



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

Case reference : **CAM/22UF/PHI/2023/0067
CAM/26UE/PHI/2023/0045
CAM/12UE/PHI/2023/0063-65
CAM/26UL/PHI/2023/0056
CAM/42UF/PHI/2023/0059 & 60**

Park homes : **99 Temple Grove, Temple Grove
Park, West Hanningfield
Chelmsford CM2 8LH**

Park homes : **104 Elstree, Elstree Park, Barnet
Lane, Borehamwood WD6 2RP**

Park homes : **33 Willow Way, 37 Brookway and
40 Brookway, St Ives Park
Needingworth Road
St Ives PE27 5NU**

Park homes : **22 Marshmoor Crescent,
Marshmoor Crescent Park
Marshmoor Lane
Hatfield AL9 7HZ**

Park homes : **21 Drovers Rise and 44 Shepherds
Grove, Shepherd's Grove Park,
Stanton, Bury St Edmunds IP31
2AY**

Applicant : **The Berkeley Leisure Group Ltd**

Respondents : **Mr Peter Bunker and the other
park home owners named in the
Schedule to this decision**

Type of application(s) : **Applications under the Mobile
Homes Act 1983 to determine pitch
fees**

Tribunal member(s) : **Judge David Wyatt
Mrs E Flint DMS FRICS**

Date : **20 December 2023**

DECISION

Decisions of the tribunal

The tribunal considers it reasonable for the relevant pitch fees to be changed and orders that the amounts of the new monthly pitch fees payable by the Respondents from 1 January 2023 are as set out in the last column (headed “**Determined**”) of the relevant table at Schedule 1 to this decision.

The tribunal is sending copies of this decision to the Respondents, but to avoid any possible delay the Applicant shall send copies to the Respondents as soon as possible using any contact details available to them.

Reasons

Procedural history

1. The Applicant applied to the tribunal under paragraph 16 of the terms implied into the relevant pitch agreements by Chapter 2 of Part I of Schedule 1 to the Mobile Homes Act 1983 (the “**Implied Terms**”) to determine the pitch fees payable for specified park homes on several sites with effect from the review date of 1 January 2023.
2. On 28 July 2023, the procedural Judge gave case management directions in relation to each site. These required the Applicant to send the relevant application documents to each relevant occupier, with a statement of case including any submissions and evidence relied upon in contending that the Retail Prices Index (“**RPI**”) was a better measure of relevant inflation than the Consumer Prices Index (“**CPI**”) over the relevant period or that there were other considerations in favour of the increase sought, and any witness statement and other documents relied upon. Occupiers who wished to actively oppose the proposed increase were directed to complete and return a reply form, and send to the Applicant case documents they wished to rely upon.
3. On 27 September 2023, the procedural Judge noted that the only continuing proceedings were those relating to the Respondents. The tribunal had consented to withdrawals of the other applications because the Applicant had confirmed they had been resolved by agreement. The Applicant was given permission to produce a late reply in their bundles in October 2023.
4. The Applicant produced bundles of the documents required by the directions, one for each remaining site, including a response from Mr Bunker to the Applicant’s reply in relation to Temple Grove Park. In relation to their sites, Mr Bunker of 99 Temple Grove and the occupiers of 104 Elstree alleged deterioration in condition and decrease in amenity, reduction in services and deterioration in the quality of services. Those allegations are explained below.

5. On 9 November 2023, the procedural Judge directed that the tribunal would inspect Elstree Park and Temple Grove Park on 28 November 2023 and the hearing would be conducted remotely on 29 November 2023, unless any person wishing to attend notified the tribunal by 16 November 2023 that they would be unable to do so on those dates. There was no such notification. On 22 November 2023, Mr Bunker sent an e-mail with further information and photographs, as permitted by the further directions. On 23 November 2023, the Applicant sent a short statement in reply.
6. On 28 November 2023, the tribunal inspected Elstree Park and Temple Grove Park, and Mr Bunker sent a brief e-mail statement from Jennifer Dine disputing one of the statements in the Applicant's latest reply. At the hearing by video on 29 November 2023, the Applicant was represented by its Finance Director, Steve Drew, with his colleagues Ms Chapman and Mr Carson attending. Mr Bunker and Pearl Farrer represented themselves. None of the other Respondents attended; we were satisfied that reasonable steps had been taken to notify them of the hearing and considered it was in the interests of justice to proceed in their absence.

Pitch fees - law

7. Under paragraph 22 of the Implied Terms, the owner shall (amongst other things) maintain in a clean and tidy condition those parts of the site, including access ways, which are not the responsibility of any occupier of a mobile home stationed on the site. Similarly, the express terms of the relevant pitch agreements require the owner to maintain such parts of the park in a good state of repair and condition.
8. Under paragraph 29 of the Implied Terms, "*pitch fee*" means (with emphasis added): "*the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts...*". The relevant agreements did not so provide; water, sewerage and other services are payable in addition. It appears the Applicant recovers any local authority site licence fee by adding an equal proportion to the pitch fee and collecting this from occupiers. Any rental for separate garages is payable in addition to the pitch fee.
9. When determining the amount of a new pitch fee, particular regard shall be had to the matters set out in paragraph 18(1) of the Implied Terms. These include sums spent on particular types of improvement (a), any relevant deterioration in the condition, and any relevant decrease in the amenity, of the site (aa), any relevant reduction in the services that the owner supplies to the site, pitch or mobile home, and any relevant deterioration in the quality of those services (ab).

10. Paragraphs 18 to 20 of the Implied Terms are reproduced at Schedule 2 to this decision. In Wyldecrest Parks (Management) Ltd v Kenyon & Ors [2017] UKUT 28 (LC), the Deputy President reviewed earlier decisions and observed at [47] that the effect of the implied terms for pitch fee review can be “*summarised in the following propositions*”:

“(1) The direction in paragraph 16(b) that in the absence of agreement the pitch fee may be changed only “if the appropriate judicial body ... considers it reasonable” for there to be a change is more than just a pre-condition; it imports a standard of reasonableness, to be applied in the context of the other statutory provisions, which should guide the tribunal when it is asked to determine the amount of a new pitch fee.

(2) In every case “particular regard” must be had to the factors in paragraph 18(1), but these are not the only factors which may influence the amount by which it is reasonable for a pitch fee to change.

(3) No weight may be given in any case to the factors identified in paragraphs 18(1A) and 19.

(4) With those mandatory considerations well in mind the starting point is then the presumption in paragraph 20(A1) of an annual increase or reduction by no more than the change in RPI. This is a strong presumption, but it is neither an entitlement nor a maximum.

(5) The effect of the presumption is that an increase (or decrease) “no more than” the change in RPI will be justified, unless one of the factors mentioned in paragraph 18(1) makes that limit unreasonable, in which case the presumption will not apply.

(6) Even if none of the factors in paragraph 18(1) applies, some other important factor may nevertheless rebut the presumption and make it reasonable that a pitch fee should increase by a greater amount than the change in RPI.”

11. For pitch fee review notices given from 2 July 2023, the relevant provisions were amended by the Mobile Homes (Pitch Fees) Act 2023. This changes the presumption to refer to CPI instead of RPI, but does not apply to the review we are considering.

Issues

12. On 17 November 2022, the Applicant wrote to the Respondents, with the prescribed form, proposing to increase their monthly pitch fees with effect from 1 January 2023 to the amount in the column headed “Proposed” in the relevant table at Schedule 1 to this decision. In each

case, they said the last review had been with effect from 1 January 2022 and had been concluded by agreement at the monthly fee set out in the column headed “2022” in that table.

13. The Applicant said the latest RPI was 356.2 and the RPI published for the month 12 months before was 312, an increase of 14.2%. Strictly speaking, it was 14.16 recurring. The Applicant had offered a discount for advance payment, or payment by direct debit. They said the effect of such discount would be to reduce the net increase to less than the change in CPI over the same period, which they said was 11.1% (11.0915%).
14. At the hearing, Mr Drew confirmed it was not the Applicant’s case that there had been any regard to any relevant deterioration, decrease or reduction (for the purposes of paragraph 18 of the Implied Terms) in any determination of pitch fees since the relevant date (26 May) in 2013.

RPI/CPI at a time of high inflation

15. In response to the original pitch fee proposal letter, Mr Bunker wrote to the Applicant on 6 December 2022 pointing out that if the matter went to the tribunal he would expect accounts/budgets to be included in evidence. He argued that the main drivers of the high inflation over the relevant period - he mentioned energy, fuel, food and transport costs - had little effect on the running costs of a residential park home site, asking whether all staff at the Applicant were receiving a 14.2% pay rise.
16. In his case documents, Mr Bunker observed that RPI was no longer used by the Office for National Statistics (“**ONS**”) as an official measure of inflation (it ceased to be a national statistic in 2013). He also pointed to the lack of any accounts/evidence of increased costs; the Applicant said these were not broken down to show how much was attributable to each park. Mr Bunker said the Applicant’s accounts showed profit of £4m in 2020, £11.3m in 2021 and £8.4m in 2022, with administrative expenses rising between 2021 and 2022 only by 2.8% of turnover.
17. The occupier of 40 Brookway at St Ives Park had sent a letter to the Applicant saying that nothing had been done to improve the site and expressing concerns about increases in all costs for residents. Pearl Farrer, an occupier at Marshmoor Crescent Park, said this was a huge increase, explaining that she relied on support which left very little even for food and she could not pay what was being sought. She was, naturally, very concerned. She may wish to take independent legal advice, whether from Lease Advice (www.lease-advice.org) or other sources.
18. The Applicant said only that business cost had increased during the relevant period, not by how much. Despite the arguments from Mr Bunker and the direction from the tribunal, the Applicant produced no evidence of costs or anything else to indicate that RPI was a better measure of relevant inflation than CPI over the relevant period or that there were any other factual considerations in favour of the RPI increase sought.

19. At the start of the hearing, we referred to the submissions made earlier by Mr Bunker and observed that by 2018 the ONS had published their guidance warning that RPI was not a reliable measure of inflation. Mr Drew said at the hearing that staff costs had increased by more than CPI, but did not say by how much. He said no evidence of this had been provided because the details should not be matters of public record. The Applicant said the discounts they had offered occupiers if they agreed the new pitch fees (and paid for the whole year in advance or on the first of each month by direct debit) would have reduced the net increase to less than the change in CPI. Mr Bunker observed that he already paid by direct debit, but we bear in mind that immediate agreement also saves the operator the time and work involved in tribunal proceedings.
20. We consider that it is reasonable for the pitch fees to be increased, but (absent any site-specific factors in favour of a greater or lesser increase) only in line with CPI over the relevant period. It was not said and we are not satisfied that the Applicant's total relevant costs increased by more than CPI (even if staff costs did) or that there are any other reasons why the relevant pitch fees should be increased above CPI inflation.
21. Accordingly, for a period of unusually high inflation, we consider it unreasonable to increase these pitch fees in line with RPI, which is unreliable and/or (as noted by the ONS in the guidance referred to at the hearing) tends to overstate inflation. We referred the parties to the CPI/RPI dataset published by the ONS. This shows low annual changes (with correspondingly modest differences between CPI and RPI) for many years until the latter part of 2021, increasing rapidly across the relevant period.
22. It seems to us that this determination is within the "limit" of the presumption in paragraph 20(A1) of a change by "no more than" the change in RPI, as noted above. However, if we are wrong about that, we consider that the exceptional circumstances (not encountered since paragraph 20(A1) was added) of such high inflation, of which RPI is not a reliable measure and/or is likely to have been overstating that very high inflation, are sufficient to rebut (outweigh) the presumption.
23. Accordingly, we determine that the pitch fees for the following homes at the following sites should be increased, but only in line with the CPI increase over the relevant period:
 - (a) 33 Willow Way, 37 Brookway and 40 Brookway at St Ives Park, PE27 5NU;
 - (b) 22 Marshmoor Crescent, Marshmoor Crescent Park, Hatfield AL9 7HZ; and
 - (c) 21 Drovers Rise and 44 Shepherds Grove at Shepherd's Grove Park, Stanton, Bury St Edmunds IP31 2AY.

104 Elstree, Elstree Park, Borehamwood

24. Mr Drew accepted that, whether RPI or CPI was the appropriate measure of inflation, the presumption in paragraph 20 assumed that the operator had kept the relevant site in good repair.
25. The Applicant acquired this site in 1988. It is licensed for 127 pitches, 110 of which were occupied at time of their notice. The relevant Respondents asserted in their reply form that since 26 May 2013 there had been deterioration in condition, decreased amenity, reduced services and deterioration in the quality of those services. They referred to their complaint in December 2021 about the previous proposed pitch fee increase (for 2022). They suggested the two site workers could be doing more to look after the site. They said a water leak had not been fixed. They made general property maintenance and other complaints. The Applicant produced no real evidence of expenditure or maintenance to counter these complaints.
26. On inspection, the area around the entrance to Elstree Park was in reasonable condition. Some surfaces were good, although some had poor patch repairs (at the entrance and where the surface has probably been cut to install services). The road surfaces and grounds maintenance to one side, with older park homes and vacant sites apparently planned for redevelopment, overgrown with temporary fencing, were poorer. Fire and gritting boxes were provided in reasonable number. The site office was closed, but indicated it was normally open from 9am to 1pm Monday to Friday.
27. We are satisfied that there has been deterioration in the condition of the site, which needs better maintenance in some areas. However, it has largely been maintained in clean and tidy condition and the weaker area is not immediately beside the relevant home. In the circumstances, we consider that the pitch fee should be increased, but only by 80% of the CPI increase (which is just under 63% of the RPI increase) over the relevant period. Please see below for general comment about this.

99 Temple Grove, Temple Grove Park, Chelmsford CM2 8LQ

28. The Applicant had owned this site for over 25 years. It is licensed for 170 pitches and 143 of those were occupied at the time of their notice. Mr Bunker alleged deterioration in the condition of the park, pointing to access ways and the car park. He alleged decrease in amenity because a communal area had been used to site several new pitches. He also alleged reduction in services, or deterioration in quality of services.
29. As to condition, this is a sloping site a long way from the main road, with limited facilities and a large communal car park. The homes nearer the car park have no space for parking on their pitches. Those further away generally have small single parking bays. The Applicant said the car park was in “sufficient” condition and it was not feasible to put new markings on the loose surface, which had worn over many years. In our

assessment, the car park is not in sufficient condition, with a loose surface and parking space markings generally worn away. Mr Drew accepted it may be more than 10 years since any real resurfacing; that seems very likely. There were no plans to resurface the car park.

30. Some of the footpaths from the communal car park to homes have loose or broken surfaces in sections, which is particularly unsatisfactory where these are not on level ground. Photographs and an accident report form dated 31 October 2023 had been produced in relation to Mrs Dine, an occupier who said she had tripped in a hole on one of the paths and been injured. The Applicant said Mrs Dine had told an unnamed member of staff that she “may” have tripped on wood in a nearby pitch. We do not make any finding about that dispute, not least because Mrs Dine did not attend the hearing and it is not necessary for us to do so. We have already found that sections of the paths are in poor condition, as noted above. The roads also need work in places, with long sections where narrow trenches have been dug for services and poorly covered, and various smaller worn areas.
31. There is clearly a significant volume of traffic in the car park and on the site roads, which the location and dense housing around the central car park makes inevitable. It will be used by residents of the nearer homes, for deliveries and by visitors. It needs a corresponding level of maintenance, but does not appear to have had this (or not for a long time). We accept Mr Bunker’s evidence that the car park is full at evenings and weekends, so a lack of markings causes parking/access problems. No evidence was produced to counter the allegation (and impression on inspection) of inadequate maintenance.
32. The evidence of any decrease in amenity was less significant. We accept Mr Bunker’s evidence that an open area (now signposted Anne’s Close) was previously used for leisure/play, particularly for ball games for children visiting relatives on the site, but we had no photographs or details of the area from that time. It was said the development work began in 2019. The area now accommodates some homes and some bases. The Applicant pointed to facilities which they said had been provided on the remaining part of the area, including a boules pitch, a pond (described as a water feature) and a modest surfaced area with a bench. They said the developed area had not been reserved in the site licence or planning documents as amenity land. However, there was no suggestion that there had been any restriction on its use by occupiers and their visitors until it was developed for seven new pitches. It seems likely that the previous open space was part of the amenity of the site, given that it appears the Applicant provided these new facilities on the remaining part of it as partial compensation for the loss of the rest.
33. Next, Mr Bunker alleged reduction in relevant services as a result of reduction of on-site staff. Previously, there had been two office/management staff (Mr and Mrs Brayford), and one maintenance man (Mr Thomas). In 2022, Mr and Mrs Brayford retired and were replaced by Kayley Cawson, who works part time. The office indicates

that it is open 9am to 3pm Monday to Thursday. Mr Bunker said that last winter, when Mr Thomas had been on holiday, there had been no-one to grit the roads and car park, and the park office is now closed when the manager is ill or on holiday. This was partially disputed, with the Applicant saying the former manager had been unwell and cared for by his Wife for some time, Mr Thomas had come to the site to grit when he was on leave, and development work had previously been carried out by the on-site staff but now development work was carried out by contractors, with on-site staff dealing only with upkeep. At the hearing, Mr Drew accepted that while Mr Bayford had generally have been office-based he would potentially sometimes have assisted with work on the site. He confirmed that the Applicant had been trying to recruit an assistant for Mr Thomas but after false starts that had not been possible until this month, some 20 months after the change in manager.

34. In our assessment, there was a modest reduction in the services supplied by the Applicant to the site, or deterioration in the quality of those services. While that has been for a shorter period and should now have been resolved for the future, it was during most of the previous period and most of the period to which this review relates. It appears to have been a marginal reduction in availability of a helping hand for Mr Thomas (who should have some help so that he does not have to work when he is on leave, particularly for this sloping site in need of maintenance) and office hours, but still has some significance.
35. In the relevant circumstances, mainly in view of the deterioration in the condition of the site, we consider that while the pitch fee for this home on this site should rise to take inflation into account it should only be increased to 60% of the CPI increase (which is just under 47% of the RPI increase) over the relevant period.

Conclusion

36. As with the general points above in relation to inflation, it seems to us that the reductions above (to 80% for Elstree, and 60% for Temple Grove, of the increase in CPI over the relevant period) are within the “limit” of the presumption in paragraph 20(A1) of a change by “no more than” the change in RPI.
37. However, even if we are wrong about that (i.e. the presumption is of an increase in line with RPI), we consider the specific factors identified above in relation to deterioration in condition (and decrease in amenity and reduction in services/deterioration in the quality of services, in the case of Temple Grove) would make it unreasonable to increase in line with RPI/CPI. To put it another way, the general high inflation/RPI factors noted above together with the site-specific factors noted above would be sufficiently weighty to rebut (outweigh) that presumption.
38. The new pitch fee is payable with effect from 1 January 2023 but an occupier shall not be treated as being in arrears until the 28th day after the date of this decision (paragraph 17 of the Implied Terms).

Name: Judge David Wyatt

Date: 20 December 2023

Schedule 1 - monthly pitch fees - from 1 January 2023

Temple Grove Park, Chelmsford CM2 8LQ

Respondent	Park home	2022	Proposed	Determined
Mr Peter Bunker	99 Temple Grove	160.53	182.95	170.88*

* (£160.53 x 60% of CPI) – £0.33 (the Applicant explained this sum is to be deducted because £0.33 had been collected with the previous monthly fees to pay for a licensing fee which was not charged by the local authority for 2022).

104 Elstree, Elstree Park, Barnet Lane, Borehamwood WD6 2RW

Respondents	Park home	2022	Proposed	Determined
Mr Alan William Taylor Mrs Mary Taylor	104 Elstree	226.21	258.29	246.28

**33 Willow Way, 37 Brookway and 40 Brookway, St Ives Park,
Needingworth Road, St Ives PE27 5NU**

Respondent(s)	Park home	2022	Proposed	Determined
Mr Neville Castel Mrs Pauline Castel	33 Willow Way	122.39	139.77	135.96
Mr Michael Richard Legg	37 Brookway	120.89	138.06	134.30
Mr Leonard George Lee	40 Brookway	116.02	132.49	128.89

22 Marshmoor Crescent, Marshmoor Crescent Park, Marshmoor Lane, Hatfield AL9 7HZ

Respondent(s)	Park home	2022	Proposed	Determined
Mrs Pearl Farrer	22 Marshmoor Crescent	151.36	172.85	168.15

21 Drovers Rise and 44 Shepherds Grove at Shepherd's Grove Park, Stanton, Bury St Edmunds IP31 2AY (no response)

Respondent(s)	Park home	2022 (£)	Proposed	Determined
Mrs Jennifer Pattison	21 Drovers Rise	138.39	158.04	153.74
Mr John Alfred Higham	44 Shepherds Grove	181.84	207.66	202.01

Schedule 2 – paragraphs 18-20 of the Implied Terms

18(1) When determining the amount of the new pitch fee particular regard shall be had to—

(a) any sums expended by the owner since the last review date on improvements—

(i) which are for the benefit of the occupiers of mobile homes on the protected site;

(ii) which were the subject of consultation in accordance with paragraph 22(e) and (f) below; and

(iii) to which a majority of the occupiers have not disagreed in writing or which, in the case of such disagreement, the [tribunal], on the application of the owner, has ordered should be taken into account when determining the amount of the new pitch fee;

(aa) ... any deterioration in the condition, and any decrease in the amenity, of the site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(ab) ... any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that reduction or deterioration for the purposes of this sub-paragraph); ...

(ba) ... any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date; and ...

(1A) But ... no regard shall be had, when determining the amount of the new pitch fee, to any costs incurred by the owner since the last review date for the purpose of compliance with the amendments made to this Act by the Mobile Homes Act 2013.

(2) When calculating what constitutes a majority of the occupiers for the purposes of sub-paragraph (1)(b)(iii) each mobile home is to be taken to have only one occupier and, in the event of there being more than one occupier of a mobile home, its occupier is to be taken to be the occupier whose name first appears on the agreement.

(3) In a case where the pitch fee has not been previously reviewed, references in this paragraph to the last review date are to be read as references to the date when the agreement commenced.

19(1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account.

(2) ... When determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement.

(3) When determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of—

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence).

(4) When determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in connection with—

(a) any action taken by a local authority under sections 9A to 9I of the Caravan Sites and Control of Development Act 1960 (breach of licence condition, emergency action etc.);

(b) the owner being convicted of an offence under section 9B of that Act (failure to comply with compliance notice).

20 (A1) Unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference only to—

(a) the latest index, and

(b) the index published for the month which was 12 months before that to which the latest index relates.

(A2) In sub-paragraph (A1), “the latest index”—

(a) in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;

(b) in a case where the owner serves a notice under paragraph 17(6), means the last index published before the day by which the owner was required to serve a notice under paragraph 17(2).

Rights of appeal

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).