FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00BB/HMF/2024/0173**
Property	:	**26 Emerald Close, London, E16 3TS**
Applicant	:	**Taiwo Ogunbiyi and Oluwatobiloba Ogunbiyi Tella**
Representative	:	**Represent Law Ltd**
Respondent	:	**Temitope Adesanya**
Representative	:	**In person**
Type of Application	:	**Application for a rent repayment order**
Tribunal Member	:	**Judge Robert Latham** **Appollo Fonka FCIEH**
Date and Venue of Hearing	:	**18 December 2024 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**20 December 2024**

DECISION

Decision of the Tribunal

1. The Tribunal makes a Rent Repayment Orders against the Respondent in the sum of £9,772 is to be paid by 18 January 2025.

2. The Tribunal determines that the Respondents shall also pay the Applicants £330 by 18 January 2025 respect of the tribunal fees which they have paid.

The Application

1. On 7 May 2024, the Applicants, Mr Taiwo Ogunbiyi and Mrs Oluwatobiloba Ogunbiyi Tella, issued this application against the Respondent, Mr Temitope Adesanya, seeking a Rent Repayment Order ("RRO") pursuant to section 41 of the Housing and Planning Act 2016 ("the 2016 Act"). The application relates to their tenancy of the first floor bedroom at 26 Emerald Close, London, E16 ("the Property"). 26 Emerald Close is a three bedroom semi-detached house. The Applicants seek a RRO in the sum of £13,960 in respect of the rent which they paid between 26 November 2022 and 26 November 2023.

2. On 5 July 2024, the Tribunal gave Directions. These explained how the parties should prepare for the hearing. Their Bundles should include witness statements from anyone who was to give evidence and any documents upon which the parties sought to rely. Any witnesses would be expected to attend the hearing.

3. On 21 August, the Applicants filed their Bundle of Documents which extended to 200 pages. This included witness statements from both Mr and Mrs Ogunbiyi. This was emailed to both the Respondent and the Tribunal. This was not registered on the Tribunal's systems and the Applicants provided a further copy on 10 December.

4. By 11 October, the Respondent was directed to file his Bundle. He failed to do so. On 11 December, the Tribunal required the Respondent to confirm that he had received the Applicants' Bundle on 21 August and to file his Bundle by 17 December. The Respondent replied that he had received the Bundle on 10 December. On 17 December, the Respondent sent 16 attachments to the Tribunal. These did not include any witness statements.

The Hearing

5. Ms Arjona Hoxha, a solicitor with Represent Law, appeared for the Applicant. She adduced evidence from Mr and Mrs Ogunbiyi who attended with their baby who was born on 5 January 2024. Mr Ogunbiyi works as a Customer Services Advisor with Teleperformance. Mrs Ogunbiyi worked

as a Business Banker with Barclays Bank. She is currently on maternity leave. We accept them both as witnesses of truth.

6. Mr Adesanya appeared in person. He stated that he had not received the Applicants' Bundle which had been emailed to him on 21 August. We are satisfied that he did receive it. We permitted him to give evidence, albeit that he had not provided a witness statement. We were mindful of the fact that we were dealing with quasi-criminal proceedings.

7. Mr Adesanya was not a satisfactory witness. His case was that he was a resident landlord occupying the rear bedroom throughout the period that the Applicants occupied the Property. Mr and Mrs Ogunbiyi were the only other occupants in the Property. The property did not therefore require a licence under the Additional Licencing Scheme introduced by the London Borough of Newham ("Newham") (see [13] below).

8. The Applicants provided a number of screen shots of a IMessage Group of which Mr Adesanya was a member under "Temi@Royal Dock House" (see p.84 of the Applicants' Bundle"). Mr Adesanya denied that he was a member of this group, albeit that we were able to confirm that his mobile number was included. We were referred to an exchange of messages in June 2023, when it was agreed that Mr Ogunbiyi's cousin would move into the back bedroom, paying a rent of £300 per month. There was a message:

> "Taiwo please send me your cousin's full name so I can do her a contract starting from tomorrow. And I'll drop it off tomorrow. P.s spoke to Victor all is well,"

9. We are satisfied that Mr Adesanya sent this message. This message corroborates the Applicants' evidence that Victor and Sasha were tenants of the middle bedroom and that their cousin occupied the rear room for a number on months. Mr Adesanya refused to accept this. We regret that we are unable to accept Mr Adesanya's evidence, save to the extent that it was corroborated by other evidence.

10. Mr Adesanya's demeanour was aggressive. All the parties are Nigerian. Whilst giving evidence, Mr Adesanya addressed a comment to Mr and Mrs Ogunbiyi in Yoruba. Both tenants reacted simultaneously and asserted that they had been threatened. The Tribunal sought to defuse the situation and did not seek to investigate the content of the alleged threat. However, we are satisfied that this exchange should be recorded as a matter of record. It was apparent that Mr Adesanya considered that he had done a favour to the Applicants by admitting them into his property, and that they had betrayed his trust by bringing this application. He had taken no care to prepare his defence to the application, in the expectation that it would not proceed.

The Housing Act 2004 ("the 2004 Act")

11. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 of the 2004 Act relates to the licensing of HMOs. Section 61 provides for every prescribed HMO to be licensed. HMOs are defined by section 254 which includes a number of "tests". Section 254(2) provides that a building or a part of a building meets the "standard test" if:

> "(a) it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;
>
> (b) the living accommodation is occupied by persons who do not form a single household (see section 258);
>
> (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it (see section 259);
>
> (d) their occupation of the living accommodation constitutes the only use of that accommodation;
>
> (e) rents are payable or other consideration is to be provided in respect of at least one of those persons' occupation of the living accommodation; and
>
> (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities."

12. The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 prescribes those HMOs that require a licence. Article 4 provides that an HMO is of a prescribed description if it (a) is occupied by five or more persons; (b) is occupied by persons living in two or more separate households; and (c) meets the standard test under section 254(2) of the 2004 Act.

13. Section 56 permits a local housing authority ("LHA") to designate an area to be subject to an additional licencing scheme. On 1 January 2018, Newham introduced an Additional Licencing Scheme which applies to all HMOs (not covered by the mandatory scheme) where there are two or more households and three or more people sharing facilities. This scheme expired on 31 December 2022. On 1 January 2023, Newham introduced a further scheme which will expire on 312 December 2027. There is an exemption for buildings occupied by resident landlords and no more than two other persons, not forming part of the owner's household.

14. Section 263 provides:

> "(1) In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.
>
> (2) In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.
>
> (3) In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises–
>
> > (a) receives (whether directly or through an agent or trustee) rents or other payments from–
> >
> > > (i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and
> > >
> > > (ii) in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or
> >
> > (b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;
>
> and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

15. Section 72 specifies a number of offences in relation to the licencing of HMOs. The material parts provide:

> "(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.

<u>The Housing and Planning Act 2016 ("the 2016 Act")</u>

16. Part 2 of the 2016 Act introduced a raft of new measures to deal with "rogue landlords and property agents in England". Chapter 2 allows a banning order to be made against a landlord who has been convicted of a banning order offence and Chapter 3 for a data base of rogue landlords and property agents to be established. Section 126 amended the 2004 Act

by adding new provisions permitting LHAs to impose Financial Penalties of up to £30,000 for a number of offences as an alternative to prosecution.

17. Chapter 4 introduces a new set of provisions relating to RROs. An additional five offences have been added in respect of which a RRO may now be sought. In the decision of *Kowelek v Hassanein [2022] EWCA Civ 1041; [2022] 1 WLR 4558,* Newey LJ summarised the legislative intent in these terms (at [23]):

> "It appears to me, moreover, that the Deputy President's interpretation of section 44 is in keeping with the policy underlying the legislation. Consistently with the heading to part 2, chapter 4 of part 2 of the 2016 Act, in which section 44 is found, has in mind "rogue landlords" and, as was recognised in *Jepsen v Rakusen* [2021] EWCA Civ 1150, [2022] 1 WLR 324, "is intended to deter landlords from committing the specified offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": see paragraphs 36, 39 and 40. "[T]he main object of the provisions", as the Deputy President had observed in the UT (*Rakusen v Jepsen* [2020] UKUT 298 (LC), [2021] HLR 18, at paragraph 64; reversed on other grounds), "is deterrence rather than compensation". In fact, the offence for which a rent repayment order is made need not have occasioned the tenant any loss or even inconvenience (as the Deputy President said in *Rakusen v Jepsen*, at paragraph 64, "an unlicensed HMO may be a perfectly satisfactory place to live") and, supposing damage to have been caused in some way (for example, as a result of a failure to repair), the tenant may be able to recover compensation for it in other proceedings. Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period". Further, a landlord is encouraged to put matters right since he will know that, once he does so, there will be no danger of his being ordered to repay future rental payments."

18. Section 40 provides:

> "(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
>
> (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
>
> (a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy."

19. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". The seven offences include the offence of "control or management of unlicenced HMO" contrary to section 72(1) of the 2004 Act.

20. Section 41 deals with applications for RROs. The material parts provide:

> "(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.
>
> (2) A tenant may apply for a rent repayment order only if —
>
> (a) the offence relates to housing that, at the time of the offence, was let to the tenant, and
>
> (b) the offence was committed in the period of 12 months ending with the day on which the application is made.

21. Section 43 provides for the making of RROs:

> "(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted)."

22. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount "must relate to rent paid during the period mentioned" in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

> "(3) The amount that the landlord may be required to repay in respect of a period must not exceed—
>
> (a) the rent paid in respect of that period, less
>
> (b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

23. Section 44(4) provides:

> "(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies."

24. Section 47(1) provides that an amount payable to a tenant under a RRO is recoverable as a debt.

25. In *Acheapong v Roman* [2022] UKUT 239 (LC); [2022] HLR 44, Judge Elizabeth Cooke gave guidance on the approach that should be adopted by Tribunals:

> "20. The following approach will ensure consistency with the authorities:
>
> a. Ascertain the whole of the rent for the relevant period;
>
> b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.
>
> c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:
>
> d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4).
>
> 21. I would add that step (c) above is part of what is required under section 44(4)(a). It is an assessment of the conduct of the landlord specifically in the context of the offence itself; how badly has this landlord behaved in committing the offence? I have set it out as a separate step because it is the matter that has most frequently been overlooked."

26. These guidelines have recently been affirmed by the Deputy President in *Newell v Abbott* [2024] UKUT 181 (LC). He reviews the RROs which have

been assessed in a number of cases. The range is reflected by the decisions of *Simpson House 3 Ltd v Osserman* [2022] UKUT 164 (LC) and *Hallett v Parker* [2022] UKUT 165 (LC), the Deputy President distinguished between the professional "rogue" landlord, against whom a RRO should be made at the higher end of the scale (80%) and the landlord whose failure was to take sufficient steps to inform himself of the regulatory requirements (25%).

27. The Deputy President provided the following guidance (at [57]):

> "This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health."

28. The Deputy President added (at [61]):

> "When Parliament enacted Part 2 of the 2016 Act it cannot have intended tribunals to conduct an audit of the occasional defaults and inconsequential lapses which are typical of most landlord and tenant relationships. The purpose of rent repayment orders is to punish and deter criminal behaviour. They are a blunt instrument, not susceptible to fine tuning to take account of relatively trivial matters. Yet, increasingly, the evidence in rent repayment cases (especially those prepared with professional or semi-professional assistance) has come to focus disproportionately on allegations of misconduct. Tribunals should not feel that they are required to treat every such allegation with equal seriousness, or to make findings of fact on them all. The focus should be on conduct with serious or potentially serious consequences, in keeping with the objectives of the legislation. Conduct which, even if proven, would not be sufficiently serious to move the dial one way or the other, can be dealt with summarily and disposed of in a sentence or two."

The Background

29. In November 2022, Mr and Mrs Ogunbiyi were looking for accommodation. They saw two rooms at the Property advertised on the SpareRoom website. They were interested because these were advertised as "Live Out Landlord".

30. On 21 November 2022, they went to view the Property which is a two storey terraced house. On the ground floor, there were a living room, kitchen and toilet. One the first floor there were three bedrooms (the front bedroom, the middle bedroom and the rear bedroom) and a bathroom. The middle bedroom had been accepted by a couple, Victor and Sasha. This was the master bedroom and would have been the Applicant's first choice.

31. Mr and Mrs Ogunbiyi accepted the front bedroom and paid a deposit of £1,100 (p.87). They agreed a rent of £1,050 pm and moved into occupation on 26 November. Victor and Sasha took up occupation of the middle bedroom at the same time. The tenants had shared use of the bathroom and the facilities on the ground floor.

32. Mr Adesanya required them to sign a "licence agreement" (at p.20-21). Mr Adesanya told the Tribunal that he had been given the template for the agreement by a friend. Mr Adesanya sought to argue that he was a resident landlord and that the occupants were mere lodgers. We do not accept this. There was a lock on their door. They were granted exclusive possession at a rent for a term of six months. These are the hallmarks of a tenancy (see *Street v Mountford* [1985] AC 818). Neither do we accept that Mr Adesanya was a resident landlord. Whilst he retained a key to the rear bedroom, he only slept there for one night during the period of 12 months that the Applicants resided at the Property.

33. We make the following findings: (i) the licence agreement was a sham to conceal the substance and reality of the arrangement which was to grant an assured shorthold tenancy; (ii) Mr Adesanya did not place the deposit of £1,100 in a rent deposit scheme; (iii) the deposit was not returned to the tenants at the end of the tenancy; (iv) the landlord did not provide the tenants with the "How to Rent" booklet, an energy performance certificate, or a gas safety certificate. We were told that there were smoke detectors.

34. On 26 May 2023, Mr Adesanya granted the Applicants a further licence agreement for three months at an increased rent of £1,100 (at p.22-23). Sasha witnessed their signatures. At the same time, Mr Adesanya extended Victor and Sasha's tenancy for a further three months.

35. In June 2023, Mr Adesanya allowed the Applicant's cousin, Oluwaseum Folorunsho, to occupy the rear bedroom at a rent of £300 per month. Mr Ogunbiyi paid this in addition to his rent of £1,200 pm (see p.62-65). Mr

Adesanya had to remove some of his belongings from the rear bedroom and store them in the roof space.

36. On 26 August 2023, Mr Adesanya granted the Applicant a further licence agreement for three months at an increased rent of £1,150 (at p.24-25). Sasha witnessed their signatures. Victor and Sasha did not extend their tenancy. At various times two other people rented room, one being Abayomi Adewumi. Mr Adewumi was only there for four to six weeks, as he was not happy with the letting.

37. The Applicants decided to vacate on 26 November 2023 for a number of reasons. Mrs Ogunbiyi was pregnant. The tenants were concerned that the landlord entered the Property at odd hours and without notice. He also disconnected the Netflix devise for which they were paying. The Applicants complained that the central heating boiler had reached the end of its life and was unreliable. The Property was cold. They had no hot water for some days.

38. In July 2023 (at p.143), there was an occasion when Victor sought to carry out repairs to the washing machine. This caused a flood and the landlord needed to replace the floor. This is corroborated by a photo that Mr Adesanya provided. It is apparent from the IMessage exchanges that Mr Adesanya did respond, when items of disrepair were reported.

39. Mr Adesanya rejected the substance of the Applicant's evidence. He said that in 2022, he was in financial difficulties. He was unemployed. He had two charges on the Property. He arranged for his son to live with an aunt. He only admitted the Applicants into occupation as his lodgers. He denied that there were any other tenants. He continued to reside at the Property, and slept in the rear bedroom. In January 2023, he obtained a job in Hastings and Rye carrying out refurbishment works. During the week, he would stay in a hotel. He returned to the Property at weekends. He stated that in November 2022, he had advertised the rooms on SpareRoom as "Live in Landlord".

40. Mr Adesanya's documents included the following:

(i) A letter signed by Francesco Guerriero, dated 5 July 2024, stating that he was occupying a room as a lodge with the landlord. Mr Guerriero was not called to give evidence. This relates to a period after the Applicants had vacated the Property. This evidence does not assist us.

(ii) A declaration signed by Mr Adesanya, dated 21 December 2023, stating that the property was not licensable as he occupied the Property with only one or two lodgers.

(iii) A Claim Form, dated 5 December 2024, issued by the Bank of Scotland PLC (t/a Birmingham Midshires) claiming possession of the

Property on grounds of mortgage arrears. It seems that a second mortgagee, Spring Finance Limited, has also issued legal proceedings.

(iv) A photograph showing mould growth in the bathroom. Mr Adesanya was unable to state when the photo was taken. The Applicants stated that there was no such mould growth when they were in occupation. However, they had found it necessary to wipe down the ceiling on a regular basis.

41. We regret that we are unable to accept much of Mr Adesanya's evidence. Much of it is inconsistent with the IMessage exchanges to which he was a party. We prefer the evidence of the Applicants. In November 2022, the rooms were advertised on SpareRoom as having a "Live out Landlord". At all times, the Property was occupied by a number of tenants and required a licence. Newham have confirmed that there was no licence (see p.187).

Our Determination

42. The Tribunal is satisfied beyond reasonable doubt of the following:

(i) The Property was an HMO that required a licence under Newham's additional licencing scheme at all material times. There was no licence.

(ii) The Respondent was the person "having control" of the Flat, as he received the rack rent from the tenants.

(iii) The Respondent was also the person "managing" the Flat as he was the freehold owner who received the rent.

(iv) The Respondent has not suggested any defence of "reasonable excuse".

The Tribunal is therefore satisfied beyond reasonable doubt that the Respondent has committed an offence under section 72(1) of the 2004 Act, of having control of or managing an HMO which is required to be licensed under but was not so licensed. The offence was committed over the period 26 November 2022 to 25 November 2023.

43. Ms Hoxha argued for a RRO at the highest level. If any RRO were to be made, the Respondent rather argued that it should be at the lowest level.

44. The Tribunal must first determine the whole of the rent of the relevant period. We are satisfied that the relevant period for a RRO should be 26 November 2022 to 25 November 2023. The rent paid was £13,960. The Applicants have provided details of the rent that they have paid. They were working and were not in receipt of universal credit.

45. The Tribunal must then consider what deductions should be made in respect of sums expended on council tax, water rates, gas, electricity and

the TV licence. Mr Adesanya paid council tax of some £1,300. However, only 33% would be attributable to the Appellant's room. The gas and electricity were metered. For the first three months, Mr Adesanya topped up each meter by £50. He then ceased to do so. We had been minded to make a deduction of £500. However, we note that Mr Adesanya did not return the Applicants' deposit of £1,100 to them. It should have been returned. We are satisfied that we should mark our disapproval of the Respondent's conduct by setting off the deposit against these utility bills.

46. We are then required to consider the seriousness of the offence. The Upper Tribunal considers licencing offences to be less serious than other offences for which RROs can be imposed.

47. We are finally required to have regard to the following:

(a) The conduct of the landlord.

(b) The conduct of the tenant.

(c) The financial circumstances of the landlord.

(d) Whether the landlord has at any time been convicted of an offence to which this Chapter applies. There is no relevant conviction.

48. We have regard to the following factors:

(i) Mr Adesanya can only be categorised as a "rogue landlord". We highlight the factors which we have identified at [33] above.

(ii) We accept that Mr Adesanya has had financial difficulties. However, he has produced no adequate evidence in respect of his financial circumstances.

(iii) There is no criticism of the conduct of the Applicants.

(iv) The Applicants have complained of some disrepair. However, we are not satisfied that this has been significant.

49. Taking all these factors into account, we make a RRO in the sum of £9,772, namely 70% of the net rent of £13,960 which was paid over the period 26 November 2022 to 25 November 2023. We also order the Respondents to reimburse to the Applicants the tribunal fees of £330 which they have paid. These sums shall be paid 18 January 2025.

Robert Latham
20 December 2024

RIGHTS OF APPEAL

1. 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.

2. 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.

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

4. The application for permission to appeal must 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.