FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AY/LDC/2024/0177**
Property	:	**Block C, Macaulay Walk, 5 Porteus Place, London SW4 0AP**
Applicant	:	**Grainger (Clapham) Limited**
Representative	:	**Mr Skelly, Counsel, instructed by Seddons Law LLP**
Respondents	:	**Various Leaseholders of Block C, Macaulay Walk, 5 Porteus Place, London, SW4 0AP**
Representative	:	**Mr Morris, Counsel, instructed by Anthony Gold Solicitors LLP**
Type of application	:	**For dispensation under section 20ZA of the Landlord & Tenant Act 1985**
Tribunal members	:	**Tribunal Judge B MacQueen** **Mr J Naylor, FRICS FIRPM**
Date of hearing	:	**16 January 2025**
Date of decision		**3 February 2025**

DECISION

Decision of the Tribunal

1. The Tribunal determines that it is reasonable for the Applicant to dispense with the consultation requirements in relation to the works for the reasons set out in this decision.

2. In granting this dispensation the Tribunal finds that the Respondents have acted reasonably in incurring legal costs in investigating their prejudice and opposing the application. For the reasons set out in this decision the Tribunal imposes the following condition to the dispensation:

   > The Applicant shall pay the Respondents reasonable costs of £35,103.60 (including VAT).

3. The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 so that none of the landlord's costs of the Tribunal proceedings may be passed to the lessees through any service charge.

Introduction

4. The Applicant sought an order pursuant to s.20ZA of the Landlord and Tenant Act 1985 ("the Act") for retrospective dispensation from the consultation requirements in respect of works to remediate water ingress (the Water Ingress Works).

5. Whilst in correspondence the Applicant asserted that the Water Ingress Works had been included in the s.20 consultation exercise that the Applicant had undertaken, the Applicant told the Tribunal at the hearing that it accepted that the consultation requirements had not been complied with. The only question for the Tribunal is whether it was reasonable to dispense with the statutory consultation requirements.

6. A bundle of documents totalling 748 pages was provided for the hearing. Counsels for the Applicant and for the Respondents each provided the Tribunal with a skeleton argument.

Agreed Facts

7. The Applicant is the freehold owner of Block C, Macaulay Walk, 5 Porteus Place, London, SW4 0AP (the Property). There are 19 flats within the Property and each is let on long leases. The Applicant is the landlord under the leases and the Respondents are the leaseholders of the flats.

8. The Property is within a former industrial estate with the Property itself being a former industrial building, which was converted into residential use in approximately 2012. The Property consists of five floors from lower ground level to third floor. The first and third floor have inset balconies and there are external balconies on the second floor.

The Leases

9. All of the leases are materially in the same form whereby the Applicant has covenanted with the Respondents to provide services (clause 4.3), and the Respondents are to pay building services rent, development service rent and car park service rent in the manner set out at clause 2.1 of the lease (clause 3.1).

The Works

10. The works specified in the section 20 notices were:

- Replace balcony decking and PIR thermal insulation with an appropriate system satisfying the requirements of Section B4 of The Building Regulations Approved Document B, BR 135 and current MHCLG guidance

or

- replace the timber decking board with a fire resisting type balcony floor system.

It is agreed that between the s.20 notice and the statement of estimates, the scope of works increased. The qualifying works carried out were:

- Renewal of flat roof coverings to the 1st and 3rd floor balconies, and renewal of the balcony coverings.
- Renewal of green roof covering to the main flat roof.

Chronology

11. Following an inspection on 13 August 2020 an External Façade Invasive Inspection Report dated 14 September 2020 was produced (the Osborn Report). This report recommended that works be carried out to the external balcony system in order to obtain an appropriate EWS1 rating.

12. The recommendations from the Osborn Report were that the works should either:
    a. replace balcony decking and PIR thermal insulation with an appropriate system satisfying the requirements of Section B4 of The Building Regulations approved Document B, BR 135 and current MHCLG guidance; or
    b. replace the timber decking board with a fire resisting type balcony floor system. The PIR can remain in place; however, a suitable fire resisting barrier must be to [stet] isolate the PIR insulation from potential ignition sources.

13. The Applicant therefore proposed to undertake a programme of qualifying works to ensure that it would achieve an EWS1 rating and certification (the EWS1 Works). It is agreed that this report identified works to the balcony decking but did not recommend any works to the flat roof coverings or the renewal of the green roof covering to the main roof and made no reference to water ingress works.

14. A programme of qualifying works was proposed and a Notice of Intention to carry out works was served on 9 November 2020 to all leaseholders of the Property pursuant to section 20 of the Act. It is agreed that this Notice of Intention specified the works specified in the Osborn Report.

15. Separately, in order to determine the condition of the high and low level roof terraces, the Applicant's agents also obtained a condition report from Proteus Waterproofing dated 20 April 2021 (the Proteus Report). This report recommended that the high level and low level terraces were renewed with a cold melt inverted roof system.

16. Following receipt of the Proteus Report, the Applicant decided to expand the programme of qualifying works to also complete the recommendations of the Proteus Report. The Applicant accepted that it had not communicated to the lessees the fact that this report had been obtained, its conclusions and the consequent decision to expand the works.

17. The Applicant sought tenders for this expanded programme of works from six contractors and a Tender Analysis Report (TAR) was completed by Earl Kendrick Building Surveyor and was dated 26 July 2021. The details of this extended programme of works are set out in the schedule of works appearing in the TAR (page 84 to 121 of the bundle). It is agreed that this programme of works is different to the description set out in the Notice of Intention dated 9 November 2020 and it is therefore agreed that the consultation did not specify the

actual works which were tendered and carried out.

18. The works for which tenders were obtained were:

    Renewal of flat roof coverings to the 1st and 3rd floor balconies, and renewal of the balcony coverings.

    Renewal of green roof covering to the main flat roof.

19. It is accepted by the Applicant that the TAR was not provided to lessees at the time.

20. The statement of estimates gave six estimates ranging from £246,562.69 (plus VAT) to £355,087 (plus VAT).

21. Two letters were sent to leaseholders which were dated 4 August 2021. Firstly, at page 302 of the bundle is a letter titled "Re: Major Works Block C, 5 Porteus Place. The second paragraph of the letter stated "we confirm receipt of the contractor's tenders for the proposed roof works at the property addressed above." The letter also stated that the cheapest tender was from Millane Ltd and the Applicant stated that it was their intention to instruct Millane Ltd to carry out the remedial works.

22. Also dated 4 August 2021 was a letter headed "Re: Section 20 Consultation- Statement of Estimates - Remedial Work following EWS1 Report ..". (page 303 to 306 of the bundle). Under cover of this letter, the Applicant's agent enclosed a Notice and statement of Estimates. The letter set out the quotes that were obtained and recommended that Millane Ltd complete the work as they had provided the lowest tender. It is accepted that that letter made no reference to the expanded scope of the works.

23. It is not disputed that no replies, observations or requests were received in response to the Notice and Statement of Estimates, however it is the Respondents' position that the Respondents did not make observations because firstly the statement of estimates did not give an address for inspection of the estimates; and secondly, because the lessees had understood the consultation to be in respect of fire safety works only and had not been aware that the works included roof replacement works, it being the Respondents' position that they wanted the fire safety works to be completed and had no objection to these works.

24. The Applicant accepted that of the total cost of the works, £10,400 related to qualifying works under the Building Safety Act 2022, and this amount would not be recovered from the leaseholders.

25. It was not until 10 September 2021 (after the deadline for submitting observations had passed) that the Applicant's agent in a letter (page 307-308 of the bundle) referred to the expanded scope of works to include a water ingress issue. That prompted correspondence from the Respondents asking for detail about the water ingress issue.

26. The Applicant produced a document headed "Macaulay Walk Building façade and water ingress works Frequently Asked Questions – October 2021" (page 370-373 of the bundle). This document stated that there was:

> "some evidence to suggest that waterproofing membrane around the main roof and balconies is failing in a certain area and we believe this has caused water ingress into a residential unit, water damage to the concrete deck and corrosion to the steel rebars. To prevent this from worsening and spreading to more homes, further investigations are required, and repair works will

need to be undertaken".

27. On 15 October 2021, Peter Hudson (one of the Respondents) emailed the Applicant's agent and pointed out that he assumed that no new section 20 notices would need to be issued either because the additional work would not exceed the section 20 threshold or the landlord would cover the additional costs.

28. Additionally, the Applicant confirmed that it had approached its insurance company to request that the Water Ingress Work was covered under its insurance policy. This had resulted in the insurance company commissioning a report by Chris Potter Associates (the Chris Potter Report). This report dated 15 November 2021 stated that maintenance was required at the Property but this report did not recommend replacement of the roof coverings. The Chris Potter Report was provided to the insurer's loss adjusters, Integra Technical Services Ltd. As this report concluded that the issues experienced did not arise from defective workmanship, the insurance claim was rejected.

29. The works commenced in around February 2022 and were completed in July 2022. A new EWS1 form was produced in September 2022.

30. Following receipt of invoices in May 2022 for demands the Respondents found to be higher than expected, they instructed Anthony Gold Solicitors LLP. An example of a demand received from the Applicant's agent to Peter Hudson was dated 19 May 2022 (page 460 of the bundle) and was a demand for £11,462.56.

31. The Respondents were not sent a copy of the Chris Potter Report and the Proteus Report by the Applicant until 14 December 2023.

32. The Applicant made an application to this Tribunal for retrospective

consent to dispense with the consultation process. The Respondents position is that they have been prejudiced by the Applicant's failure to consult.

33. This application does not concern the issue of whether any service charge costs will be reasonable or payable, or the possible application or effect of the Building Safety Act 2022. The issue for the Tribunal is whether retrospective dispensation from the consultation process should be granted.

Relevant Law

Section 20

34. Section 20 of the Act provides that:

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

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

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

Section 20ZA

35. Section 20ZA of the Act provides:

> (1) Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long-term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.

Service Charges (Consultation Requirements) (England) Regulations 2003

36. Part 2 of Schedule 4 provides as follows (in summary):

- The landlord shall give notice in writing of his intention to carry out qualifying works to each tenant…
- The notice shall:

    a. describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected;

    b. State the landlord's reasons for considering it necessary to carry out the proposed works;

    c. Invite the making, in writing, of observations in relation to the proposed works; and

    d. specify -

        (i) the address to which those observations may be sent;

        (ii) that they must be delivered within the relevant period; and

- The notice shall also invite each tenant and the association (if any) to propose, within the relevant period, the name of a person from whom the landlord should try to obtain an estimate for the carrying out of the proposed works.

- The landlord must have regard to any observations which are made (Schedule 4, Part 2 paragraph 3). A landlord shall obtain estimates for carrying out the proposed works and supply a statement setting out the amount specified in at least two estimates. At least one of the estimates must be from a person unconnected with the landlord. The landlord must have regard to any observations made in relation to estimates.

37. The approach to applications for dispensation was set out by the Supreme Court in *Daejan Investments Ltd v Benson* [2013] 1 W.L.R. 854 where it was held that the purpose of the consultation requirements imposed by section 20 of the Act was to ensure that tenants were protected from paying for inappropriate works or paying more than was appropriate. In other words, a tenant should suffer no financial prejudice in this way.

38. The Supreme Court held that the main, if not the sole, question for the Tribunal is the real prejudice to the tenants flowing from the landlord's breach of the consultation requirements. The correct question is whether:

i) if dispensation was granted, the tenants would suffer any relevant prejudice; and

ii) if so, what relevant prejudice would be suffered as a result of the landlord's non-compliance with the requirements.

39. The issue before the Tribunal was whether dispensation should be granted in relation to the requirement to carry out statutory consultation with the leaseholders regarding the overall works. As stated in the Directions order, the Tribunal was not concerned about the actual cost that has been incurred.

40. The legal burden is on the landlord throughout, however, the factual burden of identifying some relevant prejudice is on the tenants. Once they have shown a credible case for prejudice, the Tribunal should look to the landlord to rebut it**.**

The Applicant's Position

41. The Applicant set out its position within the bundle and in its skeleton argument. The Applicant at the hearing confirmed that the consultation process was not completed properly. The issue for the Tribunal is therefore whether the Respondents have suffered relevant prejudice.

The Respondents' Position

42. The Respondents' position was that very clear and substantial prejudice to them could be demonstrated as a direct result of the Applicant's failure to consult. The Respondent stated that they had been prejudiced by the Applicant's failure to consult property as follows:
    a. Failure to provide an address for inspection of documents in the Notice (page 305 to 306 of the bundle) meant that the Respondents had been unable to make observations on the roof work.
    b. In any event, had the Respondents been aware of the roof replacement work they would have been on notice of the intention to carry out the work at their expense. The leaseholders would then have been able to scrutinise, ask questions and challenge whether it was necessary at all for the roof to be replaced and ask why, given the building conversion had only been completed in 2012, the roof was replaced in its entirety only 10 years later.
    c. Given the conclusions of the Chris Potter Report and the statement in the Proteus Report that further investigation with core samples was required, there was real doubt as to whether there had been any need for the Water Ingress Works at all.
    d. The leaseholders would have been able to commission their own report.

43. Peter Hudson in his witness statement, pages 140 to 145 of the bundle, told the Tribunal that the Applicant had relied on the survey by Proteus

and this report had only suggested that a roof replacement should be considered. The report also stated that further investigation was needed. It was the Respondents' position that the lack of consultation had meant that they had been unable to comment on whether or not it was necessary for the roof to be replaced.

44. Further, Peter Hudson told the Tribunal that the Chris Potter Report had concluded that only maintenance was required and had not recommended the replacement of the roof covering. In particular, the Respondents' stated that paragraph 3.1.4 the Chris Potter Report (page 527 of the bundle) concluded that:

> "A report from Proteus Waterproofing was included with the claim documentation. This report identified several perceived defects; no evidence of water ingress or failure of the waterproofing was identified in the report".

45. Further, the Respondents pointed out that at paragraph 3.3.11 (page 522 of the bundle) the Chris Potter Report concluded:

> "The lack of water staining around the rainwater outlet penetrations suggests that water ingress through the waterproofing is not occurring. If it were, we would expect to see evidence of water staining at the penetrations rather than along the external corner of the soffit."

46. It was therefore the Respondents' position that they had lost the opportunity to comment on the need to carry out the roofing works, to commission their own survey reports on the roof and to determine whether Proteus or Chris Potter Associates had identified the correct approach.

47. The Respondents submitted that, given the Proteus Report and Chris Potter Report had not been not provided to leaseholders until 14 December 2023, they had been prejudiced since the Chris Potter Report had cast real doubt as to whether there had been any need for the Water Ingress Works at all.

48. Mr Hudson's evidence to the Tribunal was that, had the lessees been made aware through the consultation process that they would be charged for roof replacement works, they would have scrutinised what was being proposed carefully. They would have asked for details of the water ingress and asked why such large areas of the roof covering needed replacement.

49. Additionally, the Respondents' position was that the lack of consultation had meant that the Respondents had lost the opportunity to ask the Applicant about the existence of warranties and/or a legal claim against the developer and/or an insurance claim.

50. The Respondents therefore asked that the application for dispensation be refused, meaning that the Applicant would only able to recover £250 per leaseholder for the works. Alternatively, the Respondents asked that the recoverable cost be limited to £10,400, which was the cost the Applicant stated covered the building safety aspect of the works and for which the Respondents did not have to pay.

Applicant's Reply – Relevant Prejudice

51. In reply to the Respondents' position that the Respondents had been unable to inspect the documents because an address for inspection had not been provided in the Notice, the Applicant accepted that the address for inspection had not been set out at the foot of the Notice accompanying the statement of estimates; however, the covering letters sent by the Applicant dated 4 August 2021 had contained the name, office address, email address and phone number of the person to whom enquiries could be made. Further, the Notice had stated that the estimates could be inspected at "our offices". The same contact name and a phone number had been given on the Notice, while the statement of estimates had given the name, office address, email address and phone number.

52. Further, the Applicant stated that the Respondents had not obtained an expert report and had not quantified, in financial terms, the prejudice they had suffered. It was the Applicant's position that the consultation requirements required the landlord to "have regard" to any observations made by lessees in response to the section 20 notices and statement of estimates, but ultimately it was the landlord who decided the work that needed to be done, when this was to be done, who was to do the work and the amount that was to be paid for it.

Tribunal Decision

53. The Tribunal does not accept that the Respondents have suffered relevant prejudice because of the failure to provide an address for inspection of the documents. Whilst the Notice did not specifically state the address for inspection at the foot of the Notice, the Tribunal finds that the Respondents were provided with a name, address and telephone number of the person who signed the Notice and that the covering letter set out contact details.

54. Turning to the Respondents' assertion that had they been aware of the roof replacement work they would have been able to scrutinise the proposal and ask for details of the water ingress, challenging why such a large area of roof needed replacing and asking for evidence as to why the roof replacement was necessary, the Tribunal does not find prejudice on the facts of this case. The landlord had before it both the Proteus Report and the Chris Potter Report. It is clear that these reports took differing views as to the works that needed to be undertaken. Armed with both of these viewpoints, the decision that the landlord took was to complete the roof replacement works. Whilst the Tribunal accepts that if the Respondents had been aware they would have been able to ask questions about the need for the works and could have commissioned their own report, the landlord would still ultimately be making the decision as to whether the works that were

completed. It is the landlord who decides the work that needs to be done and the amount that is to be paid for them. With the conflicting views as to the work needed within the Proteus Report and the Chris Potter Report, the landlord took the decision to proceed with the work. Therefore, based on the facts of this case, the Tribunal does not find that the Respondents have been prejudiced because of the Applicant's failure to consult.

55. Regarding the Respondents' position that had they been aware of the work through the consultation process they would have wanted an explanation as to why a claim was not pursued by the Applicant on the basis of warranties or insurance, the Tribunal accepts the Applicant's position that even if the Respondent had given these comments there would be no prejudice as the situation would not change. The Applicant confirmed that there was no roof warranty for the terraces at the Property. Further, the Applicant's position was that the landlord did pursue a claim against the warranty provider. Their insurer appointed a loss adjuster who commissioned the Chris Potter Report. The loss adjuster used these findings to determine that there was no defect in the building and the water ingress was as a result of wear and tear. The Tribunal therefore finds that the Respondents have not suffered relevant prejudice through being unable to make comments about warranties or insurance.

56. The Respondents have the statutory protection of section 19 of the Act which provides the Respondents with the right to challenge the actual costs incurred by making an application under s.27A of the Act. The decision to grant dispensation in this case does not make any finding on the payability and reasonableness of the scope and cost of the works. This remains a separate issue.

Respondents' Legal Costs

57. The Tribunal finds that it had been reasonable for the Respondents to instruct lawyers to investigate prejudice and challenge the application for dispensation. The Tribunal is disappointed to note how the consultation was conducted by the landlord and in particular that it was not until 10 September 2021, after the date for responses to the Statement of Estimates, that there was mention of issues with the waterproofing layer underneath the terraces and the insurance claim. Further, that it was not until the Respondents engaged solicitors that they were provided with reports.

58. The Tribunal has considered the witness statement of Peter Hudson, and in particular paragraphs 8 to 10 which set out the communication that passed between the Respondents and Applicant which led to the Respondents instructing solicitors. It is evident that until shortly before the hearing, the Applicant maintained its position that the consultation process had been followed. The Tribunal therefore finds that it was reasonable for the Respondents to engage lawyers to assist them.

59. The Respondents provided the Tribunal with a detailed schedule of their legal costs in having to contest this application. This was provided on form N260 – Statement of Costs (summary assessment) and included an itemised schedule of the work completed on documents. The total amount claimed was £35,103.60. The schedule of costs used standard headings to break the work completed into the categories of attendances on client, attendance on other side, attendance on others and attendance at the hearing. This work totalled £22,748 to which hearing fee, land registry fee and VAT were added to bring the total to £35,103.60.

Applicant's Response to the Amount Claimed by the Respondents in Legal Costs

60. The Applicant's position was that the costs were excessive and therefore not reasonable. In particular, the Applicant told the Tribunal that the fees were in excess of guidelines for solicitor grades (with the exception of the Grade D). The Applicant said that, had an expert been appointed, the amount claimed may well have reached the level charged by the Respondents. In this case, and expert had not been appointed and therefore the fees were too high.
61. Further the Applicant stated that it would have expected the Respondents to nominate a single point of contact and because this was not done costs were increased. The Applicant noted in particular that 10 hours had been spent on letters to client, which the Applicant said was excessive.
62. Additionally, the Applicant stated that too much work was completed at Grade A level and that the schedule showed, in the Applicant's view, a duplication of work. Counsel for the Applicant highlighted in particular lines 9, 40 and 41 of the schedule of work where counsel asserted that tasks such as considering the application or beginning work on the brief to counsel were actually captured within other items detailed within the schedule.
63. The Applicant's view was that costs of £20,000 would be a more appropriate level.

Tribunal Decision –Amount for Legal Costs

64. Having considered the Respondents' schedule of costs, the Tribunal finds that the legal costs of £35,103.60 are reasonable. In reaching this decision the Tribunal accepts the schedule provided by the Respondents as an accurate description of the work completed. In particular, the Tribunal finds that the hourly rates charged by each category of fee earner was reasonable when compared to guideline rates. Additionally, the Tribunal does not accept the Applicant's position that costs would have been saved had the Respondents appointed a lead Respondent. Each leaseholder was a client of the Respondents' solicitors and there was no obligation on them to appoint

a lead Respondent. Given that, the Tribunal finds that the amount charged for attendances on client was reasonable.

65. Further, the Tribunal does not accept the contention of the Applicant that too much work was completed at Grade A fee earner rate. This area of law is a specialist area and would require input from a Grade A fee earner. The Tribunal is satisfied that the amount of time spent by that fee earner was reasonable and that appropriate tasks were delegated to Grades C and D.

66. Further the Tribunal accepts the position of the Respondents that their costs increased because of the way the Applicant approached the litigation. The Tribunal notes in particular that the Applicant's Grounds for Dispensation (pages 16 to 20 of the bundle) stated:

> "The Applicant seeks a declaration that the consultation procedure was fully compliant, or in the alternative, dispensation in relation to any failure to consult or omission in the process as may have occurred".

The correspondence within the bundle demonstrated how the Applicant maintained this position and it was not until close to the hearing that the Applicant had accepted that the question for the Tribunal was whether dispensation should be granted because the statutory consultation had not been completed. The Applicant's position had therefore resulted in the Respondents' legal advisers spending time dealing with the Applicant's contentions about the consultation process and would inevitably and indeed reasonably lead to time being expended on this.

67. Further, Tribunal does not accept the Applicant's position that the schedule contained duplicate work. The N260 form provided to the Tribunal set out a very detailed and clear explanation of the work

completed and the Tribunal finds that the time allocated to the tasks completed was reasonable. The Tribunal does not make any reduction to the amount charged for attendance on counsel at the hearing, noting that prudently a trainee solicitor was the fee earner who attended the hearing.

68. The Tribunal therefore makes a condition of dispensation that the Applicant pay the legal costs of £35,103.60.

Section 20C Landlord and Tenant Act 1985

69. The Respondents made an application pursuant to section 20C of the Act that the Applicant's costs of this application are not to be added to the service charge.

70. This Application was not opposed by the Applicant.

71. The Tribunal therefore finds that it is just and equitable to make such an order, in particular given the findings that the Tribunal has made as set out above that the Respondents' legal costs shall be paid by the Applicant.

Name: Judge Bernadette MacQueen Date: 3 February 2025

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 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).