FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/29UE/LDC/2024/0110
Property	**:**	Flats 1-4, 4 Cannon Street, Dover, Kent CT16 1BY
Applicant	**:**	L&Y Property Corp Ltd
Representative	**:**	Mr Fox of counsel instructed by Whitehead Monckton Limited
Respondent	**:**	Tracey Anne Bullock – Flat 1 Koutaibi Dawood Al-Janabi – Flat 2 Hau Xuan Tram – Flat 3 Georgi Stankov Ivanov – Flat 4
Representative	**:**	Ms Hanna Heffner for Mr Al-Janabi only
Type of Application	**:**	To dispense with the requirement to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985
Tribunal Member	**:**	Judge J Dobson Mr M J F Donaldson FRICS Ms T Wong
Date of Hearing	**:**	7th January 2025
Date of Decision	**:**	27th January 2025

DECISION

Summary of the Decision

1. **The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act,**

2. **The Tribunal has made no determination on whether the costs of the works are reasonable or payable.**

3. **The Tribunal fees shall be borne by the Applicant.**

The application and Background

4. The Applicant applied by application received on 21st June 2024 for dispensation under Section 20ZA of the Landlord and Tenant Act 1985 ("the Act") from the consultation requirements imposed by Section 20 of the Act in respect of works in relation to Flats 1-4, 4 Cannon Street, Dover, Kent CT16 1BY ("the Property").

5. The Applicant is the relevant landlord of the Property. The Respondent lessees hold leases of dwellings within the Property.

6. The Property comprises 3 one- bedroom flats and 1 two- bedroom flat in a converted block. There are also commercial premises on the ground floor. However, the commercial premises were not included within the demise of the residential headlease.

7. The Applicant explains in the application that it relates to scaffolding erected on or about 2nd April 2023. The scaffolding remained in situ for approximately 4 weeks, being the minimum term offered to the Applicant by the contractor instructed, Cloke Scaffolding. The Applicant contended that this to be a reasonable timeframe in circumstances where there was water ingress, but the cause of the water ingress was at that stage unknown. The Applicant suggests that professional surveys and extensive roofing repair works may have been required to resolve the issue. It is said that the Respondents were not formally consulted due to the need for the scaffolding to be erected urgently so that the cause of the water ingress could be identified.

The history of the case

8. The Tribunal gave Directions on 23rd 2024, setting out the nature of the application and explaining that the only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements, hence the question is not one of whether any service charge costs are reasonable or payable. The Directions Order listed the steps to be taken by the parties in preparation for the determination of the dispute, if any.

9. The Directions [189- 196] originally listed the application for determination on the papers, but as the application was objected to by the lessees of Flats 1, 2 and 4, the Tribunal determined that a hearing should be listed.

10. The Applicant provided a bundle for the hearing, comprising 339 pages. The bundle contained principally the application [3-13], a copy of each Flat lease [18- 188]; the responses of the Respondents [197- 217] and the reply to those of the Applicant at some length [218- 339].

11. Whilst the Tribunal makes it clear that it has read the bundle, the Tribunal does not quite refer to all of the documents in this Decision, it being unnecessary to do so. Various matters mentioned in the bundle or at the hearing do not require any finding to be made for the purpose of deciding the relevant issues in the cases. The Decision seeks to focus solely on the key issues. It should not be mistakenly assumed that the Tribunal has ignored matters not specifically referred to below or left them out of account. Where the Tribunal refers to specific pages from the bundle above and below, it does so by numbers in square brackets [ ].

The Law

12. Section 20 of the Landlord and Tenant Act 1985 ("the Act") and the related Regulations contain the relevant provisions.

13. Section 20(1) states that:

> "Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of the tenants are limited in accordance with subsection (6) or (7) 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]."

14. Section 20(2) defines "relevant contribution" as being, in effect, the amount due under the service charge provisions in respect of the works or under the agreement.

15. Section 20 (5) adds further in relation to the amounts in consequence of which the section will apply.

16. Section 20 (6) and (7) provide that where amounts have been set, the contributions of a lessee are limited to that amount.

17. The Service Charges (Consultation Requirements) (England) Regulations 2003 (the "Regulations") identify at regulation 6 that:

> "the appropriate amount is an amount which results in the relevant contribution of any tenant being more than £250".

18. Section 20ZA (4) of the Act provides that "the consultation requirements" will also be prescribed by regulations. The requirement essentially involves a series of notices and information about the proposed works, the outcome of a tender process and the decision who to instruct, as well as providing, importantly, for lessees to be able to name contractors from whom quotes should be sought.

19. An application for dispensation may be made prospectively or retrospectively.

20. Section 20ZA (1) provides that on an application to dispense with any or all of the consultation requirements, the Tribunal may make a determination granting such dispensation "if satisfied that it is reasonable to dispense with the requirements".

21. The appropriate approach to be taken by the Tribunal in the exercise of its discretion was considered by the Supreme Court in the case of *Daejan Investment Limited v Benson et al* [2013] UKSC 14 [211- 219].

22. The leading judgment of Lord Neuberger explained that a tribunal should focus on the question of whether the lessee will be or had been prejudiced in either paying where that was not appropriate or in paying more than appropriate because the failure of the lessor to comply with the regulations. The requirements were held to give practical effect to those two objectives and were "a means to an end, not an end in themselves".

23. The factual burden of demonstrating prejudice falls on the lessee. The lessee must identify what would have been said if able to engage in a consultation process. If the lessee advances a credible case for having been prejudiced, the lessor must rebut it. The Tribunal should be sympathetic to the lessee(s).

24. Where the extent, quality and cost of the works (or services) were in no way affected by the lessor's failure to comply, Lord Neuberger said as follows:

> "I find it hard to see why the dispensation should not be granted (at least in the absence of some very good reason): in such a case the tenants would be in precisely the position that the legislation intended them to be- i.e. as if the requirements had been complied with."

25. The "main, indeed normally, the sole question", as described by Lord Neuberger, for the Tribunal to determine is therefore whether, or not, the lessee will be or has been caused relevant prejudice by a failure of the Applicant to undertake the consultation prior to the major works and so whether dispensation in respect of that should be granted.

26. The question is one of the reasonableness of dispensing with the process of consultation provided for in the Act, not one of the reasonableness of the charges of works arising or which have arisen.

27. If dispensation is granted, that may be on terms. That is to say that dispensation is granted but only if the landlord accepts- and fulfils- appropriate conditions. Specific reference was made to costs incurred by the lessees, including legal advice about the application made.

28. There have been subsequent decisions of the higher courts and tribunals of assistance in the application of the decision in *Daejan* but none are relied upon or therefore require specific mention in this Decision.

29. More generally, the Tribunal considers that the case authorities demonstrate that the Tribunal has a very wide discretion to, if it considers it appropriate, impose whatever terms and conditions are required to meet the justice of the particular case- in *Daejan* it was said "on such terms as it thinks fit- provided, of course, that any such terms are appropriate in their nature and their effect".

30. The matters in respect of dispensation necessarily apply only if a requirement for a consultation has arisen and no consultation or no compliant one was carried out.

The Leases

31. There is no dispute that the Leases (as the Tribunal terms the individual leases for the Respondents' flat collectively) provide that the Applicant is required to undertake the repair and maintenance of the Property.

32. As far as it was realistic to compare the Leases, the Tribunal understands them to be in the same or substantively the same terms and there was no contrary suggestion. The Tribunal uses the Lease of Flat 2 as the example in this case.

33. In general terms, the Leases cover the sorts of matters which would be expected. There is no reason to set those out in full where no dispute arises about them and the only aspect broadly relevant to this application is that the Applicant has the relevant repairing obligations.

34. For completeness, the provisions which relate to the Applicant's relevant obligations are contained in clause 1 (where "Services" are defined), clause 6 and Schedule 6 to that lease. The provision for the Respondents to pay service charges in respect of the costs of meeting those obligations is contained in clause 5- where the lessee agrees to perform his or her covenants- and particularly paragraph 2 of Schedule 4.

The Hearing

35. The hearing was conducted fully remotely as video proceedings.

36. The Applicant was represented by Mr Fox of counsel. He was accompanied by Mr Khadar, director of the Applicant. Ms Bullock of Flat 1 and Mr Ivanov of Flat 4 attended, as did Ms Heffner as representative of Mr Al-Jabani of Flat 2. The lessees of those flats are what might be described as

the active Respondents. In contrast, no reply to the application was submitted on the part of Mr Tram, whose inclusion still as a Respondent reflects no more than his position as a lessee in the building.

37. Ms Brincat attended to act as interpreter for Mr Ivanov, arranged by the Tribunal at Mr Ivanov's prior request. The Tribunal explained that any questions, evidence and other comments would need to be limited to a couple of sentences or thereabouts at a time, to facilitate interpretation.

38. Unfortunately, there were some minor practical and technical difficulties at the start of the hearing, although those did not cause any ongoing issue.

39. It was established that there was dispute about the facts of the situation. The Tribunal therefore heard oral evidence from the Respondents about the basis for their objections. The Tribunal did not receive oral evidence from Mr Khadar for the Applicant- the Respondents did not wish to ask any questions of him and in those circumstances neither did the Tribunal consider there to be a need to do so, not least given the detailed written case.

40. The Tribunal does not set out the written or oral cases individually but rather addresses them as appropriate when explaining its consideration of the approach to take to the application.

Consideration

41. The key question for the Tribunal, as explained above, was whether the Respondents could demonstrate prejudice arising from the lack of consultation.

Facts

42. The essential facts were that there had been water leaking into the Property. Ms Bullock, for example, explained that she had water coming out of light fittings and plugs sockets. That resulted in an email being sent to Mr Khadar 's solicitor. That was on 23rd March 2023.

43. Mr Ivanov said in evidence that Mr Khadar visited his flat, being the top floor flat. Mr Ivanov said that Mr Khadar came to what Mr Ivanov considered the obvious conclusion, namely that the problem was not one with the roof.

44. The Applicant arranged for scaffolding to be erected to the front of the Property. Mr Khadar himself went up the scaffolding and from the scaffolding onto the parapet. He identified that a dead bird was in the hopper and was preventing water going down the pipe. He removed the dead bird. That occurred on 3rd April 2023. The water ingress ceased.

45. There was no dispute that the removal of the dead bird resolved the problem or assertion that any additional external work was needed. There was therefore in the event a perhaps unexpectedly simple solution.

46. There were a few days between the report to the Applicant and the removal of the dead bird. The view taken by Ms Bullock and Ms Heffner to the approach taken by the Applicant was indicated to be affected by asserted delay. That said, Mr Fox highlighted in closing that by email dated 1st April 2023, Ms Heffner had said, although stating the Respondents were "not quite ready" to forego the section 20 process, "we understand that urgent action is needed and do appreciate a fast action to remedy the rather sever situation" [214].

47. There was communication from the Applicant that scaffolding was to be erected or was being erected. There was no consultation process.

Matters raised by the Respondents

48. It was suggested by the Respondent that there were potential alternatives to the erection of scaffolding. In particular, it was said by Ms Bullock that a cherry picker or similar could have been used to access the roof area and check where the leak was from. She contended that the problem could have been established and a plan formed to fix it.

49. It was accepted by Ms Bullock that she did not have any details of the costs or timeframe in relation to any potential alternative approaches. She had not obtained any in the time between the erection of the scaffolding by the Applicant and the hearing.

50. Ms Heffner said that she had made enquiries and it had taken her "about 10 minutes" to find companies who specialise in cleaning gutters and who she said would cost a lot less, although she had not provided evidence of specific costs, whether including access or otherwise. Reference was made to an email she sent [201] which referred to her managing agent estimating that to inspect and clean the gutter from a vehicle would have cost around £1000.00 but that was as far as any information advanced went. The Tribunal envisages that a gutter company would not in fact have cleaned the gutters, given that was not the problem. Rather, they would have remove the dead bird.

51. Ms Heffner also said that she was unsure what was meant by prejudice in this context. Mr Fox put to Ms Heffner that she could upon being informed that scaffolding was to be erected have objected and she said that she should perhaps have "shouted louder".

52. Ms Heffner asserted that a gutter company should have dealt with the matter. She asserted that if a drone survey had been undertaken and that had shown the presence of the dead bird, she was sure that there were other ways of dealing with the situation than the erection of scaffolding.

53. It had been the subject of an enquiry by Ms Heffner as to whether there was a hatch and so the roof could be accessed through that. However, the Tribunal understood it to be common ground that there was no such hatch.

54. It was a very much theme of the Respondents' position that there ought to have been a professional or contractor involved and that there was no professional inspection. Both Ms Bullock and Ms Heffner were unhappy at the lack of what they regarded as an appropriate process and Mr Ivanov endorsed that in his evidence referring to work by an amateur not a professional and criticised the Applicant only contacting a scaffolding company.

55. That said, Mr Fox pointed out in closing that in response to the query by Ms Heffner in her email referred to above about action, Mr Khadar had replied "I already had a builder who advised that scaffolding would first need to be erected in order to inspect the roof area and also to so the necessary repairs".

56. Ms Heffner asserted that action could have been undertaken quicker- although that necessarily would not have allowed for formal consultation any more than the actual timing did. She said that there could have been informal consultation. Ms Heffner explained that the tenant of Flat 2 had needed to move out for a few weeks as it was too wet for him to return sooner, and loss had been caused to her by lack of receipt of rent. Some 40 litres of water had been collected, she said, although by contemporaneous email she said 30 litres.

57. Ms Bullock explained in her oral evidence the difficulty in part related to lack of communication. She said that she only heard what was happening from the lessees of Flats 2 and 3 and otherwise received a bill for the scaffolding costs. Ms Bullock accepted in response to cross examination that she had been copied into an email to Ms Heffner. She did not accept that her issue was simply one of poor communication from the Applicant as opposed to actual prejudice.

58. However, the Tribunal considered that in practice a poor approach to communication lay somewhat at the heart of the issues which had arisen. That was not just that the Tribunal considered that the Respondents might have been better kept informed during the days between the report and the solution.

59. It was also that [214] on or about 1st April 2023, Mr Khadar wrote "Please find the enclosed statement of account, unfortunately immediate payment is required as the scaffolding will be erected on 3rd April". There is nothing to suggest that the Respondents had received previous warning of the cost or that payment might be demanded "immediately". The Tribunal has not sought to consider whether or not the Applicant was entitled to such payment by the demand sent or otherwise at that point or in that timescale. Nevertheless, it would not be surprising if a significant and unexpected demand for payment set a poor tone for this case.

Approach taken and the question of prejudice

60. The Tribunal determined that there was a necessity to be able to see the roof in order to establish the problem which was leading to water ingress. That could not occur from the ground. Equally, there may well then be a

need for works to be carried out. There would need to be access for those works.

61. The most obvious problem with formal consultation is the time that would have taken, several weeks. The water ingress would have continued during that time. It is difficult to conceive that could have been regarded as satisfactory by the Respondents, or indeed by the Applicant.

62. Urgency of work or lack of it is by no means the be all and end all in respect of dispensation, although it is a feature of many of the instances of consultation not being undertaken and applications for dispensation being made, that the work was required to be undertaken with one degree or another of urgency, which runs contrary to the ability to formally consult with the timescale involved in that.

63. In this instance, it is notable that Ms Heffner in particular was critical in oral evidence of the nine- day period (although that timescale seems to be slightly out) from the report to the resolution of the problem. She said that she had to chase the Applicant. Albeit, as identified, she was not critical in the contemporaneous email.

64. The Tribunal accepts the possibility that there could have been an element of saving of time. However, objectively the period of days is not obviously excessive and is within a broadly reasonable timeframe. In any event, it is difficult to criticise the approach taken by the Applicant on the basis of that timescale.

65. Plainly, the cause of the problem is now known. It was not at the time. It is not appropriate to view the matter through the prism of what is known with the benefit of hindsight. Instead, the Tribunal determines that the proper approach is to consider the position as known at the time. It is also important to keep in mind that the Tribunal is considering an application for dispensation from consultation and any prejudice because of that. It si not determining the service charges themselves.

66. Additionally, there is no evidence that, in the event that alternatives had been put forward, any of those would have been adopted by the Applicant, not least a contractor accessing the roof where Mr Khadar was content to do that himself, at least unless and until he had accessed and if he had failed to identify any problem. That access by a contractor would not, the Tribunal finds, have happened because Mr Khadar was able to, and did, identify the problem and attend to it, leaving nothing for a contractor to do.

67. More generally, there is no evidence that having sought and received the advice of a builder, the Applicant was likely to do other than go on to follow that advice. Indeed, the overwhelming likelihood is that having received advice, that would be followed.

68. Many oppositions to dispensation founder on that issue. It is a necessity for lessees to succeed that if there had been consultation, the landlord

would have done something different to that which was done. If the same events would have occurred and the same course of action been followed with the same outcome, the lack of consultation has no effect upon that.

69. That does not of course mean that a landlord can do whatever they wish. The reasonableness of the costs involved can still be challenged in respect of the consequent service charges and control exercised over the level of expenditure that the landlord's course of action produces. However, that is a different matter to prejudice.

70. There is, it must be accepted some connection or overlap. Prejudice means financial prejudice and generally that there would have been lower expenditure if consultation had been undertaken. It can therefore be difficult to discern a clear line between the prejudice in applications for dispensation and controls over the resultant costs charged as service charges. However, there is a difference.

Discussion of the alternative approach suggested by the Respondents

71. The Tribunal accepts that, on one level, the erection of scaffolding and a contract for that to remain for four weeks may seem excessive for what turned out in the event to be a simple issue with a simple solution. It is an unusual feature that when access to the roof was obtained, the problem was resolved so swiftly. However, that is, to re- iterate, with the benefit of hindsight.

72. In contrast, the Tribunal considers that somewhat inevitably it could not have been known by the Applicant what the problem would prove to be before the investigation was undertaken. It necessarily follows that it could not be known what the solution would prove to be. It was known that there was a significant problem with water penetration and action needed to be taken.

73. The Tribunal identifies that if suggested by the Respondents in a consultation, the Applicant might have considered the appropriateness of a drone survey as one potential option. That said, in the event of a drone survey, there would have been the cost involved with that. There would – it is to be trusted- have been identification of the dead bird being present.

74. The Tribunal acknowledges that it may be the case- although no evidence before the Tribunal proves it- that a drone survey could have been organised sooner than scaffolding could be erected. However, that would not have resolved the need for access and the additional time to arrange the drone survey might have delayed access rather than accelerated it for all the Tribunal can discern. There is no evidence at all before the Tribunal one way or the other. There is no evidence that there would in fact have been cost saving, even ignoring the ongoing effects of water penetration if there had been formal consultation about the matter.

75. There was no evidence that there would have been a suitable alternative to that access being by scaffolding. It may or may not be- and there is no

evidence available- that a cherry picker or similar would have alternatively sufficed for an initial investigation, although There was no evidence that the use of a cherry picker would have been sufficient for access. In particular, had the solution not been as simple as it proved to be, the Tribunal considers in its experience that it is unlikely that the work could have been appropriately undertaken from one. The likelihood would be then of scaffolding being erected. However, even the work actually undertaken has not been demonstrated to have been possible from a cherry picker.

76. The Tribunal accepted that a company specialising in cleaning gutters could have been instructed, although in this instance would probably not have undertaken any work to the gutter but rather would have removed the dead bird. However, any such contractor would have needed to obtain access to the roof. If access had been by the contractor rather than by Mr Khadar, there would have been a cost for that work. It was not demonstrated that the overall cost would have been lower. It was not explained how the absence of any instruction of any professional, agent or contractor caused prejudice to the Respondents in the event.

77. The Tribunal noted the suggestion of a managing agent that access to inspect and clear the gutter from a vehicle may cost around £1000.00. However, the Tribunal regarded that as no more than a somewhat educated guess and not a guide to any prejudice which the Respondent may have suffered. Ms Heffner had not established whether any company had a particular system for removing a dead bird from concealed parapet guttering.

78. The Tribunal finds that in the event of consultation, there would be no clear evidence of the cost of alternatives in the same manner as there was none at the hearing. The active Respondents may have faced the same difficulty with a charge from any contractor to determine the work required, and the high likelihood that the contractor could not know without access or a drone survey.

79. Whilst the active Respondents were unhappy at the lack of a guttering or other contractor being instructed, the Tribunal finds that any such in practice would have removed the dead bird, just as Mr Khadar did. There is nothing specialist in picking up a dead bird and moving that from blocking the hopper. There is no evidence that anything else needed to be done that Mr Khadar did not do and another who accessed the area would have done. Hence, the contractor would have produced an additional cost to the cost of access.

80. The Tribunal considered it to be an entirely usual approach for someone in the position of the Applicant to erect scaffolding which could be used to access a property in order to enable investigations to be undertaken. Certainly, that is as one of a number of potential approaches and where there were other approaches. It is all the more likely where advice was given by a builder to follow that course.

81. Knowing what is known now, the potential appeal of a drone survey and then access by a cherry picker is identifiable. However, firstly only if access to the relevant area by cherry picker would have been possible. Secondly, the Tribunal does not consider that was so obvious to the Applicant at the time that the suggestion of a drone survey- or indeed a cherry picker to investigate matters if indeed that would have been practicable- would have obviously persuaded the Applicant not to take the approach it did, even if there had been a formal consultation with the delays arising from that. Nor, as referred to above, is it anything like clear that in practice there would not subsequently have been the need for scaffolding.

82. The Tribunal noted that there was a period between the report to the Applicant and the scaffolding being erected, although accepted a need to arrange the erection of the scaffolding and a time for that. The Tribunal does not consider it necessary for the purpose of this case to make any more specific finding and prefers not to do so.

83. The Tribunal notes the period of hire of the scaffolding, although the Tribunal is aware from its experience that most of the cost involved in scaffolding relates to it being erected and then removed. That is the part requiring labour, of which none is required for the scaffolding to remain in situ. There is at least no evidence that a different company would have agreed a shorter period of hire and that would then have led to a cheaper cost.

84. The Tribunal did not therefore find any evidence that there would have been any better, as the active Respondents perceive it, approach or that there would have been any saving in the event that the Applicant had consulted. There was no evidence that a different approach might have been regarded as a better one and that some preferable outcome to that which was undertaken would have followed.

Determination

85. The Tribunal therefore determined that the Respondents had not demonstrated any prejudice by the lack of consultation.

86. The Tribunal has considered whether any condition ought to be imposed, acknowledging the ability of the Tribunal to impose conditions and the appropriateness in some instances of doing so. However, that would require something requiring addressing and which the imposition of conditions should address.

87. In light of the above, the application for dispensation is granted. The Tribunal identifies no reason for imposing any conditions and hence the dispensation is unconditional.

88. The Tribunal acknowledges the internal impact of the water penetration and the effects of that. None of the above comments detract from that. However, neither do those effects bear on the determination to be made by the Tribunal in this instance.

89. This Decision is confined to determination of the issue of potential dispensation from the consultation requirements in respect of the major works. The Tribunal has made no determination on whether the costs are payable or reasonable. If a Lessee wishes to challenge the service charges payable, a separate application under section 27A of the Landlord and Tenant Act 1985 would have to be made.

90. The Tribunal identifies for the avoidance of doubt that prejudice as relevant to dispensation- if required- relates to that caused by lack of consultation and not to any wider matters. In a similar vein, the Tribunal re-iterates that the actual level of any service charges demands does not form part of the issue determined, nor does any other question as to the payability of the sums involved.

Tribunal fees

91. Nothing was said in the hearing about the Applicant's fees potentially being paid by the lessees who had responded. There was nothing said by the active Respondents.

92. The application for a grant of dispensation from consultation involves a landlord seeking an indulgence. It asks to be permitted not to do something it ought otherwise to do. The landlord, including this Applicant, has no alternative but to apply.

93. It might be said that the hearing fee was a consequence of there being objections by the active Respondents, but it was the Tribunal that made the decision to list a hearing. That is insufficient to alter the appropriate approach.

94. The Tribunal is content that the appropriate approach is for the Applicant to bear the fees involved in the application. The Tribunal so orders.

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 to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@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.