   95(1). A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85(1)) but is not so licensed.

   Section 95(4) provides that in proceedings against a person for an offence under subsection (1) it is a defence that he had a reasonable excuse for having control of or managing the house in circumstances where the house was required to be licensed but was not so licensed.

10. If the Tribunal is satisfied beyond reasonable doubt that an offence has been committed and decides to make a Rent Repayment Order in favour of a tenant, the amount is to be determined in accordance with section 44 of the 2016 Act. The amount must relate to rent paid by the tenant in respect of a period not exceeding 12 months during which the landlord was committing the offence (section 44(2)). The amount that the landlord may be required to repay must not exceed the rent paid in that period less any relevant award of universal credit paid in respect of rent under the tenancy during that period (section 44(3). In determining the amount, the Tribunal must, in particular, take into account the matters listed in section 44(4) being; the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has at any time been convicted of an offence to which Chapter 4 of the 2016 Act applies.

11. **The Offence and The Reasonable Excuse Defence**

12. The Respondent accepts that the Property fell within an area designated by Bristol City Council as a Selective Licensing Area as from 6 April 2022, and as such was required to be licensed from that date but was not licensed until 7 April 2023 (the Respondent made an application for a licence on 13 January 2023). The Applicant vacated the Property on 7 January 2023 and therefore for a period of some nine months occupied a property that was required to be licensed but was not so licensed.

13. The Respondent relies upon the defence of reasonable excuse provided for by section 95(4) of the 2004 Act. Mrs Gilbert, on behalf of her daughter the Respondent, explained that the Respondent was a documentary filmmaker who was often abroad for extensive periods of time. She was often in parts of the world where communication was difficult. The Respondent had purchased

the Property in 2015. The Property comprised three separate flats each with its own independent entrance. Initially the Respondent had lived in one of the flats, used another as an office and the third was occupied by a tenant. When her work took her abroad for lengthy periods of time she decided to let out each of the flats. She asked her mother, Mrs Gilbert, to look after and to manage the Property for her in her absence. Mrs Gilbert lives in Kent. The Respondent retained the services of a letting agent, Lavinia Currie, to find tenants for her and to manage the necessary paperwork. There was a witness statement made by Ms Currie at page 93 of the bundle. Mrs Gilbert explained that after the tenancy had been granted to the Applicant, Ms Currie was retained essentially on an ad hoc basis to assist with any repair or maintenance issues that might arise from time to time, not least because Ms Currie was able to arrange for local contractors to attend at the Property as required. Mrs Gilbert explained that Ms Currie was paid on a time spent basis for such work.

14. The Respondent says that when in December 2021 Bristol City Council decided to designate the area in which the Property is situated as a Selective Licensing Area she was working and living overseas. Neither the Respondent or Mrs Gilbert, the Respondent says, were aware of that decision. That no form of notification was received from the council. That because the Respondent was abroad, and Mrs Gilbert living in Kent, neither would have seen any advertisements or notices that may have been placed by Bristol City Council in the local press or elsewhere. Further, the areas designated by Bristol City Council as a Selective Licensing area were described as 'Bedminster and Brislington West wards'. The Respondent says that she wasn't aware that the Property fell within the Brislington West ward because the word Brislington does not appear in the address for the Property. That even had the Respondent or Mrs Gilbert seen notice of the designation of the Selective Licensing Area, in the absence of any associated post codes being given they would not have appreciated that the Property fell within such an area.

15. In short the Respondent says that she wasn't aware that the Property with effect from 6 April 2022 fell within a Selective Licensing Area and that given her absence abroad and the fact that her mother lived in Kent she could not reasonably have been aware. However as soon as she did become aware of the need to apply for a licence in December 2022, the application for a licence was made without undue delay.

16. The Applicant says that Bristol City Council were not required to provide personal notification to the Respondent of its decision to designate the area in which the Property is situated as a Selective Licensing Area. That the Council was only required to comply with the public notification requirements set out in the Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006.

17. The Respondent, the Applicant says, is essentially relying upon a defence of ignorance. That in such circumstances for a defence of reasonable excuse to succeed it is necessary for a landlord to establish that he has taken reasonable steps to keep informed as to the licensing status of the property or otherwise. The Applicant refers to **Thurrock Council v Daoudi (2020) UKUT 209 (LC)** where at paragraph 26 Judge Rodger stated: *'It is also possible to imagine circumstances in which a landlord had a reasonable excuse for not appreciating that a property had come within a selective licensing regime (although it would be necessary for the landlord to have taken reasonable steps to keep informed)'.*

18. The Respondent, the Applicant says, failed to take any reasonable steps to ensure that she was kept informed as to whether the Property was or became subject to a Selective Licensing regime. She failed to instruct a third party (such as Ms Currie) to keep her so informed.

19. The Tribunal agrees with the Applicant. Although it has some sympathy for the Respondent the evidence is that the Respondent failed to take any steps to ensure that she was kept informed as to whether the Property was or might subsequently fall within a Selective Licensing area. Even had the Respondent relied upon Mrs Gilbert, or more particularly Ms Currie, to advise her should the Property be subject to a licensing regime she would at the very least have to establish that there was some form of contractual obligation on the part of Mrs Gilbert or Ms Currie to so inform her. There was no evidence adduced to the Tribunal of such a contractual obligation, indeed Mrs Gilbert made it clear that Ms Currie's involvement was limited to finding a tenant, dealing with the paperwork and assisting with items of repair and maintenance. As a result the Tribunal determines that there is no basis upon which the Respondent can establish the defence of reasonable excuse.

20. The Respondent accepts that the Property was required to be licensed with effect from 6 April 2022. An application for a licence was not made until after the Applicant had moved out. In the circumstances the Tribunal is satisfied beyond reasonable doubt that Respondent committed an offence under section 95(1) of the 2004 Act.

21. **The Rent Repayment Application**

22. **The Applicant's Case**

23. The Applicant's starting point is the total amount of rent paid by her for the period 6 April 2022 (when the Property became subject to the Selective Licensing regime) to 7 January 2023 when she vacated the Property. She has set out that calculation at page 48 the bundle and the sum paid totals £11,618.55.

24. The Applicant then deducts payments of universal credit paid in respect of rent (as required by Section 44(3)(b) of the 2016 Act) totalling £783.02 (page 96).

25. The Applicant next makes a deduction for utilities. The total rent paid by the Applicant under the terms of her tenancy agreement included (it is not disputed by the parties) a sum for utilities (save for electricity) then paid for by the Respondent. The Respondent says that figure equated to £225 per month, which the Applicant disputes. That not least because the said sum of £225 is said by the Respondent to include a form of rent for the use of a car parking space. The Applicant refers to a calculation produced by the Respondent (page 171) which seeks to apportion the cost of utilities (save for electricity) between the three flats at the Property and which produces a figure for the Applicant's flat of £166 per month. Taking that sum over a nine-month period the Applicant says that produces a figure for utilities in respect of the flat occupied by her of £1494. The net figure remaining, the Applicant told the Tribunal, once the said sums for universal credit payments and in respect of utilities are deducted from the rent paid, is £9,341.53.

26. The Applicant says that the offence of being in control of an unlicensed property is one of the most serious offences for which a Rent Repayment Order can be made. The Applicant referred the Tribunal to news reports, by way of example, of fires in houses in multiple occupation (HMOs) which should have been licensed and were not (pages 173-177). In one of the properties the report stated that sadly the fire had caused a fatality. In response to a question put to the Applicant by the Tribunal as to whether she was aware of the difference between an HMO licence and a Selective licence she said that she was, but that both she said were licensing offences.

27. The Applicant is critical of the Respondent's conduct as a landlord. She sets out in her written submissions details of an alleged delay on the part of the Respondent in addressing a defect with the hot water system at the Property. She says that hot water to all three flats at the Property was supplied from a communal boiler. She contends that when there was a failure with the hot water system the Respondent delayed any attempt to resolve the issue for several months thereby breaching the provisions of section 11 of the Landlord and Tenant Act 1985, the landlord's repairing obligations in the tenancy agreement and the conditions contained in the Selective Licensing scheme.

28. The Applicant says that she only received copies of gas safety certificates that covered part of her time in the Property. The Applicant referred the Tribunal to condition 4.1 the Selective Licensing scheme (page 120) which provides: ' *if gas is supplied to the house, supply to the Council annually for their inspection, a satisfactory and genuine gas safety certificate obtained in respect of the house within the last 12 months'*. The Applicant says that the Respondent was wrong to provide an electrical installation condition report that covered all three flats rather than separate reports for each flat. The

Applicant says, similarly, that the Respondent was wrong to provide a single Energy Performance Certificate (EPC) for the whole building rather than separate certificates each flat.

29. The Applicant complains that the Property did not have the requisite planning permission, or building regulation approval, to be converted into three separate flats. The Applicant says that when she was absent from the Property for a period of time the Respondent, through Mrs Gilbert, proposed that Ms Currie visit the Property once a week to check upon it and that the Applicant be charged £35 for each visit. That amounting, the Applicant says to a breach of her right to quiet enjoyment and a breach of the provision of the Tenant Fees Act 2019.

30. The Applicant says that the Respondent failed to pass on to her monies received from the Government through the Energy Bills Support Scheme and indeed when requested to do so refused. Given that the reality was that the Applicant was paying for the cost of energy supplied to the Property through the payments made by her to the Respondent the Respondent was wrong, the Applicant says, to have withheld those payments.

31. The Applicant says that she was a good tenant. That she paid her rent on time. That she was amenable when dealing with Mrs Gilbert. That she had historically enjoyed a good relationship with Mrs Gilbert.

32. The Applicant acknowledges that Rent Repayment Orders are not intended to compensate tenants for wrongs that they have suffered. They are, she says, intended to deter and punish landlords who fail to comply with their obligations and to encourage compliance in the future, irrespective of whether the tenant has suffered. However in the circumstances of this case, after deducting from the rent paid a sum for utilities and in respect of universal credit payments received the Tribunal should, the Applicant says, given the seriousness of the offence and the conduct of the Respondent made no further reductions and make an order in the sum of £9,341.53.

33. **The Respondent's Case**

34. Mrs Gilbert told the Tribunal that the rent for the Property was £1000 per month plus an additional £225 per month to cover the cost of a car parking space, gas, water and council tax. That the figure of £166 per month that she produced (page 171) in her analysis of service costs was to assist the tenants at the Property understand the financial position. That the figure of £166 represented her calculation of the cost of the said items per month for the Applicant's flat.

35. Mrs Gilbert said that historically she had enjoyed a good relationship with the Applicant. That that relationship deteriorated towards the end of the Applicant's occupation of the Property when Mrs Gilbert had sought to discuss

possible terms of a new tenancy agreement at an increased rent, not least, Mrs Gilbert said to reflect the significant increase that there had been in the cost of the supply of energy.

36. Mrs Gilbert explained the Property was her daughter's home. That in the circumstances she was concerned to ensure that the Property was well looked after for the benefit of both her daughter and the tenants. She said that for planning purposes the Property fell within a 'live work' category so that it enjoyed permitted use as residential accommodation. That the conversion of the building into three separate flats happened prior to the Respondents purchase of the Property.

37. The Property was, Mrs Gilbert said, throughout the Applicant's occupation maintained in a very good condition. That throughout the Applicant had been treated in a responsive considerate and tolerant way. That Mrs Gilbert belatedly became aware that the Applicant had vacated the Property on a temporary basis in March 2022. That she was concerned that the Property was properly looked after. She was aware that the Applicant had left dogs in the Property and that third parties were staying in it or visiting it. She was uncomfortable with strangers being at the Property. That was why she suggested that in the Applicant's absence regular inspections be carried out, although in the event that didn't happen.

38. That when problems arose with the hot water system Mrs Gilbert arranged for an engineer to visit. That over a relatively short period of time work was carried out to rectify the problem. That in the event the Applicant was left with no hot water for only a brief period of time and without heating only while thermostats were tested. That notwithstanding the allegations made by the Applicant the Respondent went to considerable lengths to rectify the fault with the hot water system when it arose and that was dealt with in a timely manner.

39. As to the gas safety certificates Mrs Gilbert told the Tribunal these were always renewed as and when they fell due. There were two further certificates (in addition to those at pages 127-128) attached to her further statement.

40. The Respondent says that the electrical certificates and EPC were issued after a proper inspection and assessment of the entire building. That the fact that separate certificates were not issued for each flat did not invalidate the accuracy of the certificates that were issued.

41. As to the energy price support payments received by the Respondent from the government Mrs Gilbert referred the Tribunal to guidance issued by the government at pages 157-160 and in particular to the first two paragraphs of page 160 and the suggestion that it may be reasonable in certain circumstances for intermediaries to retain some or all of the scheme benefit,

such as when the intermediary shields the end user from the impact of increased energy prices.

42. Mrs Gilbert submitted to the Tribunal that the Respondent was a reasonable landlord who had behaved properly throughout the Applicant's occupation of the Property. That the Rent Repayment Order legislation was designed to punish or deter rogue landlords not to benefit tenants. That her sole concern when representing her daughter had been to ensure that the Property was well and properly looked after.

43. Mrs Gilbert explained that once she became aware of the need to apply for a licence for the Property she had applied promptly on her daughter's behalf in January 2023. At that time given that two of the tenants at the Property, including the Applicant had vacated, the Respondent decided that she was unlikely to let out the Property again or if she did it would be for the whole building rather than individual flats and that as a consequence the licence applied for, and granted, was one licence for the whole building.

44. In answer to a question from the Tribunal Mrs Gilbert confirmed that the Respondent did not wish the Tribunal to take into account the Respondent's financial circumstances.

45. Mrs Gilbert confirmed that the Respondent was not and had never been the landlord of any other properties. That this was the only time that she had let out a property. The Property was her home and she had only let it out because of her extended absence from the country. Mrs Gilbert said, when questioned by the Tribunal, that the Respondent had not been convicted of any of the offences listed in the table at Section 40 of the 2016 Act.

46. **The Tribunal's Decision**

47. The Tribunal reminds itself that the purpose of the Rent Repayment scheme is not compensatory. That the power to make Rent Repayment Orders should be exercised with the objective of deterring those who exploit their tenants by renting out substandard, overcrowded or dangerous accommodation. The purpose is to punish and to deter what have been described as 'rogue' landlords. That there is a '*… risk of injustice if orders are made which are harsher than is necessary to achieve the statutory objectives*' (para 26 - **Hallet v Parker** (2022) UKUT 165 (LC)).

48. The approach that the Tribunal should take was set out by the Upper Tribunal in **Acheampong v Roman** (2022) UKUT 239 (LC) by Judge Cooke as follows:

49. *20. The following approach will ensure consistency with the authorities:*
    a. Ascertain the whole of the rent for the relevant period;

b. *Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.*
c. *Consider how serious this offence was, both compared to other types of offence in respect of which a rent payment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:*
d. *Consider whether any deduction from, or addition to, that figure should be made in the light of other factors set out in section 44 (4).*

21. I would add that step (c) above is part of what is required under section 44 (4)(a). It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence?

50. The whole of the rent for the relevant period. The relevant period is 6 April 2022 to 7 January 2023. The total rent paid in that period as set out in the Applicant's calculation at page 48, and which is supported by the bank statements at pages 50-62, is £11,618.55. From that is deducted the payment of universal credit of £783.02 leaving a balance of £10,835.53.

51. Subtract utilities. The sum paid by the Applicant for a car parking space, and which is included in the sum stated by the Respondent of £225 per month, is not a payment for utilities. The figure for utilities provided by the Respondent in the 'services analysis' document produced by Mrs Gilbert at page 171 of £166 per month is in the view of the Tribunal a reasonable figure to reflect the cost of the utilities provided. For the nine month relevant period that equates to the sum of £1494, which is the sum stated by Applicant at the hearing. When deducted from £10,835.53 that leaves a balance of £9,341.53.

52. The seriousness of the offence. The maximum sentence on conviction for an offence under section 95(1) of the 2004 Act is a fine. The offence is not punishable by imprisonment. By comparison to the sentences that may be imposed in respect of other offences for which Rent Repayment Orders may be made it is one of the least serious. The Applicant seeks to argue that by comparison with other examples of the same type of offence this was particularly serious. She refers to 2 examples reported of fires in properties which were unlicensed HMOs. In the view of the Tribunal those are not reasonable comparisons. The Property is subject to the Selective Licensing

Scheme. It is not an HMO. The Respondent failed to apply for a licence for some nine months. When she first became aware of the need for a licence she applied in the view of the Tribunal relatively promptly. It is noteworthy that when a licence was granted (albeit one licence for the whole building) there was only one item listed under the schedule of works that accompanied the licence and that was to provide a satisfactory electrical installation condition report. In all the circumstances the Tribunal regards this offence as low on the scale of offences for which a Rent Repayment Order may be made.

53. Section 44(4) factors. This was a property in good condition. There was no evidence before the Tribunal that it was substandard, indeed quite the contrary. The Tribunal accepts Mrs Gilbert's submissions on the part of the Respondent that the Respondent was concerned to ensure that the Property, which was her home, was properly repaired and maintained for her benefit and for her tenants. There was clearly towards the latter part of the Applicant's occupation of the Property a problem with the hot water system. There is a dispute as to whether or not Mrs Gilbert and/or Lavinia Currie on behalf of the Respondent acted promptly in addressing that problem. The Tribunal is satisfied on the balance of probabilities from the written evidence before it and from the submissions made at the hearing that there was no undue delay on the Respondent's part

54. The gas safety certificates produced by the Respondent indicate that there was a satisfactory certificate in place for the majority of the time that the Applicant occupied the property. The fact that the EPC and electrical safety certificates for the Property were for the entire building and not for individual flats does not amount to conduct on the Respondent's part in the view of the Tribunal which would persuade it to increase the amount of a rent repayment order.

55. The Tribunal is not satisfied that the treatment by Mrs Gilbert of the energy price support payments or otherwise is conduct which it needs to take into account in its consideration of the making of a Rent Repayment Order. It makes no finding as to whether or not Mrs Gilbert's retention of those payments on her daughter's behalf was correct. It is not in the Tribunals view conduct that is relevant in the context of an offence under section 95 (1) of the 2004 Act.

56. The Tribunal is not critical of the Applicant's conduct as a tenant. Indeed the Applicant appears to have been a good tenant. Although she vacated the Property during her tenancy on a temporary basis, she apologised for that. She paid her rent in full and on time. It is noteworthy that the Applicant and the Respondent appeared to enjoy a good landlord and tenant relationship for the majority of the time that the Applicant occupied the Property.

57. There was no evidence before the Tribunal of the Respondent's financial circumstances and Mrs Gilbert confirmed that the Respondent not wish the

Tribunal to take into account her financial circumstances when making its determination.

58. In fixing the appropriate sum the Tribunal takes into account the following: the Respondent is not an experienced landlord; that this was the only property that she has let; that the Respondent simply sought to let out her home whilst she was away; that this is a property that was in good condition; that it could not in the view of the Tribunal on the basis of the evidence before it be described as substandard in any way; that the offence committed was not of the most serious type (both when compared to other offences and to other examples of the same offence); that the Respondent has not been convicted of any of the offences set out in the table at section 40 (3) of the 2016 Act; that although Lavinia Currie wasn't instructed to alert the Respondent or Mrs Gilbert of the need to license the property she might reasonably have been expected to do so as a local and experienced letting agent; that when the Respondent became aware of the need to apply for a licence she did so relatively promptly; that the period of time when the Property was unlicensed was not in the view of the Tribunal particularly excessive; that the Respondent certainly could not, in the view of the Tribunal be described as a 'rogue' landlord; that the Respondent did however fail to take sufficient if any steps to inform herself of the possibility of the need to apply for a licence and she failed to instruct either Mrs Gilbert or Lavinia Currie to keep a watching brief for her.

59. Taking all of these matters into account the Tribunal determines that the appropriate order in this case is for a repayment of 20% of the net sum set out at paragraph 50 above of £9,341.53 which is the sum of £1,868.31.

60. Accordingly the Tribunal determines that the appropriate order in this case is the repayment to the Applicant of the sum of **£1,868.31.**

61. The Applicant seeks an order under rule 13(2) of the Tribunal Procedure (first-tier Tribunal) (Property Chamber) Rules 2013 that the Respondent reimburse her the fees paid by her to the Tribunal of £300. Mrs Gilbert did not wish to make any submissions in that regard. The Applicant has only been partially successful. After deductions in relation to universal credit and utilities she sought 100% of the rent paid by her. She has achieved 20% of that sum. In the circumstances the Tribunal orders that the Respondent repay the Applicant 50% of the Tribunal fees paid by her; the sum of **£150.**

Dated this 30th day of April 2024

Judge N Jutton

Appeals

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.