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

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| **Case reference** | **:** | **LON/00BJ/LSC/2023/0414**<br>**Hybrid VHS/Remote** |
| **Property** | **:** | **Flats A, B and C**<br>**635, Garrett Lane London SW18 4SX** |
| **Applicants** | **:** | **Mr Medhet Elather (A)**<br>**Mr Tom Davidson (B)**<br>**Dr Marcel Fung (C)** |
| **Representative** | **:** | **Mr Elather and Mr Davidson in person** |
| **Respondent** | **:** | **Shaftesbury DC Ltd** |
| **Representative** | **:** | **Mr Davidoff of ABC (Agents)**<br>**Mr Earnshaw of ABC in attendance** |
| **Type of application** | **:** | **Ss20C and 27A Landlord & Tenant Act 1985 and Schedule 11 Commonhold and Leasehold Reform Act 2002** |
| **Tribunal** | **:** | **Judge F J Silverman MA LLM**<br>**Mr S Johnson MRICS**<br>**Mr C Piarroux JP** |
| **Date of hearing** | | **20 May 2024** |
| **Date of Decision** | **:** | **19 June 2024** |

## Decision

1. The Tribunal finds the sums demanded by the Respondent in respect of contributions to a sinking fund for the years 2020-2023 inclusive are permissible under the terms of the lease and reasonable in amount and therefore payable by the Applicants.

2. In relation to Flats B and C, the Tribunal finds the service charges for 2021-2022 and 2022- 2023 to be reasonable and payable by the respective tenants in the proportions set out in their leases.

3. The estimated service charges for 2023-2024 are reasonable as presented. This paragraph applies to the tenants of Flats A, B and C. This does not prevent the tenants from challenging the sums demanded in respect of this year after the year has concluded and final accounts are available.

4. The Applicants' requests for orders under s20C Landlord and Tenant Act 1985 and Schedule 11 of the Commonhold and Leasehold Reform Act 2002 are granted but are limited to the sum of £300 in respect of each Applicant. Their request for the return of their application fee is declined because for the most part they have not been successful in their application to the Tribunal.

## Reasons

1. The Applicants filed an application with the Tribunal on 06 November 2023 requesting a determination under s27A Landlord and Tenant Act 1985 of service charges relating to the building of which the subject properties, Flats A, B and C, 635, Garrett Lane London SW18 4SX form part. They also requested the Tribunal to make orders under s20C Landlord and Tenant Act 1985 and Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

2. Directions were issued by the Tribunal on 09 January 2024 and the hearing of the matter took place both in person at 10 Alfred Place London WC1E 7 LR and by remote VHS video link. Mr Davidoff, Representative for the Respondent attended by video link. Dr Fung appeared by video link but was treated as an observer because he had not been able to obtain the relevant permission to allow him to give evidence from outside the jurisdiction. All other parties were present in person at the hearing.

3. A joint electronic bundle of documents which had been prepared for the hearing was available to the Tribunal prior to the hearing. Pages from that bundle are referred to in this document.

4. The Tribunal did not make a physical inspection of the property and was not invited to do so. Some photographs of the property were included in the hearing bundle (e.g. pages 72, 74,75, 119 and 54). The Tribunal considered that the relevant legal issues before it were capable of resolution without an inspection.

5. The Tribunal understands that 635, Garrett Lane London SW18 4SX (the property) is a mid-terrace building comprising commercial premises on the ground floor and three self-contained flats on the upper floors. Mr Elather is the leaseholder of Flat A (split level rear) Mr Davidson of Flat B (second floor) and Dr Fung of Flat C (third floor). Part of the ground floor comprises an extension added to the building after the main house was constructed and is used exclusively by the ground floor tenants.

6. The Applicants each hold long leases of their flats which for all material purposes relevant to this application are identical in terms (page 89 et seq). Under the leases each Applicant covenants to pay 20% of those elements of the service charges which relate to the entire building (described as 'Schedule A' costs), the balance being met by the commercial tenant. Service charge costs under 'Schedule B' are those which relate exclusively to the flats and are wholly payable by the Applicants in equal one-third portions. The Respondent owns the freehold of the property and is the landlord in respect of the three flats which comprise the residential element of the property.

7. The Applicants contest the service and management charges billed by the Respondent for the years 2022-4. Mr Elather had previously brought an application on his own behalf relating to the years 2020-23 (LON/00BJ/LSC/2023/ 0048) some aspects of which cover the same issues as were pleaded in the present case. Mr Elather did not appeal that decision and under the current application is therefore only interested in the year 2023-24. The Tribunal told the Applicants that it would consider all the evidence presented to it in respect of the present claim but in so far as the current claim mirrored the earlier claim its judgement was unlikely to differ substantially from the earlier decision.

8. The service charge year runs from September 29 in any given year to September 28 in the next following year. The year 2023-4 is therefore not yet complete and the Tribunal is unable to determine that year until it is ended, and final accounts have been prepared. In so far as the amounts proposed to be spent have been estimated by the Respondent the Tribunal will accept them as a reasonable estimate (page 22). Those of the Applicants who are tenants during this service charge year retain the right to challenge the reasonableness of the actual service charges after the year's end.

9. The Applicants challenged the Respondent's demand for a contribution to the major works fund which they say had been disallowed by the judgement in the earlier case. While it is true that the judgment in the earlier case had disallowed this sum, the reason for it being disallowed was because it had been demanded at the wrong time. The Respondent

had wrongly sought to add the charge to the accounts of a service charge year which had already concluded. A charge may only be invoiced to a tenant during the service charge year in which it was incurred. The previous judgment had not prevented the Respondents from including the charge in the following year's estimate which is what they did and which the Tribunal finds correct and acceptable. The reasonableness of the sum itself was not challenged. The Applicants' challenge to this sum appears to have arisen from a misunderstanding of the wording of the previous decision.

10. This item is variously described in the documentation as a 'management fund' and 'sinking fund' but the Respondent confirmed that in all cases the sum referred to related to a sinking fund in respect of future major works as is permitted under clause 5.5 (q) of the lease.

11. The amounts demanded varied between £1,000 and £2,500 which, given the age and type of the building of which the property forms part, the Tribunal finds to be reasonable in amount.

12. The Tribunal recommends that in order to avoid confusion the expression 'sinking fund' should in future be used consistently to describe contributions to a fund for future major repairs. The lease does not appear to contain a clause which would allow the Respondent to demand advance payments into a management fund (i.e. to pay managing agents' fees).

13. The Applicant tenants queried whether the sinking fund could be used to pay for the proposed major works which are discussed below. The Respondent told the Tribunal that the fund was available for that purpose if the Applicants wished to use all or part of it in that way.

14. The Applicants also challenged the sum of £5,664.00 which was included in their service charge and related to the repairs to the roof of a toilet situated in a ground floor extension to the building used exclusively by the ground floor tenant. The Applicants argued alternatively that the toilet was a separate building and therefore not included in their service charge liability as described in their respective leases or that they were not liable for this sum because they had no access to or use of this area of the building which did not form a part of their demise(s).

15. Under their respective leases the Applicants are each required to contribute 20% of the repair etc costs to the 'building' as described in the lease. It is clear from a review of the wording of the lease (page 89), by reference to the plan showing the extent of the 'building', and photographs of the property in the hearing bundle, firstly that the area comprising the ground floor toilet is undoubtedly an integral part of the building (and not separate from it) and secondly, that the verbal description of the 'building' in the lease fully encompasses the toilet area. No challenge was made to the sum itself, merely to its payability. The Tribunal therefore finds this to be a correct and reasonable charge which was properly apportioned to the Applicants' service charge

accounts. Each Applicant is liable for a proportion of the repair costs to this area of the building in accordance with the terms of their respective leases.

16. The Applicants challenged the Respondents' charge for cleaning the property saying that the charges were excessive and the cleaners' attendance sporadic. In so far as the flats were concerned the cleaners' duties were to clean the common parts area of the property which were very limited mainly comprising a hall and staircase. The Applicants said that they rarely saw the cleaners and they were not satisfied that they were receiving value for money. The Respondent said that the cleaners were engaged to clean monthly and sent in timed photographic evidence to show that the work had been done. This evidence was not available to the Tribunal. However, the charge for the cleaners was only £55 per month, including £11 VAT (equating to about £22 per hour) which the Tribunal does not find to be unreasonable for the amount of work said to be done. The Respondent admitted that at one stage the invoices mistakenly showed weekly visits by the cleaner, this had now been corrected.

17. The previous decision relating to this property found that the management charges were chargeable and this Tribunal does not differ from that conclusion. However, the current Applicants say that because the previous decision did not mention 'accountancy, audit and similar fees' that these are not payable in addition to the management fees themselves.

18. The Tribunal takes a different view. It considers that 'management fees' described as such in documents prepared by the Respondents relate solely to the fees incurred by the managing agents in carrying out their management of the property. This would include preparing accounts, dealing with correspondence to and from the tenants and third parties, engaging contractors and overseeing works. That is quite separate from the fees charged by auditors and accountants who would be engaged by the managing agents to ensure that the accounts presented to the tenants and amounts charged to them are correct and have been independently scrutinised by a qualified third party. It is normal and proper practice for a managing agent to engage accountants and auditors whose fees are therefore a legitimate service charge item. Since the amount of the fees has not been challenged by the Applicants the Tribunal will find them both payable and reasonable.

19. The Applicants asserted that prior to the Respondents' acquisition of the property, the day-to-day running costs had been in the region of £700 per annum and that since the Respondents took over ownership/ management those costs had risen disproportionately. No specific evidence was adduced as to previous running costs but the Tribunal was told that little had been spent of repairs or maintenance in recent years. It is not therefore surprising that in this situation, service charges had increased now that a professional agent was engaged and a scheduled programme of maintenance had been put in place. The Tribunal was

unable to assess the validity of the Applicants' assertion that other flats in the locality were paying significantly lower service charges because insufficient evidence of comparability was supplied. The Tribunal can only make decisions based on specific evidence and not on generalised allegations or assumptions.

20. Although the Applicants confirmed that they were not contesting the costs of the insurance premiums, the Respondent told the Tribunal that they had inherited the insurance from the previous owner but now had a current valuation of the property and used three different brokers to test the market.

21. The Applicants expressed a clear dissatisfaction with the Respondent's managing agents alleging that they were incompetent and requesting the Tribunal to 'convey to the freeholder the necessity of appointing a new competent managing agent'. It is not within the Tribunal's powers to interfere with the freeholder's choice of manager for the property. If the Applicants are dissatisfied with the current arrangements they should seek legal advice as to the options available to them.

22. The Applicants asserted that the charges for major works were excessive and that the works had not yet been commenced despite a large amount of money having been paid by the tenants in advance. The previous decision in this case had found that the Respondent had the right to demand advance payments for major works. Whether the amounts collected are excessive will need to be judged once the works have been completed and accounts prepared. That is not a decision which the present Tribunal can make at this stage. The Tribunal understands the Applicants frustration that they have paid large sums of money in advance and the works have yet to be started. The Tribunal accepts the Respondent's explanation that the works have not yet commenced because one of the Applicants had failed so far to pay the final advance payment and until that was paid the Respondent was unable to commit to commencing the works.

23. The Applicants said that they were unhappy with the Respondent's management of the property and found it difficult to know what they were paying for. Generic headings such as 'general maintenance' appeared in the accounts, and they were unsure to what they related. In respect of this issue, the Tribunal is satisfied with the Respondent's answer that 'general maintenance' relates to day to day repairs which do not qualify as major works. The sums referred to by the Applicants related to the anticipated budget for the year for that category of work.

24. The Tribunal considers that many of the issues which have been the subject of this application would either not have arisen at all or could have been resolved without recourse to litigation if the Respondent's descriptions of works done had been more accurately expressed in their demands. The expression 'general works and repairs' is meaningless unless accompanied by some explanation of what works had been

carried out or were likely to be carried out within that generic category. Their Response to the Tribunal application could also have been more clearly expressed in that at no stage have they produced any invoices or receipts to validate the items listed in the service charge demands.

25. For the Respondent, Mr Davidoff said that he had misunderstood the Tribunal Directions and therefore had not included these in the hearing bundle and was not obliged to disclose them. Both Respondents and their managing agents are property professionals who the Tribunal would have expected to understand that the provision of full and clear information to the tenants assists both the Applicants and the Tribunal to resolve the issues between the parties. The Tribunal finds Mr Davidoff's answer reflects the Applicants' complaint that they experienced difficulty in getting the Respondent to respond to queries.

26. The Applicants asserted that a charge of £350 for communal electricity was excessive but did not bring any evidence to support that assertion, in the absence of which the Tribunal is unable to determine that the charge is unreasonable.

27. Similarly, the Applicants challenged the costs of electricity etc. safety certificates but brought no evidence to demonstrate that these charges were excessive or incorrectly applied. Both of these items fall into the category of expense which a landlord needs to pay and to be able to charge back to the tenants as part of the general service charge. The Tribunal does not find either of the charges to be unreasonable.

28. Mr Davidson complained that he had been charged late fees and legal fees for late payment of service charges which had not been removed despite assurances from the Respondent that he would not be charged. The Respondent said they had re-credited one set of fees and would ensure that the Applicant would be re-credited in full.

29. The jurisdiction of the Tribunal is to assess the reasonableness or otherwise of service charges. It has no power under s27A Landlord and Tenant Act 1985 to order a refund or repayment to a tenant. The Tribunal expects the Respondent landlord to adjust tenants' service charge accounts to reflect any alterations directed by the Tribunal's decision.

30. The Applicants requested the Tribunal to make orders under s20C Landlord and Tenant Act 1985 and Sched 11 para 5 Commonhold and Leasehold Reform Act 2002. The Respondents objected to orders being made under these sections.

31. Having considered this matter in the light of the evidence presented to it, the Tribunal concludes that the issues before it would probably not have led to litigation if the Respondent had been clearer in their presentation of accounts and more generous in their sharing of information with the Applicants both before and during the progress of this application. Conversely, much of the Applicants' case was based on

a misunderstanding or misinterpretation of the lease and of the decision in a previous case relating to this property.

32. Although not legally represented at the hearing it is clear that the Respondents had taken legal advice in the course of these proceedings and the Tribunal considers that it would be inequitable to require the Applicants to bear all of those costs as part of their future service charges. For that reason, it will make an order under both of the above provisions limited in each case to £300 in respect of each Applicant.

33. The return of the Applicant's application fee lies in the discretion of the Tribunal which it declines to exercise in this case because the Applicants have largely failed to succeed in their application to the Tribunal.

## 34. The Law

### Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -
   (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
   (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -
   (a) "costs" includes overheads, and
   (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
   (a) only to the extent that they are reasonably incurred, and
   (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 20

(1) Where this section applies to any qualifying works or qualifying long-term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
(a) complied with in relation to the works or agreement, or
(b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal.

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
(a) if relevant costs incurred under the agreement exceed an appropriate amount, or
(b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
(a) an amount prescribed by, or determined in accordance with, the regulations, and
(b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise

exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
  (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
  (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
  (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
  (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
  (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

21B Notice to accompany demands for service charges

(1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.

(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

(4) Where a tenant withholds a service charge under this section, any provisions of the lease relating to non-payment or late payment of service charges do not have effect in relation to the period for which he so withholds it.

(5) Regulations under subsection (2) may make different provision for different purposes.

(6) Regulations under subsection (2) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

## S22 Landlord and Tenant Act 1985

22 Request to inspect supporting accounts &c.

(1) This section applies where a tenant, or the secretary of a recognised tenants' association, has obtained such a summary as is referred to in section 21(1) (summary of relevant costs), whether in pursuance of that section or otherwise.

(2) The tenant, or the secretary with the consent of the tenant, may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities—

(a) for inspecting the accounts, receipts and other documents supporting the summary, and

(b) for taking copies or extracts from them.

(3) A request under this section is duly served on the landlord if it is served on—

(a) an agent of the landlord named as such in the rent book or similar document, or

(b) the person who receives the rent of behalf of the landlord; and a person on whom a request is so served shall forward it as soon as may be to the landlord.

(4) The landlord shall make such facilities available to the tenant or secretary for a period of two months beginning not later than one month after the request is made.

(5) The landlord shall—

(a) where such facilities are for the inspection of any documents, make them so available free of charge;

(b) where such facilities are for the taking of copies or extracts, be entitled to make them so available on payment of such reasonable charge as he may determine.

(6) The requirement imposed on the landlord by subsection (5)(a) to make any facilities available to a person free of charge shall not be construed as precluding the landlord from treating as part of his costs of management any costs incurred by him in connection with making those facilities so available.

Section 27A

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -
(a) the person by whom it is payable,
(b) the person to whom it is payable,
(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

## Commonhold and Leasehold Reform Act 2002

Schedule 11, paragraph 1

(1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
  (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
  (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
  (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
  (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

(2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.

(3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—
  (a) specified in his lease, nor
  (b) calculated in accordance with a formula specified in his lease.

(4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 11, paragraph 2

A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

Schedule 11, paragraph 5

(1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—
  (a) the person by whom it is payable,
  (b) the person to whom it is payable,
  (c) the amount which is payable,
  (d) the date at or by which it is payable, and
  (e) the manner in which it is payable.

(2) Sub-paragraph (1) applies whether or not any payment has been made.

(3) The jurisdiction conferred on the appropriate tribunal in respect of any matter by virtue of sub-paragraph (1) is in addition to any jurisdiction of a court in respect of the matter.

(4) No application under sub-paragraph (1) may be made in respect of a matter which—
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

(6) An agreement by the tenant of a dwelling (other than a post-dispute arbitration agreement) is void in so far as it purports to provide for a determination—
(a) in a particular manner, or
(b) on particular evidence,
of any question which may be the subject matter of an application under sub-paragraph (1).

**Judge F J Silverman**
19 June 2024

Note:

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rplondon@justice.gov.uk.

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

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.