



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

Case reference : **TR/LON/00AW/F77/2024/0024**

Property : **Flat 2, 38 Brewster Gardens, London,
W10 6AJ**

Landlord : **Capital Developments (London) Limited**

Representative : **Mr C Foux (Director)**

Tenant : **Mrs E Mahmoud**

Representative : **Ms S Halima**

Date of application : **11 December 2023**

Type of application : **Determination of the registered rent
under Section 70 Rent Act 1977**

**Tribunal
member(s)** : **Mr O Dowty MRICS
Mr N Miller**

Venue : **10 Alfred Place, London, WC1E 7LR**

Date of decision : **10 April 2024**

REASONS FOR DECISION

© CROWN COPYRIGHT 2014

Background

1. The Landlord applied to the Rent Officer for the registration of a fair rent for this property on 12 October 2023.

2. A fair rent of £326.50 per week was registered on 22 November 2023 following the application, such rent to have effect from 21 December 2023. The tenant subsequently challenged the registered rent on 11 December 2023, and the Rent Officer has requested the matter be referred to the tribunal for determination.
3. Directions were issued on 30 January 2024 by the Tribunal.
4. The parties were directed to provide reply forms, and invited to submit any relevant information and submissions. Both parties provided reply forms and further submissions.
5. The landlord, in its reply form, indicated that it wished the Tribunal both to hold a hearing in this matter and to inspect the property. Accordingly, the Tribunal arranged a face-to-face hearing in this matter for 28th March 2024, with an inspection later that day.
6. It was originally arranged that the hearing would take place before the inspection on 28th March; however, the tenant did not attend the hearing. The Tribunal made contact with the tenant who indicated that they wished to attend, and that there may have been some miscommunication between the Tribunal's staff and the tenant regarding whether their attendance was necessary. In light of this, and further to some effort on the part of both of the parties and the Tribunal, it was arranged that the inspection would proceed as planned to be followed by a face-to-face hearing later in the day at which both parties would be able to attend.
7. The tenant initially indicated that they would not allow the landlord entry at the inspection. The Tribunal discussed this issue with the landlord, who indicated that they were not content with the Tribunal conducting its inspection in their absence. Accordingly, the Tribunal informed the tenant that they would not inspect the property in the absence of the landlord – as it would not be procedurally fair to do so in the circumstances. The tenant then informed the Tribunal that they would be happy to allow Mr Colin Foux entry, but no one else. The landlord was content with this arrangement, and the Tribunal's inspection therefore went ahead as planned.
8. Due to delays both in dealing with this case on the day of the hearing and with the arranging of transport to conduct inspections, the Tribunal panel did not have time to make its decision regarding this matter on the day of the hearing. Instead, the Tribunal panel reconvened on 10 April 2024 to make its determination in light of the submissions of the parties both in advance of and at the hearing, and what it saw on its inspection.

The Inspection

9. The Tribunal inspected the property alongside the tenant, Ms Halima – the tenant’s adult daughter who acted as her representative – and Mr Colin Foux on behalf of the landlord. As had been discussed prior to the inspection, Mr Jordan Foux – Mr Foux’s adult son – was not permitted entry to the inspection with which both parties were content.
10. The subject property is located on Brewster Gardens, a residential street in North Kensington, nearby to, but on the eastern side of the railway line from, Wormwood Scrubs. The subject property is a 2-bed maisonette over 1st and 2nd floors of a period building which has been converted into 2 dwellings (the other being a 2 bed ground floor flat).
11. The property offers a living room, bedroom, and a kitchen at 1st floor level (the kitchen being at a slightly lower, ‘mezzanine’ level compared with the rest of the 1st floor). The second floor offers a further bedroom, a bathroom and an area with restricted headroom used for storage. The subject property does not have a garden nor a balcony.
12. The kitchen is somewhat basic and was partially installed by the tenant. The tenant drew the Tribunal’s attention to the fact that a 2-gang plug outlet has been partially cemented over, meaning that one of the screws for the fascia plate is no longer accessible.
13. The bathroom at the property, whilst modern, is cramped and is also somewhat basic. In addition, some of the tiles in the bathroom are cracked and the toilet seat is damaged – despite it being common ground that the landlord recently carried out works to the bathroom.
14. The tenant attempted to show the Tribunal the water storage tank located in the storage area behind the toilet of the bathroom, which was a feature of their written submissions, however the Tribunal could only observe this from the entry to that storage area as it is in reality a crawl space, access to which is afforded by climbing on the toilet itself.
15. The internal partition wall in the living room of the property has a small area of damaged plasterwork that is exposed to the lath of the partitioning. In addition, the seals for the windows in this room are poor, and the Tribunal was shown how one of those windows has no restrictor on its opening.
16. There is apparent minor water ingress damage to the ceiling in the 1st floor bedroom.
17. The stairs and the banisters between both the kitchen ‘mezzanine’ level and the remainder of the 1st floor, and the 1st floor and the 2nd floor are in a poor condition, with some of the uprights visibly having

come free and several of the steps themselves appearing to be in a poor state.

18. The tenant demonstrated to the Tribunal that, if the overhead landing light at the kitchen 'mezzanine' level was left on for a few minutes, it would begin to flicker rapidly, before again becoming solid and then alternating between those two states.
19. The building, externally, is in a slightly poor decorative condition, with paint flaking in numerous places.

The Hearing

20. A face-to-face hearing was held at 10 Alfred Place, London, WC1E 7LR on 28 March 2024. The tenant, Ms Mahmoud, attended and was again represented by Ms Halima. The landlord was represented by Mr Colin Foux with occasional assistance from Mr Jordan Foux.
21. At the hearing, the tenant submitted that there were multiple issues with the property, and it was not up to standard. It was very hard to have work carried out by the landlord, and the tenant tended to end up doing works themselves. The tenant had moved in in 1981 and had provided white goods, flooring, and furniture. There had originally been carpets, however they were already in a very poor state when the tenant moved in. The landlord had only provided a cooker, which was replaced but only because of damage caused by one of his workmen. Mr Foux had had the windows replaced; however, those works were not to a good standard and the property suffered from serious drafts. The heating was on all the time and the resultant bill was large.
22. The tenant also averred that there are issues with the boiler at the property, which requires the pressure to be topped up regularly. The electrical socket in the kitchen has been partially covered in concrete by the landlord when they installed a new set of kitchen units, and the tenant now cannot remove it. It is not protruding from the wall, which – the tenant averred – means it is not up to national standards.
23. In addition, the electrical installations, the tenant averred, were in a poor and unsafe condition and had not been checked since 1981. The tenant could not plug two large appliances into one of the outlets in the kitchen at the same time as they would 'blowout'. Internally, the structure was "coming apart". The woodwork is poor, and the walls are damaged.
24. The tenant also referred the Tribunal to a photograph they had provided, which they said showed that the hot water tank was bulging. The tenant was concerned as to the safety of it and said that the photograph showed wetness to the base of the wooden structure supporting it.

25. The Tribunal notes for completeness that the tenant also complained, both orally and in their written submissions, of a number of purported failings on the landlord's part over the years. This included a historic gas leak, water leaks, a fire at the property and an argument regarding the water bills at the property (which it is common ground are the landlord's responsibility). As the Tribunal explained at the hearing, the Tribunal's jurisdiction in this matter is simply to determine the fair rent of the property now, and entirely historic issues and other failings that would not affect the rental bid of a hypothetical tenant at the date of the Tribunal's determination are of no relevance to the Tribunal's doing so.
26. Turning to the rental value, the tenant did not have a particular figure that they considered would be appropriate, though noted they had provided two asking rents for 2-bedroom properties at £1,580 and £1,712 per calendar month respectively. Instead, it was the tenant's submission that the rent simply shouldn't go up in light of the issues at the property.
27. It was common ground between the parties that the tenancy is subject, as is usual for regulated tenancies such as this, to 'section 11' repairing obligations (referring to Section 11 of the Landlord and Tenant Act 1985), the tenant being responsible for internal decorations and minor internal repairs, and the landlord being responsible for repairs that fell under their section 11 obligations.
28. The landlord averred, in response to the submissions of the tenant, that they had carried out works to the property. The boiler was replaced, the cooker was replaced, the range of kitchen units by the sink was replaced. In terms of repairs, some had not been reported to them (such as the banisters and the hole in the living room wall), and section 11 only applied to things like the foundations, not the insides of the property. The tenant had complained of the windows, but all they had to do was change the handles. When repairs had been reported, the needed works had been carried out.
29. Turning to the tenant's statements about the gas and electricity, the landlord averred that appropriately qualified people had carried out tests, and the certificates had been provided in evidence.
30. The property, the landlord averred, was in an average condition for the market.
31. As regards the rental value of the property, the landlord referred to the rental evidence from the ground floor flat (Flat 1, 38 Brewster Gardens), a 2-bed flat which is let on an assured periodic tenancy. The landlord had provided an agreement from that property signed on 25 January 2024 by the property's tenants and on 2 February 2024 by the landlord indicating they had agreed a rent of £2,101.67 per month to take effect on the expiry of an initial Assured Shorthold

Tenancy which commenced on 28 February 2023. That flat, the landlord averred, was smaller than the subject.

32. The Tribunal enquired as to whether the ground floor flat was in a better condition than the subject property, and whilst the landlord took some time to provide a rather closely worded answer, it was clear from that answer and the way it was given that it is. The tenant also turned to this matter later in the hearing, saying that they had been in the ground floor flat, and it was in a better condition.
33. The landlord had also provided a single page letter from Black Katz, a letting agency (through which the ground floor letting had apparently been), suggesting that they would market the subject property for £500 per week. The Tribunal enquired as to whether the letting agent had inspected the subject property prior to this, and was informed that they had not, and that this was instead based on the landlord describing the property to them.
34. Mr Jordan Foux, for the landlord, said that – in its current condition – he believed the property was worth £500 per week, but that it might fetch £575 per week in a good condition.
35. The tenant, in reply to the landlord's submissions, said that the landlord did not send workmen unless they were forced to by the involvement of outside bodies. The installation test certificates, the tenant averred, were fraudulent. No one had been at the property to carry out the tests – and the electrical report hadn't been provided when requested.

The Law

36. When determining a fair rent the Tribunal, in accordance with the Rent Act 1977, section 70, "the Act", had regard to all the circumstances (other than personal circumstances) including the age, location and state of repair of the property. It also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.
37. In **Spath Holme Ltd v Chairman of the Greater Manchester etc. Committee (1995)** and **Curtis v London Rent Assessment Committee [1999]** the Court of Appeal emphasised that ordinarily a fair rent is the market rent for the property discounted for 'scarcity'. This is that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms.
38. The Tribunal are aware that **Curtis v London Rent Assessment Committee (1999) QB.92** is a relevant authority in registered rent determination. This authority states where good market rental

comparable evidence i.e., assured shorthold tenancies is available enabling the identification of a market rent as a starting point it is wrong to rely on registered rents. The decision stated: *“If there are market rent comparables from which the fair rent can be derived why bother with fair rent comparables at all”*.

39. The market rents charged for assured tenancy lettings often form appropriate comparable transactions from which a scarcity deduction is made.
40. These market rents are also adjusted where appropriate to reflect any relevant differences between those of the subject and comparable rental properties.
41. The Upper Tribunal in **Trustees of the Israel Moss Children’s Trust v Bandy [2015]** explained the duty of the First Tier Tribunal to present comprehensive and cogent fair rent findings. These directions are applied in this decision.
42. **The Rent Acts (Maximum Fair Rent) Order 1999** applies to all dwelling houses where an application for the registration of a new rent is made after the date of the Order and there is an existing registered rent under part IV of the Act. This article restricts any rental increase to 5% above the previously registered rent plus retail price indexation (RPI) since the last registered rent. The relevant registered rent in this matter was registered on 23 November 2021 at £260 per week. The rent registered on 22 November 2023 subject to the current objection and subsequent determination by the Tribunal is not relevant to this calculation.

Valuation

43. In the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition and on the terms that are considered usual for such an open market letting.
44. The tenant had not provided a rental figure, instead asserting that the rent simply shouldn’t increase – and the landlord’s submission that the property would achieve a rent of around £565 per week in a good condition was unsupported by the evidence they had provided. The Tribunal observed this at the hearing, and the landlord responded that this was in part because they had focussed on the figure of £500 per week, which they felt reflected the condition of the property as it is, rather than seeking to start from a hypothetical starting point.
45. In terms of evidence of market rental value, the majority provided by both parties consisted of asking rents. Asking rents carry very little evidential weight in general, and in the specific the asking rents and the details concerning them provided by the parties were of very little assistance to the Tribunal. Both of the asking rent screenshots

provided by the tenant provided much too little detail to enable the Tribunal to meaningfully consider the evidence provided, and 2 of the 4 pieces of evidence provided by the landlord were for 1-bedroom flats – which are not comparable to the subject property. One of the 2 bedroom flats referred to by the landlord was clearly for a superior property on St Quintin Avenue, at an asking rent of £665 per week (well above even the landlord’s opinion of value), and the remaining asking rent was a 2 bedroom flat on Brewster Gardens advertised for £1,993pcm, but it was the landlord’s own submission that this was for a former council flat, which if true is again not comparable to the subject property, being a maisonette in a period property. The landlord had also provided a letter from Black Katz indicating they would market the property for £500 per week, however this was of very little evidential value. The letting agent involved had not inspected the property, instead relying on a description provided by the landlord, and – other than saying they had let similar properties for between £500 and £515 per week – that letter made no reference to any other comparable properties.

46. The Tribunal considered that the rent achieved of £2,101.67 per month for the ground floor flat in the same building, however, was good evidence of value. That property is smaller than the subject, is in a better internal condition and has access to a garden – which the subject does not.
47. The Tribunal considered the rent in line both with the evidence provided by the parties and its own expert knowledge of rents in the local area of the subject property. The Tribunal felt that by far the best evidence of market rental value was provided by the flat in the same building; and that whilst the ground floor flat was smaller than the subject, this would balance out against the fact it has access to a garden.
48. This would suggest a market rent for the subject property, were it let in the (internal) condition and on the terms considered usual, of around £2,100 per calendar month (SAY £485 per week), which the Tribunal felt matched well with its expectations given its own knowledge of the local market – considering that this starting point would already reflect the external condition of the building.
49. This hypothetical rent is adjusted as necessary to allow for the differences between the terms and conditions considered usual for such a letting and the condition of the actual property at the date of the determination. Any rental benefit derived from Tenant’s improvements is disregarded. It is also necessary to disregard the effect of any disrepair or other defects attributable to the Tenant or any predecessor in title.
50. There was some discussion at the hearing as to the condition of the property, the landlord averring that - whilst not in a perfect condition - the property was in a typical state that would be expected in the

market, and the tenant suggesting it was in a poor state. The Tribunal is an expert one, and based on its inspection the Tribunal finds as a fact that the property is generally in a fair condition, which is worse than would be expected in the market. In addition to the condition of the exterior (which is already reflected in the starting rent adopted by the Tribunal), the living room windows do not close properly (one of them additionally not having a restrictor on its opening) and some of the seals are not tight, the kitchen and bathroom at the property are somewhat basic, there is damage to a partition wall in the living room which is exposed to the lath, there is minor water ingress damage to the ceiling of one of the bedrooms and the banisters and stairs are in a poor condition.

51. In addition, the decorative standard of the property is below that which would be expected in the market - which the tenant observed in their submissions, referencing damaged skirting, wallpaper, tiling and floor coverings amongst other things. However, internal decorations and most minor internal repairs (such as the broken toilet seat and damaged kitchen cabinet door complained of by the tenant) are the responsibility of the tenant under the terms of their tenancy, and therefore fall to be disregarded for the purposes of the fair rent determination.
52. On the other hand, as the Tribunal observed at the hearing, the landlord's responsibilities to repair the interior under section 11 do not, as the landlord averred, only extend to things like the foundations of the property. The meaning of structure under section 11 is much wider than this, and there are other additional responsibilities as well.
53. It is common ground that the lease terms of the tenancy are such that the tenant is responsible for internal fixtures, fittings and decoration at the property. In addition, in a departure from what would generally be expected in the market, the landlord is responsible for the water bill at the property. The Tribunal notes for completeness that there was some argument about whether this was in fact being paid by the landlord, however this is not relevant to the Tribunal's determination as both parties agree that the landlord should be paying that bill. The differences between these lease terms and those that would be expected in the market are a material valuation consideration, and – considering them in the round - a deduction of 7.5% from the hypothetical rent is made to reflect them.
54. The Tribunal made a deduction of 5% from the hypothetical rent to account for the tenant's providing white goods (except for the cooker, which in any case the tenant avers is damaged) carpets, curtains, and other similar furnishings at the property.
55. The Tribunal made a deduction of 2.5% to account for the somewhat basic nature of the kitchen, and that the tenant installed a large part of it themselves.

56. The Tribunal made a deduction of 2.5% to account for the fact that the bathroom, whilst modern, is somewhat basic and cramped – with the shower located under a sloping ceiling.
57. The Tribunal made a further 5% deduction to account for the disrepair at the property, in particular the condition of the stairs and banisters and the windows and more minor issues such as the water ingress damage to the bedroom ceiling and intermittent problems with the hot water supply from the boiler. Whilst the Tribunal notes there is disagreement as to whether some of these defects were reported to the landlord, this is in fact not relevant to the Tribunal's determination as, subject to a limited number of exceptions such as improvements or damage to the property by the tenant, the property is to be valued as it is.
58. The tribunal made no deduction in relation to the water tank at the property. The tenant provided no evidence to show that it was dangerous, a slightly unclear photo aside; and their assertion that it should have been disconnected when the boiler was installed contradicts their submission that it feeds the bathroom installations. In any case, it is difficult to envisage what impact this might have on the rental bid of a hypothetical tenant, which is the sole matter of relevance to the Tribunal in the current exercise.
59. The Tribunal made no deduction in relation to the lack of a fire door for the kitchen. It is common in the market for kitchens not to have fire doors, or to have no doors at all, and the absence of one would not affect the rental bid of a hypothetical tenant.
60. The Tribunal made no specific deduction in relation to the amount of the gas bill at the property, which the tenant complained was high. The quantum of that bill is a reflection of the physical characteristics of the property and the tenant's particular usage. The latter is to be disregarded for the purposes of the fair rent registration as it is a personal circumstance, and the former is already reflected in the Tribunal's valuation.
61. The Tribunal made no deduction in relation to the damage to the living room wall. No evidence was provided as to the cause of that damage, and the remainder of the plasterwork in the living room appeared to be in good condition save for that limited area of damage. Doing the best it could with the evidence provided to it, and in the absence of any explanation of how that damage might have arisen, the Tribunal found on the balance of probabilities that that damage was more likely to have been caused by the tenant rather than by a failing on the part of the landlord.
62. The Tribunal made no deduction in relation to the electrical or gas installations at the property. Whilst the tenant avers that the electrical and gas installations are not safe, the landlord has provided

test certificates from apparently independent parties who say that they are - whereas the tenant has provided no hard evidence to support their assertions to the contrary. The Tribunal was shown an intermittently flickering light on inspection, but this alone is not enough to demonstrate that the electrical safety report is incorrect (or indeed to establish what the cause of this is), and the Tribunal was not at all convinced by the tenant's assertion that safety reports at the property had been fraudulently issued. Those reports were compiled by apparently independent, qualified professionals - and the tenant's unevicenced accusations of fraud against them were, in the Tribunal's judgement, not made out. As regards the lack of access to gas piping, and the inability of the tenant to remove the face plate of one of the electrical outlets in the kitchen, this is irrelevant to the tenant; any repairs to gas pipes or the electrical outlets themselves are the landlord's responsibility under their section 11 repairing obligations.

63. The provisions of section 70(2) of the Rent Act 1977 in effect require the elimination of what is called "scarcity". The required assumption is of a neutral market. Where a Tribunal considers that there is, in fact, substantial scarcity, it must make an adjustment to the rent to reflect that circumstance. In the present case neither party provided evidence with regard to scarcity.
64. The Tribunal then considered the decision of the High Court in *Yeomans Row Management Ltd v London Rent Assessment Committee* [2002] EWHC 835 (Admin) which required it to consider scarcity over a wide area rather than limit it to a particular locality. West London is now considered to be an appropriate area to use as a yardstick for measuring scarcity and it is clear that there is a substantial measure of scarcity in west London.
65. Assessing a scarcity percentage cannot be a precise arithmetical calculation. It can only be a judgement based on the years of experience of members of the Tribunal. The Tribunal therefore relied on its own knowledge and experience of the supply and demand for similar properties on the terms of the regulated tenancy (other than as to rent) and in particular to unfulfilled demand for such accommodation. In doing so, the Tribunal found that there was substantial scarcity in the locality of west London and therefore made a further deduction of 20% from the adjusted market rent to reflect this element.
66. The valuation of a fair rent is an exercise that relies upon relevant market rent comparable transactions and property specific adjustments. The fair rents charged for other similar properties in the locality do not form relevant transaction evidence.
67. Table 1 over-page provides details of the fair rent calculation:

Property:	Flat 2, 38 Brewster Gardens, London, W10 6AJ						
Fair rent calculation in accordance with s(70) Rent Act 1977							
Market Rent				£485	per week		
Disregards				Deduction per week		as % of weekly rent	
Lease terms				£36.38		7.5%	
White goods, carpets, curtains, etc				£24.25		5.00%	
Kitchen				£12.13		2.50%	
Bathroom				£12.13		2.50%	
Condition				£24.25		5.00%	
			Total deductions	£109.13		22.50%	
			Market rent less deductions	£375.88	per week		
Less Scarcity	20.00%	of Market rent less deductions		£75.18			
Adjusted Market Rent				£300.70	per week		
			SAY	£300	per week	Uncapped rent	
Maximum capped rent in accordance with Rent Acts (Maximum Fair Rent) Order 1999				£328.50	per week	Maximum capped rent	
			Fair Rent	£300.00	per week		

Table 1

Decision

68. As the value of £300 per week arrived at by the Tribunal is lower than the maximum rent prescribed by The Rent Acts (Maximum Fair Rent) Order of £328.50 per week, the Fair Rent that can be registered is not capped by that order.
69. The statutory formula applied to the previously registered rent is at Appendix A.
70. Details of the maximum fair rent calculations are provided with the attached notice of decision.
71. Accordingly, the sum that will be registered as a fair rent with effect from 10 April 2024 is **£300 per week**.

Valuer Chairman: Mr O Dowty MRICS
Dated: 9 May 2024

Appendix A
The Rents Act (Maximum Fair Rent) Order 1999

(1) Where this article applies, the amount to be registered as the rent of the dwelling-house under Part IV shall not, subject to paragraph (5), exceed the maximum fair rent calculated in accordance with the formula set out in paragraph (2).

(2) The formula is:

$$\text{MFR} = \text{LR} \left[1 + \frac{(x-y)}{y} + P \right]$$

where:

- 'MFR' is the maximum fair rent;
- 'LR' is the amount of the existing registered rent to the dwelling-house;
- 'x' is the index published in the month immediately preceding the month in which the determination of a fair rent is made under Part IV;
- 'y' is the published index for the month in which the rent was last registered under Part IV before the date of the application for registration of a new rent; and
- 'P' is 0.075 for the first application for rent registration of the dwelling-house after this Order comes into force and 0.05 for every subsequent application.

(3) Where the maximum fair rent calculated in accordance with paragraph (2) is not an integral multiple of 50 pence the maximum fair rent shall be that amount rounded up to the nearest integral multiple of 50 pence.

(4) If $\frac{(x-y)}{y} + P$ is less than zero the maximum fair rent shall be the y existing registered rent.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).