FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AJ/LBC/2024/0020**
Property	**:**	**8 Woodgrange Avenue, Ealing, W5 3NY**
Applicant	**:**	**Stavros Koutas**
Representative	**:**	**Mills Chody LLP (Ms Mattie Green of counsel appearing at the hearing)**
Respondent	**:**	**Ellen Desiree Collins**
Representative	**:**	**None**
Type of Application	**:**	**Application for determination as to breach of covenant in lease under section 168(4) Commonhold and Leasehold Reform Act 2002**
Tribunal Members	**:**	**Mr O Dowty MRICS** **Mr S Mason FRICS**
Date of hearing	**:**	**5 September 2024**
Date of decision	**:**	**17 October 2024**

DECISION

Decision of the tribunal

(1) Breaches of covenants contained in clauses 4, 6, 11 and 14 of the Lease have occurred. These covenants have been breached in a variety of ways.

Clause 4

(2) Whilst now rectified, the respondent **has historically been** in breach of clause 4 by failing to paint the front windows at the property for a number of years.

Clause 6

(3) The respondent **is** in breach of clause 6 of the lease due to the condition of the metal gutter to the front of the property, the condition of the rear fence and the northern fence of the rear garden, the condition of the outbuilding at the property and the recurring build-up of kitchen waste and fat deposited in the kitchen gully.

(4) The respondent **has historically been** in breach of clause 6 of the lease due to a failure to paint the front windows at the property for a number of years, and a leaking toilet overflow pipe.

Clause 11

(5) The respondent **is** in breach of clause 11 of the lease as she has either not insured the premises or has failed to provide a copy of the certificate of insurance when requested.

Clause 14

(6) The respondent **is** in breach of clause 14 due to the condition of the metal gutter to the front of the property, the depositing of rubbish in the rear garden, the condition of the rear fence and the northern fence of the rear garden, the condition of the outbuilding at the property and the recurring build-up of kitchen waste and fat deposited in the kitchen gully.

(7) The respondent **has historically been** in breach of clause 14 of the lease due to the overgrown condition of the front garden and a leaking toilet overflow pipe.

The application

1. The Applicant seeks a determination pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("**the 2002 Act**") that one or more breaches of covenant have occurred under the lease of the Property.

2. The property is the ground floor flat of a period, semi-detached building on Woodgrange Avenue in Ealing. There is also an upper floor flat. These are referred to in the lease as maisonettes, however they are in fact more correctly referred to as flats and we therefore do so in our decision

3. The Applicant is the freeholder of the building of which the property forms part and is also the leaseholder of the upper floor flat (which is let to tenants). The Respondent is the current leasehold owner of the Property. The lease ("**the Lease**") is dated 19th June 1968 and was made between Arthur Fawcett Crawford (1 – the lessor), Rupert William Akers (2 – and now, the Tribunal understands, historic mortgagee) and Martin William Jordan & Julia Ann Maunsell (3 – the lessee)

4. The Applicant alleges that the Respondent has been in breach of covenants contained in clauses 4, 6, 11 and 14 in a variety of ways which are covered in more detail in the reasons below.

The Inspection

5. We sought to inspect the property in the morning of 5 September 2024 – accompanied by the applicant, Mr Stavros Koutas, and Ms Mattie Green of counsel (appearing on Mr Koutas' behalf). However, the respondent had not arranged to for us to do so, and – on knocking at the door repeatedly – there did not appear to be anyone in. We asked the Tribunal's case officer to call the respondent, however they were unable to do so as the Tribunal had not been provided with a phone number by her (or indeed, had received any contact from her at all). We considered that this was in keeping with the respondent's failure to engage with the Tribunal regarding this matter at all, and accordingly we carried out an external inspection, seeing what we could without entering the property. We entered the side alley of the building (which is shared with other properties), and walked down the side, and around the back of the subject premises' exclusive garden

The Hearing

6. A face-to-face hearing was held in the afternoon of 5 September 2024, after our external inspection. The hearing was attended again by Mr Koutas and Ms Green – as well as Mr Christou, from Mr Koutas' solicitors Mills Chody.

7. As at the inspection, the respondent did not attend – or respond at all to the Tribunal's letter informing her of the hearing. We considered that the respondent had had sufficient notice of the hearing, and had simply chosen not to engage with the Tribunal. Indeed, the first preliminary issue at the hearing was whether the applicant wished to make an application to debar the respondent for failure to comply with directions – however, they resiled from this having noted that it made no difference given that the respondent had, in any event, not attended. Accordingly, we felt that it was in the interests of justice to proceed with the hearing in the respondent's absence and we therefore did so.

8. At the start of the hearing, we observed that – whilst the applicant now relied upon clause 4 (which contains an obligation to paint certain things) – it had not been included in the initial application form 'pleadings'. This was discussed, and it was established that whilst the clause itself had not been referenced, the factual matrix behind that alleged breach (the failure to paint) had been – but it had only been suggested as a breach of clauses 6 and 14. In addition, whilst it had not been included in the application form, clause 4 had been included in the applicant's 'legal submissions' document of 25 June 2024. This was several months prior to the Tribunal's hearing, and had allowed the respondent plenty of time to either object to its inclusion or to prepare submissions on the basis of it. Instead, the respondent had not participated in proceedings at all.

9. Accordingly, we considered that sufficient notice of the allegation in relation to clause 4 had been given, and that the respondent was not – and would not be if she had been more involved in the proceedings – prejudiced by its not being specifically referenced on the application form; particularly as the form did provide the failure to paint as an alleged breach in any event.

The Lease Terms

10. The applicant alleges that the respondent has breached clauses 4, 6, 11 and 14. The relevant clauses of the lease are therefore as follows:

… the Lessee HEREBY COVENANTS with the Lessor in manner following that is to say:-

…

4) Once in every third year of the said term and also during the last year thereof to paint all the outside wood and iron work of the demised premises and all additions thereto as ought properly to be so painted with two coats of good oil and white lead paint in a proper and workmanlike manner

…

6) From time to time and at all times during the said term well and substantially to repair uphold support cleanse maintain drain amend and keep the demised premises and all new buildings which may at any time during the said term be erected on and all additions made to the demised premises and the fixtures therein

...

11) Forthwith to insure and at all times during the said term to keep insured the demised premises and all buildings and fixtures of insurable nature which are now or may at any time during the said term be erected on placed upon or affixed to the demised premises to the full value thereof such sum to be determined by the Surveyor for the time being of the Lessor and through such Agency as the Lessor shall determine with an insurance office of repute in the joint names of the Lessor and the Lessee whether in conjunction with the name or names of any other person or persons legally or beneficially interested in the demised premises And whenever required to produce to the Lessor or his agent the policy for every such insurance and receipt for the last premium thereof And in case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and so often as the same shall happen with all convenient speed to lay out all moneys received in respect of such insurance in rebuilding repairing or otherwise reinstating the demised premises in a good and substantial manner to the satisfaction of the Surveyor for the time being of the Lessor and in case the moneys received in respect of the said insurance shall be insufficient for the purpose to make good the deficiency out of his own moneys PROVIDED ALWAYS that if at any time during the said term a reputable mortgagee shall as a condition precedent to making an advance require that the insurance of the demised premises shall be effected in his own name and or through his own agency the Lessor shall not (during the life of the mortgage only) refuse his consent thereto subject to the interest of the Lessor and the Lessee and all other persons legally or beneficially interested in the demised premises being endorsed upon the Policy thereby effected and to the same being produced to the Lessor on demand for inspection together with the receipt for the premium due thereon

....

14) Not to do or permit any waste spoil or destruction to or upon the demised premises nor to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or the tenant or occupier of the upper maisonette or the neighbourhood

...

The Statutory Provisions

11. The relevant parts of section 168 of the 2002 Act provide as follows:-

> *"(1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.*
>
> *(2) This subsection is satisfied if –*
> *(a) it has been finally determined on an application under subsection (4) that the breach has occurred,*
> *(b) the tenant has admitted the breach, or*
> *(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.*
>
> *(4) A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred."*

The Applicant's Case

12. The applicant's case was provided by way of legal submissions from Ms Green, and witness evidence from Mr Koutas. Mr Koutas was a compelling witness, who was clearly very concerned to make sure that he did not mislead the Tribunal – even to the point that, when we indicated we had finished asking him questions, he sought permission to clarify one of his answers in case it had been misunderstood in a way that was unfairly beneficial to his case. We have no reason to think that anything Mr Koutas offered as evidence was untrue, or even in fact unfair to the respondent, and we accept the truthfulness of all of his evidence – particularly as we have not been provided with any evidence by the respondent to dispute it.

13. The picture Mr Koutas painted, in general, was that the property had been neglected for decades by the respondent. Mr Koutas had complained about some of the problems over the years, and spoke vividly to his having to clean up "muck" from the respondent's kitchen gully, about which the respondent had never taken any action or reimbursed Mr Koutas for his efforts. Some other problems Mr Koutas said he had raised more recently – though in the context of the picture Mr Koutas provided it was clear that this was largely because he didn't see the point in bringing them to the respondent's attention given her inevitable lack of action.

14. The applicant laid out his case by talking through each issue, and what clauses of the lease he believed those issues were in breach of. This was a sensible approach, and one we adopt in our decision too.

Painting

Tribunal decision:

15. Whilst now rectified, we find that the historic failure to paint the windows at the property was a breach of clauses 4 and 6 of the lease; but it was not a breach of clause 14.

Reasons:

16. Clause 4 requires, essentially, that the respondent must "paint all the outside wood and iron work of the demised premises and all additions thereto as ought properly to be so painted" once every three years. When we inspected, the woodwork for the front windows had been recently painted, however it was clear to us from the photographs provided by the applicant as part of their bundle that they had been unpainted for some considerable time before then – and at least 3 years. Mr Koutas also provided direct evidence that they had not been painted since the 1990s.

17. As Ms Green submitted, the fact that a breach has now been remedied does not mean that the Tribunal should not find that no breach occurred at all. The applicant submitted that the failure to paint was a breach of clauses 4, 6 (which contains a more general obligation to keep the property in repair) and 14 (which, relevantly here, concerns the causing of nuisances, annoyances, inconveniences and damages to the Lessor or others).

18. We find that the respondent was in breach of clause 4 of the lease by failing to paint the woodwork of the front windows at the property. We also find that the failure to paint the windows means the respondent was in breach of clause 6, which requires – essentially - the property to be kept in a good state of repair. We did not consider, however, that the failure to paint wooden windows was enough to constitute a nuisance, annoyance or inconvenience to the Lessor or others – and accordingly we do not find that it was in breach of clause 14.

Windows and Stonework

Tribunal decision:

19. We find that the condition of the windows and stonework (other than as regards the painting of the windows separately addressed above) is not a breach of clauses 4, 6 nor 14 of the lease.

Reasons:

20. The applicant submitted that the windows and stonework of the flat are in poor condition. Mr Koutas, again, provided direct evidence that no works had ever been carried out to them to his knowledge.

21. The Tribunal, whilst unable to access the inside of the property, was able to inspect the outside. It is true that the stonework at the property could do with a touch-up with paint (which is not required by clause 4 as it is not wood or iron work, nor an addition thereto), but it is not in a condition that could fairly be described as poor. The windows at the property had needed repainting, as we have covered above, but otherwise they appeared perfectly sound and on our inspection appeared not to be in a poor state either.

22. We were pointed to some of the brickwork at the property, which includes a small area where the brickwork suffers from minor spalling and the pointing has slightly fallen away – but this is a typical defect for any house of that age.

23. Simply put, all properties (new and old) suffer from some minor defects, and the presence of a few such defects – particularly ones as common as minor spalling of brickwork on a period property – does not mean that they are in a poor state of repair, nor that there has been a failure to maintain. We therefore find that the windows and stonework are not in breach of clause 6; and, for similar reasons, we do not consider that a breach of clause 14 as regards nuisance, annoyance and inconvenience has occurred either.

Metal Gutter to the Front

Tribunal Decision:

24. We find that the poor condition of the metal gutter to the front is a breach of clauses 6 and 14.

Reasons:

25. The metal gutter to the front is clearly in poor condition, misshapen and in need of replacement. The applicant averred this was a breach of clauses 6 and 14 of the lease. Guttering and drainage is not a minor matter, and clause 6 specifies an obligation to "drain" the demised premises. The condition of the metal gutter is therefore a breach of clause 6 of the lease. The metal gutter is at the front of the property, near to where the shared entrance for the building is. Its poor state of repair is therefore capable of causing an annoyance to the Lessor, the occupiers of the upper floor flat or others who might be affected by its poor condition preventing the effective

drainage of the front of the property. Its poor condition is therefore also a breach of clause 14.

Front and Rear Gardens

Tribunal Decision:

26. We find that the rubbish deposited in the rear garden is a breach of clause 14 of the lease, but it is not a breach of clause 6. We also find that the, now rectified, overgrown condition of the front garden was a breach of clause 14, but it was not a breach of clause 6.

Reasons:

27. Factually, the applicant's case in this regard is straightforward – and was included in Mr Koutas' credible evidence. The front garden had been overgrown, and in need of tidying up, which had been done in February 2023. Before then, it had been a nuisance to anyone trying to use the shared front entrance at the property, and had prevented works to the gutters at the building as access to them was not possible. In addition, the rear garden has not been maintained by the respondent. The respondent had deposited rubbish in the rear garden, including down the other side of the property from the side alley. The rubbish down the side of the property had now been removed, but the applicant averred (and we could see on inspection) that there was still some in the rear garden; though less than was in the pictures in the bundle.

28. The Tribunal notes for completeness that the applicant had referred to rubbish "to the side" of the property as a separate issue, but as the area in which that rubbish was left is also in the rear garden the Tribunal has considered it under this heading only.

29. In terms of the lease, the applicant's case was more nuanced. Firstly, the applicant averred that all of these issues in the front and rear garden were a breach of clause 6. Clause 6, the applicant submitted, meant that the respondent had to maintain the garden. By any normal reading of the word, maintaining a garden does not include piling rubbish onto it.

30. There is certainly some attraction to that position, but we don't think it reflects what clause 6 actually says. Clause 6, in whole, says that the tenant covenants:

6) From time to time and at all times during the said term well and substantially to repair uphold support cleanse maintain drain amend and keep the demised premises and all new buildings which may at any time during the said term be erected on and all additions made to the demised premises and the fixtures therein

31. Clause 6 does not specifically reference the maintenance of the garden, instead it is concerned with the maintenance of the demised premises and the physical buildings, structures and other things upon it. Depositing rubbish in the garden area is, to our minds, the leaving of items on top of what has been demised – and is no different from leaving it in an internal part of the property. There is no evidence that the demised land has suffered any injury as a consequence of rubbish being left in the garden area. Accordingly, we find that there is no failure to maintain the demised premises because of the leaving of rubbish in the rear garden. Similarly, the accusation that the front garden was historically overgrown – having been resolved in February 2023 according to Mr Koutas' evidence - is an accusation of poor gardening, not of injury to the demised land or buildings upon it.

32. Clause 6 does, however, include a covenant to "cleanse" the demised premises – which we note for completeness might come close to covering the rubbish in the garden. This was not an argument the applicant advanced, and in any case the pictures provided in the bundle did not show that any of the items deposited in the garden were 'dirty', such that it might be unclean to leave them there.

33. Accordingly, we do not think that the respondent has breached clause 6 in relation to the gardens.

34. Clause 14, however, is rather more straightforward in this regard. It provides that the tenant covenants:

    14) Not to do or permit any waste spoil or destruction to or upon the demised premises nor to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or the tenant or occupier of the upper maisonette or the neighbourhood

35. The clause, therefore, is split into two limbs – one not to do or permit any waste spoil or destruction to or upon the demised premises, and another not to cause a nuisance, damage, annoyance or inconvenience to the Lessor or some others. We were invited to find that the presence of rubbish was a breach of both limbs, but there is no purpose to our doing so. The clause, whilst in two limbs, should be read as a whole, and it is immediately obvious that the respondent has breached clause 14 as they have left spoil on the premises. It is therefore entirely unnecessary to consider the more controversial suggestion that leaving rubbish in the private garden of a dwelling (which, in plain language, other people shouldn't really be staring at anyway), is a nuisance or annoyance to others – and, as the applicant acknowledged at the hearing, there is no direct evidence of its having caused a nuisance, other than that the applicant says it is bound to have.

36. As regards the historic accusations relating to the front garden, we find the overgrown condition of the front garden was a breach of clause 14. Mr

Koutas offered credible and unopposed evidence that it caused a nuisance to people trying to enter the upstairs flat, and prevented works being carried out to the gutters at the property.

Fences

Tribunal decision:

37. We find that the failure to maintain the rear fence, and the fence between the subject property's garden and the side alley to the North of the property is a breach of clause 6 of the lease, and of clause 14. We make no such finding regarding the party fence with 10 Woodgrange Avenue.

Reasons:

38. The fences around the rear garden at the property are clearly in poor repair, which is evidenced both in the bundle and from our own inspection – and we find as a fact that they are all in poor repair. The only issue is whether the respondent is responsible for them.

39. Prior to the hearing, it would appear the applicant had not considered whether all of the fences at the property were the responsibility of the tenant – beyond the fact that the fences formed part of the demised premises. This was, in fairness to the applicant, an issue that the Tribunal raised – and the applicant averred that it had not been raised by the respondent. However, the reason the Tribunal raised it is that the need to ascertain the responsibility for repairs of fences is a fundamental issue and one that would be obvious to anyone. One of the fences at the property is a party fence with number 10. Someone is certainly responsible for its repair – but without any evidence in either direction (the provided land registry plans unfortunately not containing 'T' markings) it is equally likely to be the owner of number 10.

40. Mr Koutas averred that it must be the responsibility of the subject property, as the neighbouring property was owned by his brother and he wouldn't have let it be in that condition. Ms Green, on his behalf, invited us to draw inferences from the fact the respondent hadn't said otherwise. We heard those submissions, but it is difficult to draw any inferences on such a minute point given that the respondent hasn't replied at all – and the fact is that the respondent and the owner of number 10 may simply be wrong about who is responsible for the fences anyway. Ultimately, it is for the applicant to show that the respondent has breached her covenants, and as regards the party fence with number 10 we did not feel that the applicant had done so.

41. The other two fences, however, being the 'rear' fence and the fence on the northern side (on the other side of which is an l-shaped space one can walk around accessed via the side alley) are not party fences with any other

dwelling. It seems overwhelmingly likely to us that those fences are the responsibility of the respondent – and accordingly, those fences being in a very poor condition, we find that the respondent is in breach of clause 6 in relation to them. We also find that the respondent is in breach of clause 14 in relation to them, as the condition of those fences is likely to cause a nuisance or annoyance to anyone wishing to access the l-shaped space around the subject garden), which includes the applicant in their capacity as the freeholder of the property.

Condition of Shed / Outbuilding

Tribunal Decision

42. We find that the poor condition of the outbuilding at the property is a breach of clauses 6 and 14.

Reasons:

43. What is referred to as the 'shed/outbuilding' by the applicant (which is a brick-built outbuilding attached to the northern side of the building), is said to be dilapidated by the applicant. It is hard to describe it as dilapidated, given it seems to have only ever been a pretty basic outbuilding, but it is certainly in very poor condition; and there is a significant plant which we believe to be a buddleia growing out of it to a considerable height, at its peak directly level with one of the upper flat's windows. This is evidenced both in the bundle, and from our own inspection – and again we find as a fact that it is in poor repair.

44. Relevantly, clause 6 of the lease, which it is unnecessary to recite again in this decision, requires that the respondent must repair and maintain the demised premises and any new buildings or additions to it. The outbuilding is not in a good state of repair, and accordingly this is a breach of clause 6 of the lease.

45. The plant growing out of the outbuilding rises to the level of one of the upper' flat's windows. Clause 14 provides that the respondent is not "to do or permit any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or the tenant or occupier of the upper maisonette or the neighbourhood". The presence of the plant immediately outside the upper flat's window is obviously something which, at the least, may become an annoyance to the occupier of this flat – to say nothing of any other cause for annoyance or nuisance that may be present - and accordingly the condition of the outbuilding is in breach of clause 14 as well.

Kitchen gully

Tribunal decision:

46. Whilst not apparently an issue on the day of the Tribunal's inspection, the recurring overflowing of kitchen waste and fat from the kitchen gully (which has never been remedied by the respondent) is a breach of clauses 6 and 14 of the lease.

Reasons:

47. The subject, ground floor flat's kitchen is located to the (northern) side and rear of the property, adjacent to the side alley for the building. A pipe emanates from that kitchen, which runs into a gully. That gully is adjacent to a door which serves the upper flat by means, we understand, of a staircase up to it. Whilst the land around the gulley is included in the demised premises of the lower flat, we were told the upper flat has a right of access over that area, and it is a means of escape in the event of fire for that flat . Mr Koutas gave detailed (and unopposed) evidence that this gully regularly overflows with fat and other kitchen waste, and that on multiple occasions he had been required to clean this up, without recompense, as the respondent would not do anything about it. The Tribunal found this evidence credible, and it was supported by photographs in the bundle.

48. Clause 6 of the lease requires that the respondent, amongst other things, is to "cleanse" the demised premises. This includes cleansing it of fat and kitchen waste. The respondent has therefore breached Clause 6 by failing to take action regarding the fat and kitchen waste.

49. Clause 14 of the lease requires that the respondent is not to do or permit anything that is or may become a nuisance, inconvenience or annoyance to the occupier of the upper flat. We consider that the presence of kitchen fat and waste on the ground directly outside the upper flat's door is again something which at the least may become an annoyance to the occupier of that property. Accordingly, this is a breach of clause 14 of the lease as well.

Leaking Toilet Cistern Overflow Pipe

Tribunal Decision:

50. This has now been rectified, however the overflowing toilet overflow pipe was a breach of clauses 6 and 14 of the lease.

Reasons:

51. The subject property's toilet, the applicant averred unopposed, had for a considerable time had an overflowing pipe leading from it. This, he said,

added to the "muck" in the gully, and caused damp stains on the wall of one of the staircases for the upper flat. This was supported by photographs in the bundle.

52. This issue has now been rectified, however it is clearly a failure to maintain the demised premises – and is therefore a breach of clause 6 of the lease. In addition, the applicant having provided a photograph at page 102 of their bundle which we consider does show that there was water ingress damage of the sort one would expect from such a leak to a staircase for the upper flat, we find that this was also a breach of clause 14 of the lease – as it is a nuisance to the occupier of the upper flat.

Insurance

53. Perhaps the applicant's most important point, or at least the one that appeared most important to him, is in fact the simplest to determine. Clause 11 of the lease (as provided above) requires, essentially, two things. First, the respondent is to insure the premises – with various conditions as to the basis for that. Secondly, the respondent is to provide a copy of the certificate of that insurance when requested by the lessor (the freeholder). The freeholder, Mr Koutas, has given evidence that he did request that certificate – and that it was not provided by the respondent. Mr Koutas' evidence is unopposed and highly credible. Accordingly, we find that the certificate was requested by Mr Koutas, and was not provided to him.

54. This is an obvious breach of clause 11 of the lease. Either the respondent has failed to provide a copy of the certificate of insurance, or no such certificate exists because the property is not insured.

55. We were invited, by the applicant orally at the hearing, to go further than this – by drawing a specific inference from the lack of a certificate that there was definitively no insurance at all - but this is unnecessary. Clause 11, again, must be read as a whole, and the tenant, by failing to provide a certificate of insurance, is in breach of it; either because that certificate doesn't exist, or because she has failed to provide it on request. The lease, by including both the requirement to insure and the requirement to prove that the property has been insured in the same clause, draws no real distinction between the two - and to a large extent therefore serves as a contractual mechanism of drawing an inference in and of itself.

Conclusion

56. In conclusion, therefore, we are satisfied that the Respondent has been in breach of clauses 4, 6, 11 and 14 of the lease variously, both in the past and at present, for the reasons set out above.

Name: Mr O Dowty MRICS **Date:** 17 October 2024

Rights of appeal

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

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case.

The application should be made on Form RP PTA available at https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber

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

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

The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

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