FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) &

IN THE COUNTY COURT at Kingston Upon Thames, sitting at 10 Alfred Place, London WC1E 7LR

Tribunal reference	**:**	**LON/00BD/LSC/2022/0239**
Court claim number	**:**	**G54YJ654**
Property	**:**	**Flat 3, 147 Uxbridge Road, London TW12R 1BQ**
Applicant/Claimant	**:**	**Montana Realty Limited**
Representative	**:**	**Mr I Ferzoli accompanied by Mr Andrew Pike of Dexters the Managing Agents and Mr Kalpesh Rabheru, Company Secretary of the Applicant**
Respondent/Defendant	**:**	**Victoria Louise Wood**
Representative	**:**	**In person**
Tribunal members	**:**	**Judge Dutton & Mr S Johnson MRICS**
In the county court	**:**	**Judge Dutton**
Date of hearing	**:**	**8 November 2023**
Date of Decision	**:**	**4 December 2023**

DECISION

This decision takes effect and is 'handed down' from the date it is sent to the parties by the tribunal office:

Summary of the decisions made by the Tribunal

1. The following sums are payable by Ms Wood the Respondent to Montana Realty Limited, the Applicant by 12 January 2024:

   (i) Service charges: **£1,389.62**;
   (ii) Administration charges to be assessed separately, see directions below.
   (iii) Interest **£250.00** assessed at 4.10% calculated as shown on the particulars of claim but assessed by us and is also payable by 12 January 2024.

Summary of the decisions made by the Court

   (iv) Legal costs to be assessed separately, see directions below

The proceedings

2. Proceedings were originally issued against the respondent on or about 2 July 2020 in the County Court in Kingston Upon Thames under the above claim number. Initially the respondent had judgement entered against her in default but subsequently applied for that to be lifted and filed a Defence on 13th July 2021. On 22nd February 2022 District Judge Armstrong transferred the proceedings to the tribunal.

County court issues

3. After the proceedings were sent to the tribunal offices, the tribunal decided to administer the whole claim so that the Tribunal Judge at the final hearing performed the role of both Tribunal Judge and Judge of the County Court (District Judge). No party objected to this.

4. This case has a somewhat chequered history. Directions were originally issued on 21st February 2023, which set out what appeared to be the issues as raised in the respondent's defence. They included recognition that the ground rent had been paid but that there appeared to be challenges in respect of Japanese knotweed treatment, the installation of metal bollards for the car parking and management failings. The respondent had issued her own application, but this post-dated the County Court proceedings and therefore remains on hold.

5. The application listed the matter for hearing on 23rd June 2023. On 23rd June 2023 the hearing started but could not continue because the respondent, due to childcare problems, had to attend with her seven-year-old daughter. In addition, there appeared to be issues in respect of the submission of late evidence but no order for costs was made and the matter was relisted for 16th August 2023. On 16th August 2023 the matter was further adjourned due to the late production of documentation, which it appeared had not

been exchanged between the parties. The adjournment was on the basis that it would return to the tribunal on the open date and the dates to avoid had to be given. Subsequently it appears that the matter was listed for hearing on 8th November 2023 intending it to be conducted on a face-to-face basis to avoid previous difficulties.

6. However, the respondent contacted the tribunal on the morning of the hearing indicating that she understood she could give evidence by video. There is no evidence of this agreement, although she said the Judge at the hearing in August had said this was the case.

7. She was advised by the case worker on the intention to hold a face-to-face hearing in October yet chose not to question this until the morning of the hearing.

8. We were in fact able to accommodate the respondent and to provide video contact, which enabled the hearing to go ahead.

The hearing

9. At the hearing the applicant was represented by Mr Ferzoli, the director of that company, accompanied by Mr Andrew Pike of Dexters, the managing agents and Mr Rabheru who is the company secretary. The respondent attended in person with no other witnesses.

The background

10. The subject property is in a block of what would appear to be six flats, (the Building) the respondent's flat being situated on the ground floor. No inspection took place and none was requested.

11. The respondent holds the flat under the terms of a lease, which is dated 31st May 2013 between the parties, they being the original landlord and tenant. We shall refer to the terms of the lease as appropriate during the course of this decision.

The issues

12. We asked the parties at the start of the case what matters they were expecting us to determine. Mr Ferzoli told us that the issues that he understood needed the tribunal's attention were the cost of the Japanese knotweed, cleaning services, insurance and management charges. Ms. Wood agreed that these were the items we were to consider but also added the cost of metal bollards to the car parking area.

13. At this time Mr Ferzoli admitted there were no claims for ground rent as those were up to date and any subsequent payments that had been tendered by Ms. Wood had been held pending the outcome of these proceedings.

14. Before we move on to the evidence that we received, it is appropriate to consider the documentation that was before us. There was a main bundle comprising some 596 pages, which included the County Court documentation, a Scott schedule and accounts and invoices for the years in dispute which were those ending December 2018, 19 and 20. In addition to these documents we were also provided with the following that were relevant to the consideration that we needed to undertake:

- Documents relating to the Japanese knotweed;
- Documents relating to the recovery of arrears relevant in insofar as administration charges were concerned;
- Documents relating to the insurance policy;
- Further documents showing communications between the parties.

15. In addition to the above we had a statement from Mr Ferzoli and one in support from Mr Rabheru as well as a number of purported witness statements supporting the respondent's case.

16. The first of these was from a Mariam Barry. It appears that she no longer lives at the property, but she raised concerns in respect of the works for the Japanese knotweed and the faulty intercom system and a general complaint of the conduct of the managing agents.

17. Amongst the documents included in Ms. Barry's statement, which had no statement of truth attached, was a letter from Mr Rabheru, which was undated, referring to the Japanese knotweed confirming that it was growing on his land but within 10 metres of the block of flats. He then went on to say that because the knotweed was within 10 metres of the flats, all should be paying for it. However, he did go on to say that he was happy to pay for the treatment but that if any of the lessees required any certification, they would have to pay for that.

18. There then followed a letter from Jessica Turner, again containing no statement of truth, which does not appear to address any service charge issues.

19. The third statement was from a Mr John Adams which again did not refer to any service charge issues but was more concerned about the development of the land to the rear creating property 147A.

20. The next "evidence" was from a Ms. Tyrelle Lemard who appeared to be a tenant of one of the leaseholders. Much of her statement also went to matters that were not of concern to us in respect of service charge issues. She did make some comment concerning

the lack of cleaning during 2018 but most of her statement centred on the problems that she had in the interior of her flat and in truth this was of no assistance to us.

21. Finally, there were various Court orders annexed. One was confirming the setting aside of the judgement provided a defence was filed by 13th July, which it appears it was, a notice of proposed allocation and the order made by District Judge Armstrong transferring the matter to the tribunal.

22. A second bundle was also provided which contained the witness statement of the respondent running to some 17 pages with exhibits and a respondent's reply thereto, which was equally lengthy.

23. The parties have these various witness statements and court documentation and accordingly we do not propose to go into great detail concerning the contents of same. What we would say about some of the documentation is as follows.

24. The particulars of claim allege that the respondent is in breach of the lease and owes the sum of £2,424.02 together with interest then calculated at £58.10 with a daily rate of 24p and costs. The particulars of claim are dated 2nd July 2020. It would appear to include ground rent.

25. From the statement of account annexed to the particulars of claim it would appear that the following demands for service charges were made:-

20.6.18	£645.34
1.1.19	£663.62
1.7.19	£663.62
4.2.20	£630.44

Against this it would appear that the Respondent made contributions on 12.10.18 of £217.41 and £663.62 on 25.3.19. There appears also to be a balancing credit on 2.7.19 of £26.97. If one then extrapolates the ground rent of £300 and the administration charges it would seem, that the sum in dispute for the service charges is £1,695.02.

26. After setting aside the judgment, Ms. Wood filed a defence in which she denies she owes the service charges, putting it down on the face of it at least, to the refusal to engage on the part of the applicant. Her defence does go on to say that she does not dispute her liability to pay service charges that are reasonably incurred. However, which is we believe her misunderstanding, she asserts that the servicer charges are not recoverable as they had not been approved by the First Tier Tribunal, which is not of course our role. This was made clear to her in the original directions and that it was for her to raise those items of service charges with which she takes issue. The remainder of her defence did not condense to those issues save that there is mention of the knotweed,

confirmation no longer disputed that the ground rent had been paid, and a vague suggestion that the service charges had not been properly incurred. Reference was made to the metal bollards that had been installed in the car park and what she perceived as the lack of attention by Dexters block management an example of which appeared to be the automatic vent system which had not been dealt with correctly.

27. She did raise her medical conditions which we noted and believe have been taken into account in these proceedings.

28. A Scott schedule was produced and could be found at page 94 onwards of the bundle. In respect of various late payment fees, she merely disputes that they are payable but gives no particular indication as to why they are not. In the service charges for the period July to December 2018 she raises the question of the insurance premium, which we will return to, garden maintenance, which appears to include the Japanese knotweed and the works to the car parking bollards. Insofar as ongoing late payment fees are concerned, the respondent indicates that the applicants, through their managing agents, knew that there was a dispute and should not therefore have continued raising these charges.

29. The next document that we had to consider was the witness statement of Imad Ferzoli, the director of the applicant company. He has gone through each item set out in the Scott schedule and in the court defence to which a reply was filed. He does comment on the concerns that Ms. Wood raised relating to insurance matters and that is set out at paragraph 7 of his witness statement to which we will return. Otherwise, the applicant sets out what is said by the respondent in the defence and responds thereto in the witness statement. This does have a statement of truth annexed to it. Mr Rabheru, the company secretary of the applicant made a statement confirming that he agreed with Mr Ferzoli's comments.

30. As we have already indicated, there was a witness statement from Ms. Wood, which was filed sometime in June which runs to many pages. As with the defence, this drifts into matters which are not relevant to the determination of the service charges. They are comments concerning the unsuitability of the property and the difficulties that she had, which do not go to the issues that we have to consider. She also sets out details of her health and her financial resources. It is not until paragraph 41 that comment is made concerning the Japanese knotweed. She raises the issue that the costs were such that a section 20 consultation should have taken place but did not and denies that she is liable to make a contribution as there is no provision in the lease for her to do so in respect of problems on a neighbouring property.

31. She makes complaints concerning the cleaners both in respect of internal and external issues, although the hearing seemed to confirm this related to the year 2018 only. We have noted what is said about the car parking and will deal with that in due course and

also the insurance. It is not wholly clear whether she is attempting to put forward alternative comparable quotes but none seem to be within the bundle. Indeed, it seems that her concerns were really limited to 2018 when there is the suggestion, we think admitted by Mr Ferzoli, that the insurance premium covered not only the Building, but also the property to the rear at 147A, owned we understand by Mr Rabheru.

32. As to Dexters management fees she makes complaints about them indicating that she considered that there had been shortcomings in respect of their involvement, in particular concern relating to some fire prevention matters which were not actually pursued at the hearing. From paragraph 88 onwards she refers to historic matters, lack of repair, maintenance and others, which do not assist us in connection with these proceedings. They do however go to the services provided by Dexters.

33. In the conclusion she indicates that she is not liable for any of the sums claimed against her. It is alleged that consultation under the act has not been undertaken and that there had not been proper repairs carried out. Under the heading 'Way forward', she says that she has never said she will not pay the service charge but she wanted to sit round the table and discuss the issues. It is her request for information which seems to have been ignored she says by Dexters which has caused her to refuse to pay any service charge contributions since 2018.

34. Mr Ferzoli's response was equally lengthy and covers much of which is set out in Ms. Wood's statement even though they are not issues that we are required to deal with. Indeed, it is not really until paragraph 24 of the witness statement that reference is made to service charge items and here Mr Ferzoli addresses the issue of the Japanese knotweed. We have noted all that has been said in that regard.

35. As a matter of comment, it seems that there is some animosity between the applicant and Ms. Wood. Ms. Wood's basis of defence is largely that she was not contacted by the managing agents when she wished to deal with issues and that she was not being listened to. However, at the hearing she helpfully agreed that the matters that we had to deal with were somewhat limited and we propose, therefore, to now address those issues on an issue-by-issue basis, the first being the Japanese knotweed.

36. The history of this is that it appears Japanese knotweed was discovered at the boundary but within the property 147A Uxbridge Road which is owned by Mr Rabheru. This was apparently raised with Mr Ferzoli, which is not unusual as they are involved in the Applicant company. It was decided that steps should be taken to eradicate the knotweed without it seems a great deal of reference certainly to Ms. Wood. She says she only discovered that there was some expense when she noted that there was a figure of £900 in

the accounts for gardening when there is little or no garden available to her.

37. It appears that sales/purchases of flats in the building had been unable to proceed because of the existence of the knotweed and in those circumstances, Mr Ferzoli had decided it would be appropriate to take steps to remove the knotweed and instructed Dexters to deal with this. It appears that they contacted Japanese Knotweed Limited who started treatment in January of 2018 and concluded same on 31st December 2022. In the bundle was an insurance backed guarantee from 1st January 2023 to 31st January 2028. It appears that there was initial treatment by this company followed by annual attendances over a following three-year period. The total costs were £1,650 plus VAT and a further insurance premium of £50.40 making a total liability of £2,030.40. Apparently, all other lessees save for Ms. Wood have been making contributions towards this expense.

38. It appears that agreement had been reached with Mr Rabheru that he would pay 22% of these costs and by reference to Mr Ferzoli's witness statement it is shown that he has done just that and has been making regular contributions over the three years of £92.40 for 2019 and 2020 and £94.90 for 2021. Ms. Wood's contribution would be 13.33% of the balance which appeared to be £43.67 per annum.

39. However, the total sums involved whether one deducted Mr Rabheru's contribution over the period of £466.65 or did not, indicated that a section 20 consultation should have taken place. That of course is on the assumption that the service charges could be recoverable for this item of work. In that regard we raised with the parties at the hearing whether the provision in the lease at schedule 7 under the heading Part 1 Services could provide some comfort to the Landlord. At (h) the following is said as definition of services *"Any other service or amenity that the landlord may in his reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building."* The Building is defined at the start of the lease as 147 Uxbridge Road and is by reference to a plan which does not include the property at 147A which lies to the rear.

40. It seems to us the problem with this particular clause is that it is a service provided by the landlord for the benefit of the tenants and occupiers. On the face of it this is a service being provided to Mr Rabheru to remove the Japanese knotweed which undoubtedly has a benefit to the leaseholders.

41. On this point it seems to us that we either allow the clause in the lease to include the costs of these services in which case section 20 would apply and Ms. Wood's contribution would be limited to £250. In the alternative, the provision does not cover the works undertaken for Mr Rabheru's property which on the face of it

would be his sole liability. Against that, however, is the potential need on sale to obtain the certificate for which it would seem there may the possibility of a copy being produced upon payment of the sum of £200 to Japanese Knotweed Limited.

42. All other leaseholders have contributed towards these costs. In the circumstances we are prepared therefore to accept that (h) does extend to include these works as being of benefit for the tenants and occupiers of the buildings but that they are caught by the section 20 provisions and that therefore **Ms. Wood's contribution is limited to £250**. In paying that, however, she must be entitled to receive the certificate as the other lessees are presumably so entitled.

43. We turn then to the question of cleaning. At the hearing Ms. Wood appeared to indicate that her concerns were only for the year 2018 and this is to an extent set out in supportive correspondence. Ms. Wood seemed to consider that the cleaning services have been acceptable since 2019. The cleaning costs for 2018 are only £450, a contribution of which would be £59.98. From an email Ms. Wood sent on 5th March 2019 it does look as though the cleaning aspects had been properly dealt with. This we understand is undertaken by Rose Property Services. Before then there is a small invoice, and we are prepared to accept that there must have been some cleaning even if it may not have been as good as it should have been and therefore find **the sum of £59.98 is payable for this year**. Insofar as the subsequent years are concerned, they are as set out in the accounts and are payable.

44. Insurance. This is a somewhat complicated issue. It appears that in 2018 for part of it the insurance for the building also included 147A. Ms. Wood confirmed that she was only concerned about the insurance for this period when it appeared the company was insuring more than one property. At paragraph 7 of his witness statement Mr Ferzoli says this *"the applicant denies that the premium for 147A Uxbridge Road was ever passed on to the leaseholders. It is admitted that 147A Uxbridge Road was in respect of the period 4.8.17 to 3.8.18 insured at the same time through the same broker/insurer (see the schedule at pages 380 to 381 in the bundle) but it is clear from the 2018 accounts that the sum for insurance therein included (see accounting policies for the year ended 31st December 2018 on page 142 of the bundle) the premium for the period 1.11.18 to 31.10.19 and also the previously not charged property owners insurance via Towergate Underwriting for the period 4.8.17 to 3.8.18. It is shown on the said schedule that 147 Uxbridge Road the premium was £1,995.91 and for the rear of 147 Uxbridge Road (which we understand to mean 147A Uxbridge Road) the premium was £1,606.20, the total premium was £3,627.11 being the sum of those two premiums plus the £25 underwriting fee"*.

At paragraph 8. He says "*The schedule for the period 1.11.18 to 31.10.19 at pages 388 and 289 of the bundle shows the premium for the year was £2,024.60.*"

45. One then looks at the service charge accounts for the year ending 31st December 2018, the insurance for 147Uxbridge Road is shown as £3,499.56 as against the previous year's insurance of £1,5011.30. In the following year ending December 2019 the insurance is now £1,792 for the year and in respect of the year ending 31st December 2020 has dropped to £649.

46. At the hearing Mr Pike made reference, although without providing any documentation, to suggest that there had been some form of refund to the applicant company. What does seem clear from the accounts, is that certainly in 2018 the sum that is recorded is the figure that Mr Ferzoli stated, covered both properties.

47. The lack of transparency must be held against the applicants in this case. Accordingly, it is our finding that insofar as the year 2018 only is concerned, the insurance that is recorded as £3,499.56 should be reduced to the premium which is referred to by Mr Ferzoli in his witness statement at paragraph 7 of £1,995.91. We therefore disallow the difference which is £1,503.65 and **in Ms. Wood's case a reduction of £200.** We see no merit in any of the challenges to the subsequent insurance and indeed Ms. Wood did not really pursue that.

48. The next service charge issue we were required to consider is that of management. The charge for the management of the property is £1,620 and has been at that level throughout the years in question. This gives rise to a management charge of just around £216 per annum for Ms. Wood. She complains that there has been little or no communication and that the services provided by the managing agents are deficient. One only has to look at the main bundle to see that this is over-egging the pudding. They were involved in dealing with the Japanese knotweed and we have all the documents in respect thereof. They have been dealing with the question of insurance and insurance policies for the period have also been included. There are also cleaning costs, electrical testing and provision of refuse removal etc. In the circumstances, whilst Ms. Wood may consider that the service has not been to her satisfaction, **we are satisfied that given the sum charged the costs are reasonable and are payable.**

49. The last service charge issue relates to the car parking. It appears that there is no defined car parking space save for two properties. Certainly, Ms. Wood has no car parking. It appears that bollards were erected, and we had available an invoice from Inside Out Property Maintenance Limited dated 22nd August 2018 for £636 in relation to supply and fitting for new parking signs on posts set in fresh concrete in the car parking area.

50. We think we can probably take this point quite shortly. It seemed to be accepted by Mr Ferzoli. The use of the car park is on a limited basis. Only flats 1, 4, 5 and 6 have allocated spaces and we think perhaps only flats 1 and 4 have those specifically demised. Ms. Wood's view is that the cost of the bollards should be charged to each of the leaseholders who have been allocated a space. This did not seem to be argued against to any degree by Mr Ferzoli and it does seem to us to be fair. In those circumstances we find that the costs of the bollards as set out on the Inside Out Property Maintenance invoice are not chargeable to Ms. Wood. They should therefore be removed. **Applying her percentage of 13.33 would result in a reduction of £84.78.**

51. In summary therefore we find that the following reductions should be made to the service charges payable by Ms. Wood:-

For the Knotweed the charge is £2,030.40 (see para 37 above) This gives a contribution of £270.65 when applying her liability of 13.33%. **In limiting her contribution to £250 this means she is entitled to a credit of £20.65**

For the insurance we have found there should be a reduction of £200 (see para 47)

For the car parking bollards there should be a reduction of £84.78

The total credit due is £305.40, thus reducing her liability from £1,695.02 to £1,389.62

52. The last matters that we needed to deal with then which were not in truth addressed to any degree by the parties was the administration charges and costs.

53. Before we turn to that we should also cover the question of interest for at the fourth schedule under tenants covenants is a proviso for interest on late payment which is at the rate of 4% above the base lending rate for Barclays Bank PLC. It would seem to us to be an administration charge and can be determined by us as a tribunal. We are entitled to assess the interest payable. Ms. Wood has made no attempt to make any service charge payments for some years. This limits the Applicant's ability to carry out work and prejudices the other leaseholders. We see no reason not to award interest in some amount. We have noted what was claimed in the particulars. Given that Ms Wood has had some partial success we conclude that to do justice to this element a lump sum for **interest can be assessed at £250, which we so order, to be paid at the same time as the service charge element.**

54. At paragraph 7 of the tenants covenants under schedule 4 is the provision for "*the tenant to pay to the landlord on demand the costs and expenses (including any solicitors surveyors or other professionals fees costs expenses and any VAT on them assessed on a full indemnity basis incurred by the landlord both during*

and after the end of the term) in connection with or contemplation of any of the following: (a) enforcement of any of the tenants covenants, (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections notwithstanding that forfeiture is avoided otherwise then by relief granted by the Court" and three other provisions which did not really apply in this case.

55. Under section M of the bundle there are a number of documents relating to the relationship between Ms. Wood, Dexters and the applicant. This also evidences the work that the managing agents put into in dealing with matters. This can particularly be seen in an email from Mr Clark of the 19 February 2020 and there are certainly a number of emails and letters sent to Ms. Wood reminding her of her obligation to make the service charge payments, including a final notice within intended proceedings in April of 2018 which appear to have been by and large ignored in that no service charges have been paid since 2018.

56. It appears that in February of 2020 the arrears situation was passed to solicitors at Leasehold Debt Recovery who then began to communicate with Ms. Wood starting with a letter of claim dated 12th February 2020. This listed the service charges, late payment and ground rent charges showing a total due of £1,842.02. This was followed with a further letter on 24th February 2020 and another on 2nd March 2020.

57. The first response we had from Ms. Wood is dated 31st March 2020 in which she recites the various letters that had been sent and her inability to respond because of health issues as well as domestic issues. She raised the question of the costs that were being claimed leading to the Leasehold Debt Recovery Company providing her with the costs set out which are contained at page 420 of the bundle. There is a breakdown given as to how these costs have been assessed. Following these letters proceedings were commenced and we now find ourselves dealing with the case as a result.

58. Although in the letters from Leasehold Debt Recovery from 2020 onwards they indicate that Ms. Wood is in breach of the terms of the lease, they make no reference to the lease terms, which they say she is in breach of. It is clear that the lease enables the recovery of costs as we have recited above in the fourth schedule at paragraph 7. And it could be argued that the letter before action written by Leasehold Debt Recovery may well be included although there is no indication on their headed notepaper that they are a firm of solicitors or in any way registered with the solicitors regulatory authority.

59. However, they would seem to forward a definition of administration charges as set out in schedule 11 part 1 to the Commonhold and Leasehold Reform Act 2002. The tenant of

course has the ability to object to these by reference to paragraph 5A of that section.

60. As the matter was not fully explored at the hearing what we propose to do is include in the directions set out at the foot of this document relating to the overall costs for which a substantial sum in excess of £20,000 is claimed but also to include directions for the applicant to justify these administration charges and to give the respondent the chance to properly respond to them. Accordingly, as far as these proceedings are concerned, we confine our findings to those service charge issues that the parties said they wished us to deal with.

Claims for costs

Directions

1. **On or before 22 December 2023** the Applicant shall send to the Respondent and the tribunal; a statement setting out the terms of the lease that allow the recovery of costs in this case. In addition, they shall supply a copy of Counsel's fee note and confirmation as to his hourly rate and time spent. Confirmation that the Applicant seeks to recover the costs on a contractual basis and any submissions in respect of the provisions of para 5(A) of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 should also be made.

2. **On or before 19 January 2024** the Respondent shall reply to the statement above and the schedule of costs dated 21 June 2023 giving

   (a) the reasons for opposing the application, with any legal submissions;

   (b) Any challenge to the amount of the costs being claimed, with full reasons for such challenge and any alternative costs;

   (c) Details of any relevant documentation relied on with copies attached.

3. In respect of the **administration charges** the Applicant shall list each one and provide copies of the demands made for same, the terms of the lease that allow the recovery of same and the breach that is said to have occurred to justify the claim and supply such Submissions to the **Respondent and the tribunal on or before 22 December 2023.**

4. The Respondent shall respond to same providing the same response as set out at paragraph 2 above under the heading Directions **by 19 January 2024 and provide a copy to the tribunal.**

5. The tribunal will consider the costs/administration charges, sitting as a County Court/tribunal as appropriate on the basis of the written Submissions made, unless **before 8 January 2024** either party applies for a face to face hearing and at the same time gives dates they must avoid in the **period 29 January to 22 March 2024.**

Name: Judge Dutton **Date:** 4 December 2023

ANNEX - RIGHTS OF APPEAL

Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.

3. 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.

4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers

5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Appealing against the County Court decision

1. A written application for permission must be made to the court at the Regional tribunal office which has been dealing with the case.

2. The date that the judgment is sent to the parties is the hand-down date.

3. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.

4. The application for permission to appeal must arrive at the Regional tribunal office within 28 days after the date this decision is sent to the parties.

5. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.

6. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the appropriate County Court (not Tribunal) office within 14 days after the date the refusal of permission decision is sent to the parties.

7. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the County Court

In this case, both the above routes should be followed.