



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

Case reference : **LON/00BJ/HTC/2023/0018**

Property : **12 Eccles Road, London, SW11 1LY**

Applicant : **Charlotte Kirby and Sarah Cramp**

Respondent : **Alice Hutchens**

Type of application : **For recovery of all or part of a prohibited payment or holding deposit: Tenant Fees Act 2019**

Tribunal members : **Judge Robert Latham
Alison Flynn MRICS**

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

Date of decision : **15 July 2024**

DECISION

The Tribunal makes the following Order, pursuant to section 15 of the Tenant Fees Act 2019 (“the Act”):

(1) On or before 26 July 2024, the Respondent shall re-pay Applicants the sum of £303, namely £80 in respect of the professional dry cleaning of curtains and £223 in respect of the preparation of inventories which are “prohibited payments” as defined by the Act.

(2) In accordance with section 15(11) of the Tenant Fees Act 2019, such Order is enforceable by order of the county court as if the amount payable under the Order were payable under an order of that court.

The Application

1. On 20 October 2023, the Applicants applied to the tribunal under the Tenant Fee Act 2019 (“the Act”) for an order that the Respondent repay sums totalling £1,424.37 which they contend are “prohibited payments” as defined by the Act. Section 3 of the Act places a prohibition on landlords from charging most payments associated with a tenancy other than rent and authorised deposits. Schedule 1 specifies those payments that are permitted.
2. The application relates to payments which the Applicants have paid in respect of two tenancies at 212 Eccles Road, London, SW11 1LY (“the Property”):
 - (i) On 16 October 2021, the Respondent granted Charlotte Kirby, Sarah Cramp, Elizabeth Cannon and Susan Hollier an assured shorthold tenancy (“AST”) of the Property for a term of 12 months from 17 October 2021 at a rent of £2,750 pm. The Applicants, Ms Kirby and Ms Cramp, contend that the following were prohibited payments: (a) sums that they expended prior to surrendering their tenancy: window cleaning (£160); deep cleaning (£63.75); and cleaning carpets (£226); and (b) £160 which the tenants paid to the landlord for the cost of dry cleaning the curtains. These sums total £508.75. However, the Applicants only seek to recover £254.37, namely their 50% share (Issue 1). Ms Cannon and Ms Hollier make no criticism of the sums that they were required to pay.
 - (ii) On 8 September 2022, the Respondent granted Charlotte Kirby, Sarah Cramp, Susan Hollier and Polly Gandhi an AST of the Property for a term of 12 months from 17 October 2022 at a rent of £2,828 pm. Before the tenancy commenced, the Applicants inquired whether they could surrender their interest in the joint tenancy. The Respondent was willing to accept a surrender on condition that the tenants compensated her for the loss that she would suffer as a consequence of the early surrender. On or about 4 December 2022, the Applicants vacated the Property. On 17 January 2023, the two new tenants who had been found to replace them, moved into occupation. On 3 January 2023, Ms Kirby paid the Respondent a sum of £1,170. The Applicants seek to recover this sum as a “prohibited payment” (Issue 2). On 28 May 2023, the Respondent refunded a sum of £139.
3. On 5 March 2024, the Tribunal gave Directions. These provided for a paper determination. No party has requested an oral hearing. The Tribunal has been provided with a mass of documentation in respect of this modest claim. The Tribunal has had regard to the following:
 - (i) The Application form dated 20 October 2023 and the Bundle of 26 pages which accompanied this. References to this Bundle will be prefixed by “A1.____”. On 21 May 2023, the Applicants sent a pre-action letter (at

A.18-19). On 28 May 2023, the Respondent sent a detailed response (at A1.20-26).

(ii) The Applicants have filed their Statement of Case (3 pages)

(iii) The Respondent has filed her Statement of Case and a Bundle that extends to 102 pages. References to this Bundle will be prefixed by “R1.____”.

(iv) The Applicants have filed a Reply and a further Bundle of 12 pages. References to this Bundle will be prefixed by “A2.____”.

Issue 1: Prohibited Payments relating to the 1st Tenancy (£508.75)

4. The Applicants rely upon the following passage from the “Tenant Fees Act 2019 Guidance for tenants” which was issued by Department of Housing, Communities and Local Government in September 2020 (at A2.3) (emphasis added) on “Tenancy Check-Out Fees”:

“Q. Can a landlord or agent ask me to pay for a professional clean or deep clean at the end of a tenancy?”

No. A landlord or agent cannot require you to pay for a professional clean when you check-out. This includes a professional deep clean, whether or not in relation to coronavirus (COVID-19). If your tenancy was entered into before 1 June 2019 and you agreed in your contract to pay fees for cleaning to be provided then a landlord or agent could only continue to charge these fees up until 31 May 2020. Since 1 June 2020, the term requiring that payment is no longer be binding on you. If you believe the level of fees being charged is unfair, you should discuss this with your landlord or agent.

A landlord or agent may request that the property is cleaned to a professional standard. You are responsible for ensuring that the property is returned in the condition you found it, aside from any fair wear and tear. Fair wear and tear is considered to be defects which occur naturally or as part of the tenant's reasonable use of the premises.

You cannot be required to use a particular company to clean the property. If the property is not left in a fit condition, landlords and agents can recover costs associated with returning the property to its original condition and/or carrying out necessary repairs by claiming against your tenancy deposit. You should ask your landlord or agent to justify their costs by providing suitable evidence (such as an independently produced inventory, receipts and invoices). If your tenancy deposit does not cover the costs of returning the property to its original condition, the landlord or agent may seek ‘damages’ from you and if you cannot reach agreement on the amount/nature of those costs, they could seek the payment from you by making an application to the courts. See the section on ‘damages’ for more information. A

landlord or agent is not able to claim deductions from your deposit for any change in the condition of the property which is due to fair wear and tear or if you return the property in the same condition as it was found.”

5. In their pre-action letter (at A1.18-19), the Applicants merely assert that the sum of £254.37 which they were required to pay was a “prohibited payment”. In their Statement of Case, they rely on a letter, dated 10 September 2022, in which the Respondent required the tenants to arrange for a professional clean of the house. In her Statement of Case (at R.1), the Respondent asserts that it was a requirement of the tenancy that the tenants should give up the property in as good a condition as at the start of the tenancy when the Property was cleaned to a professional standard. The landlady did no more than require the tenants to comply with the terms of the tenancy.
6. The Applicants have provided details of the sums of £508.75 which they contend are prohibited payments:
 - (i) Invoice for window cleaning (28.9.22) in the sum of £59 (A1.9);
 - (ii) Invoice for deep cleaning (5.10.22) in the sum of £63.75 (A1.10);
 - (iii) Invoice for cleaning carpets (6.10.22) in the sum of £226 (A1.11).
 - (iv) There is no invoice for dry cleaning the curtains. However, the tenant agreed to pay the landlady £160, rather than arrange for this themselves.

The Tribunal’s Determination on Issue 1

7. The 1st tenant agreement is at R.27-39. On 16 October 2021, the Respondent granted Ms Kirby, Ms Cramp, Ms Cannon, and Ms Hollier an AST of the Property for a term of 12 months from 17 October 2021 at a rent of £2,750 pm. A deposit of £2,750 was paid.
8. By Clause 4.1, the tenants covenanted at the end of the tenancy to “give up the Property and the Contents and our Fixtures and Fittings in as good condition as at the start of the tenancy (apart from fair wear and tear)”. Had the tenants failed to give up the Property at the end of the tenancy in this condition, the landlord would have been entitled to make such deduction from the deposit as was sufficient to make good any damage. Had there been any dispute as to the deductions to be made from the deposit, this would have been resolved by the Deposit Protection Service.
9. Whilst the contractual tenancy ended on 16 October 2022, the tenancy would have continued as a statutory tenancy pursuant to the provisions of the Housing Act 1988. It would have been open to the tenants to serve a 28 day Notice to Quit or for the landlord to serve a section 21 Notice giving not less than two months notice. Neither landlord nor tenants took any

steps to determine the tenancy. However, it is apparent that Ms Cannon did not wish the joint tenancy to continue. The tenants rather sought a new joint tenancy, with Ms Gandhi being the fourth tenant.

10. The Respondent was anxious to clarify whether the tenants wanted to remain in occupation after 16 October 2022. Were they minded to leave, she would have advertised the Property at the earliest opportunity. On 4 July 2022 (R.40), the Respondent wrote to the tenants inquiring they wanted a new tenancy when the current contractual tenancy expired. She offered the grant of a new tenancy at an increased rent of £2,792 pm. She sought a response by 31 August. On 1 September (at R.44), she extended the deadline by one week. When they failed to respond, the Respondent had the option to serve a Section 21 Notice.
11. On 10 September (at A1.2), the Respondent sent an email noting that the tenancy was due to expire on 16 October. The email stated (emphasis added):

“Things to do before the lease ends

1. Arrange a professional clean of the house, especially kitchen cupboards, oven, fridge, bathrooms etc. Magda’s company, KMP can arrange that for you, but I will need a formal receipt for the Inventory.
2. Arrange a professional clean of the carpets. Again Magda may be able to help but we will need a formal receipt for the Inventory.
3. Arrange to get the windows cleaned inside and out. I will need a receipt for the Inventory.
4. Clear and weed the back and front, making sure the drains are clear. Clear any rubbish.
5. Wash mattress covers.
6. Replace anything damaged or broken. This includes lightbulbs that are not working and removing the stickers off the kitchen tiles.
7. Arrange professional curtain clean - or I am happy to come to some arrangement there if you’d prefer (like we used to have in the Lease, but such clauses are not permitted any more so I have to insist instead that the curtain are professionally cleaned). Let me know if you would prefer to make a contribution instead of £40 each towards future dry cleaning (which costs a lot more than that).

Confirm Inventory

8. Depending on whether you are willing to sign an Inventory Agreement, I will need to arrange for a Check out and Check In Inventory to be done.

Refund of deposit

9. Once I have received the Check-out Inventory or signed Inventory Agreement which confirms that the professional cleaning, window, curtain and carpet cleaning etc has been done and also whether there has been any damage or breakages, I will arrange a deposit refund for Elizabeth. The remaining deposits will need to be paid to

the house account with a £10.50 top-up per person so that I can add them to the new deposit. I will then transfer the whole lot as one deposit to the DPS and this will be the new Deposit for the new Lease. So there will be 2 payments from the DPS to approve on 17th October- the deposit paid back to Elizabeth (less any deductions) and the other deposits to be paid into the house account so I can resubmit them with the new deposits.

Charlotte, Susan and Sarah please confirm whether you agree to sign an Inventory Agreement (which I will email through shortly) or whether I should arrange an Inventory. Please also arrange the professional cleaning so that I have the receipts for it (carpets, curtains, windows and house cleaning) before the middle of October.

Everyone: the professional Clean and Receipts for all of the cleans (house, carpets, curtains and windows) I will need by 16th October.”

12. It is apparent from this email that it was contemplated by the parties that Ms Cannon would be leaving and that any new tenancy would include a different set of tenants.
13. Had the Respondent insisted on the payment of for a professional clean, this would have been a prohibited payment. However, the Respondent was entitled to require the Property was cleaned to a professional standard. The tenants were aware of this distinction. On 17 September (at A1.5), Ms Hollier wrote to the Respondent in these terms:

“Can we confirm if signing of the Inventory agreement counteracts the laws stated within The Tenant Fees Act 2019 due the first clause? As you mentioned, The Tenant Fees Act 2019 (and the associated guidance paper issued by the OFT) states that requesting a professional clean is an unfair contract term meaning it is not permitted by law. Therefore, we do not feel the need to obtain a professional clean in October 2023. However, we will of course ensure that we clean the property ourselves to a professional standard as required by law and are happy for an inventory to be judged by the standard of our clean. Once we have clarity on this we can send over the inventory agreement.”

14. On 18 September (A1.4), the Respondent replied:

“No the Inventory Letter does not “counteract” the Law. I am a lawyer so I would never ask a tenant to do something that is against the law.

The law states that a Landlord cannot make it a requirement of a Lease that the Tenant pay for a professional to clean the house, but it can require the house to be cleaned to a professional standard and charge the tenant if that has not been done. The Inventory Agreement merely records the fact that the house will have been professionally cleaned as at the start of a new Lease. That is just recording the standard of clean at the start of the new Lease - not requiring that you pay for a professional clean when the Lease ends (which term would need to be in the Lease to impose that obligation and it is not).”

15. On the same day (at R.51-59), Ms Kirby, Ms Cramp, Ms Hollier and Ms Gandhi, signed a new tenancy agreement to start on 17 October 2022 at a rent of £2,828 pm. On 24 September (at A1.13), Ms Cannon wrote to the Respondent stating:

“We have booked a full professional house and window clean. This is scheduled for next week and we will follow up with receipts for your records. If the offer still stands, we would each like to make a £40 contribution towards dry-cleaning. If so, would you like the money to be sent to the usual bank account?”

16. On 5 October (at A1.12), Ms Hollier notified the Respondent that each of the tenants would pay £40 for the curtains. She attached the invoices for the window cleaning and the deep cleaning. A receipt would be provided for the carpet clean which had been arranged for Monday, 10 October.
17. The issue for the Tribunal is whether the Respondent had insisted on the payment for a professional clean of the Property or whether she was requiring the tenants to clean the Property to a professional standard. The Applicants were in a weak bargaining position. They were anxious for a new tenancy to be granted to the new set of joint tenants. The Respondent would only agree to this, if they surrendered the Property at the end of the 1st tenancy in a condition that satisfied her. The tenants could have stood their ground and insisted that the Respondent serve a Section 21 Notice. It was their choice to meet the high standards specified by their landlady.
18. Ms Cannon no longer wished to remain a joint tenant. She had no complaint as to the circumstances in which the joint tenancy was surrendered. On 14 October 2022 (R.65) she wrote to the Respondent in these terms: “Just a personal note to say thank you, 12 Eccles was a pleasure”.
19. The Tribunal is satisfied that the Respondent clarified her position before the cleaning costs were incurred. The Respondent was requiring the Property to be cleaned to a professional standard. The tenants decided to instruct workmen to do this work, rather than do the work themselves. Had the tenants failed to surrender the Property in the condition required by Clause 4.1 of their tenancy agreement, the landlady would have been entitled to make deductions from their deposit. In these circumstances, we are satisfied that these were not prohibited payments.
20. There is one item which we disallow, namely the sum of £160 demanded and paid in respect of the professional dry cleaning of the curtains. There is no evidence before the tribunal as to the condition of the curtains at the commencement of the tenancy in October 2022 or in September 2023, when the tenants agreed to make this payment. The obligation on the tenants was to give up the Property in as good condition as at the start of the tenancy (apart from fair wear and tear). There is no evidence that the curtains required dry cleaning or, indeed, that the landlady arranged for them to be dry cleaned. The Respondent was requiring the Applicants to pay for a professional clean of the curtains. The Applicants had no option

but to pay this sum, if a new joint tenancy was to be granted. We are satisfied that this was a prohibited payment. The Applicants seek repayment of the 50% which they paid, namely £80.

Issue 2: Prohibited Payments relating to the 2nd Tenancy (£1,170)

21. The Applicants rely upon the following passage from the “Tenant Fees Act 2019 Guidance for tenants” (at A2.3) on “Early Termination Fees”:

“Q. Can a landlord or agent charge me if I want to leave a tenancy before the end of my fixed-term or the end of my notice period?”

A landlord or agent can require you to make payments in connection with the early termination of the tenancy if you have requested this, but there are restrictions on what can be charged.

Generally, the costs charged for early termination must not exceed the loss incurred by the landlord (usually the loss in rent resulting from your decision to leave and/or the costs of re-advertising or referencing), or the reasonable costs to the agent (such as referencing and marketing costs).

If a landlord or agent agrees to your leaving early, they can ask you to pay rent as required under your tenancy agreement until a suitable replacement tenant is found. This is because you are liable for rent until your fixed-term agreement has ended or in the case of a statutory periodic tenancy, until the required notice period under your tenancy agreement has expired (if no replacement tenant is found during this time). However, a landlord is not able to charge more than the rent they would have received before the end of the tenancy.

If a landlord agrees to terminate your tenancy early, you should make sure that this is clearly set out in writing. It is good practice for a landlord or agent to agree to a reasonable request to end the tenancy early. Where this is agreed to, landlords and agents should consider on a case-by-case basis whether it is appropriate to charge an early termination fee, for example, whether there are any exceptional circumstances which require the tenant to leave early.

However, they could reasonably charge a fee to cover any referencing and advertising costs that they have incurred because of you leaving early, but they should be able to provide evidence to demonstrate these costs. Please note: a landlord or agent should not require you to pay any charges in this circumstance if you are exercising a break clause in your contract which permits you to leave before the end of your fixed-term (if you have given notice as required by the terms of your agreement).

Q. What can a landlord or agent charge if a replacement tenant has been found?

A landlord or agent may be more willing to let you leave early if you offer to help find a suitable replacement, as this is likely to reduce the up-front costs.

Where a suitable replacement tenant is found and the landlord has agreed to an early termination of the tenancy, the landlord or agent can only charge you rent until the new tenancy has started. If a landlord or agent does not stand to lose any rent because of your decision to leave, they are not permitted to consider lost rent as part of any fee charged for early termination. The landlord or letting agent could reasonably charge a fee to cover any referencing and advertising costs that they have incurred because of you leaving early, but they should be able to provide evidence to demonstrate these costs.

Q. What should I do if a replacement tenant has not been found?

If there is no replacement tenant and the landlord or agent insists on you paying rent until the end of your fixed-term agreement, we would encourage you to continue paying your rent monthly (or as required under your tenancy agreement), until a new tenant is found. You are not required to pay the outstanding rent amount as a lump sum unless you still agree to terminate the tenancy and agree this with the landlord.

22. In their pre-action letter (at A1.18-19), the Applicants merely assert that the sum of £1,170 which they were required to pay was a “prohibited payment”. They assert that this sum covered “the cost of a check in and check out inventory; the cost of a professional clean and the cost of agent fees”.

23. The Respondent contends that this was the loss that she sustained as a consequence of the early surrender of the tenancy. She refers us to paragraph 7 of Schedule 1 of the Act which provides:

“(1) A payment is a permitted payment if it is a payment to a landlord in consideration of the termination of a tenancy at the tenant’s request—

(a) in the case of a fixed term tenancy, before the end of the term, or

(b) in the case of a periodic tenancy, without the tenant giving the period of notice required under the tenancy agreement or by virtue of any rule of law.

(2) But if the amount of the payment exceeds the loss suffered by the landlord as a result of the termination of the tenancy, the amount of the excess is a prohibited payment.”

The Tribunal’s Determination on Issue 2

24. The 2nd tenant agreement is at R.51-59. On 18 September 2022, it was signed by Ms Kirby, Ms Cramp, Ms Cannon, and Ms Hollier. It is not clear when the Respondent signed the agreement. The AST was for a term of 12 months from 17 October 2022 at a rent of £2,828 pm. A deposit of £2,828 was paid.
25. There is no break clause. Clause 8.3 cautions the tenants that the landlord has a discretion as to whether to accept an early surrender. If the tenants opt to do so, they must pay the landlord’s reasonable costs for reletting the Property and continue to pay the rent until a new tenant takes up occupation.
26. Having signed the new tenancy agreement, but before the new term commenced, Ms Kirby and Ms Cramp had a change of circumstances. On 15 October 2022, Ms Kirby (R.68) wrote to the Respondent inquiring whether it might be possible to find alternative tenants for the two Applicants. On 9 November (at R.71), the Respondent wrote to Ms Cramp setting out her position:

“As I mentioned, I am willing to consider a break provided it does not impact me financially and you find suitable replacements. Your timeframe is completely unrealistic to get anything organised in terms of Inventory etc. The only way I would even consider giving you a reference until the end of the Lease in October next year is if you have already paid what you will need to pay as a minimum condition of allowing you to break the Lease.

So at a minimum we are looking at the following:

- the rent which is due on or before Wednesday;
- the cost of getting a Check In and Check Out Inventory done by Independent Inventories. You can get a quote from them to check but I believe the 2 Reports will cost you a total of approximately £600 +VAT
- the cost of a professional clean £350 (what you paid before this lease started)
- the cost of paying my agent to organise the new Lease, Inventory signing etc: £100.

So if you transfer to me the rent due for November plus £585 each to cover the costs as set out above by close of business then that will cover the cost of the aspects that you have to address, assuming that you can also find replacement tenants acceptable to me to start mid December. In the absence of that there is no prospect of my agreeing to break the Lease as I would be out of pocket and you would be a defaulting tenant which is not the kind of reference you would be looking for I suspect.”

27. The factual situation is not entirely clear. It is apparent that the Applicants recognised their responsibility to pay any sums arising from their decision to surrender their interest in the joint tenancy early. On 10 November (R.71), the Applicants informed the Respondent that they planned to move to their new property on 4 December 2022. It is unclear when they vacated the Property. Two replacement tenants were found by the tenants who moved into occupation of the Property on 17 January 2023. The Respondent states that she granted a new lease to the new set of four joint tenants. She has not provided a copy of the tenancy agreement.
28. The issue for the Tribunal is the reasonable losses that the Respondent has suffered as a result of the Applicant's decision to surrender their tenancy early. On 3 January 2023 (at A.17), Ms Kirby paid the Respondent a sum of £1,170 in respect of these losses. However, this was an estimate, and on 28 May (R.94), the Respondent repaid a sum of £139, so the net sum is £1,031.
29. The Respondent asserts that the sums paid cover the following losses (see R.20):
- (i) Rent owing up to 16 January 2024: £300. This does not seem to be disputed by the Applicants.
 - (ii) Inventory Check out: £282 and Inventory Check in: £141. The two invoices, dated 18 January 2023, are at R.79 and R.80. The Inventories were prepared by Independent Inventories (UK) Ltd. The two new joint tenants were not substituted as tenants on the original tenancy agreement. The Respondent rather granted a new tenancy. The two new joint tenants were required to pay a deposit. As the Deposit Protection Service state (at R.99), an inventory is an important document for any tenancy. Under the Act, these costs could not be charged to the new tenants. However, the cost was only incurred as a result of the Applicants' decision to surrender their tenancy. The Tribunal is satisfied that the Respondent was entitled to charge for an inventory. However, we are not satisfied that two inventories were required. The total cost claimed is £423. We note that both invoices bear the same date. We are satisfied that £200 is a reasonable sum for the inventory. We disallow the additional sum of £223. This is not loss reasonably arising from the Applicants decision to surrender their interest in the joint tenancy.
 - (iii) Agency Fee for arranging the new lease: £100. An invoice from NAH Agency Services, dated 20 January 2023, is at R.80. In their Reply, the Applicants question the legitimacy of "NAH Agency Services". This is a paper determination. We are satisfied that the Respondent was entitled to arrange a new tenancy agreement and that this cost is a reasonable cost.
 - (iv) Agency Fee for checking damage to bedroom wall and reinstatement condition: £120. An invoice from NAH Agency Services, dated 30 January 2023, is at R.81. The Respondent states that this involved three visits. The

Respondent obtained an estimate for the work, but then permitted the Applicants to make good the damage themselves. This fee is not unreasonable.

(v) The final sum of £229 relates to cleaning costs. Two invoices from KMP Cleaning Services for £136, dated 31 January 2023, and £68, dated 2 February 2023, are at R.82 and R.83. Again, the Tribunal is satisfied that these costs were reasonably incurred as a consequence of the Applicants' decision to surrender their interest in the joint tenancy early.

30. To conclude, the Tribunal is satisfied that a sum of £223 claimed in respect of the two inventories is a "prohibited payment". We are satisfied that the other sums claimed by the Respondent are costs that she reasonably incurred as a result of the Applicant's decision to surrender their interest in the joint tenancy early. The Respondent resides in New Zealand. Whilst she has done some of the administrative work herself, she has needed to employ an agent. The Respondent has also provided evidence of the fees that would be charged by Savills and Kingsleigh Folkard and Hayward (at R.95-98).

Judge Robert Latham
15 July 2024

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 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.

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