FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/19UD/LDC/2024/0521
Property	:	Cherrett Court, 557 Ringwood Road, Ferndown, Dorset, BH22 9FE
Applicant	:	McCarthy & Stone Retirement Lifestyles Limited
Representative	:	Kayleigh Bloomfield Counsel St Johns Chambers Bristol instructed by Miss KV Adamson Legal Counsel (solicitor)
Respondent	:	The Leaseholders at Cherrett Court
Representative	:	None
Type of Application	:	To dispense with the requirement to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985
Tribunal	:	Tribunal Judge H Lederman MJF Donaldson FRICS Ms T Wong
Date of hearing	:	31st January 2025
Date of Decision	:	24th March 2025

DECISION AND REASONS

Summary of Decision of the Tribunal

1. **The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed on the landlord for works undertaken to 16 balconies at Cherrett Court, 557 Ringwood Road, Ferndown,**

Dorset, BH22 9FE ("the property") subject to the Applicant complying with the following conditions –

1.1 the Applicant discharges and does not seek to recover from any of the lessees by way of service charge or otherwise:

a. the costs incurred or payable in respect of preparation and service of the Stage 2 consultation notice prepared in May 2022 at pages 69-70 of the first bundle including the costs of any specification or tender;

b. the costs incurred or payable in respect of review or adjudication of the tenders following the outcome of that stage 2 consultation including the costs of preparing the tender review.

c. the costs incurred or payable in respect of this application for dispensation or complying with the directions in this Decision (to include any administrative management costs, management time costs, hearing fees, legal costs associated with the same and Counsel's fees);

1.2 The Applicant sends to each of the leaseholders at the property a copy of this Decision within 21 days of the date of receipt of this Decision.

Background

1. The Applicant seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 ("the 1985 Act") from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act. The application was received on 16 September 2024.

2. The Applicant initially filed and served a 77 page bundle in support of the application ("the first bundle"). An additional bundle was filed by email the afternoon before the hearing of 199 pages ("the second bundle") together with an undated skeleton argument (47 paragraphs) prepared by Counsel for the Applicant. Following the hearing on 30th January 2025, the Tribunal issued directions on 5th February 2025. On 10th February 2025 the Applicant sent to the Tribunal a further copy of the second bundle and the skeleton argument and an undated schedule of costs. That Schedule was incorrectly titled as showing Mr. Little as the only Respondent. All the Lessees are Respondents.

3. Page references are to the first bundle except where stated otherwise.

4. The Property is described as a purpose built block of flats comprising of one and two bedroom apartments, in an age-restricted community for the over Sixties. It appears there are 47 separate apartments: [44-45]. The Applicant explains that:

> "The condition of 16 balconies had deteriorated posing a health and safety risk to homeowners. In line with new regulations, the wood needed to be replaced with a fire retardant option. External redecorations including remedial works to 16 balconies went through the Section 20 process to completion and a Contractor

was awarded the contract. The nominated contractor then reevaluated the portion of the quote pertaining to the balcony remedials, subsequently submitting an exceptionally inflated quote. It was decided to put the externals on hold to focus on the balconies as they posed a health & safety risk to homeowners. Three other contractors were approached to tender for the balcony works. APT Group returned the most competative (sic) tender, were awarded the works and works commenced. Works completed in March 2023. Dispensation is being sought due to the health and safety impact to homeowners if the balcony remedials were further delayed by starting another Section 20 process."

5. The only issue for the Tribunal is whether or not it is reasonable to dispense with the statutory consultation requirements. This application is not about the costs of the works, and whether they are recoverable from the leaseholders as service charges or the possible application or effect of the Building Safety Act 2022. The leaseholders have the right to make a separate application to the Tribunal under section 27A of the Landlord and Tenant Act 1985 to determine the reasonableness of the costs, and the contribution payable through the service charges.

6. Prior to the hearing Mr. J Little, a Respondent who had previously objected to dispensation being granted, sent an email of 29th December 2024 (11.47 am) to the following effect:

> "I have been advised by Your McCarthy Stone that all costs incurred by Your Carthy Stone in defending their application for Dispensation will be charged against the Homeowners' Service Charge account.
>
> In addition to the Hearing fee of £220,the decision of Your McCarthy Stone to instruct St Johns Chambers, to represent them at the hearing, will result in additional, not insignificant, fees.
>
> These fees/costs will result in additional, and in my view, unnecessary costs to the Service Charge budget and additional service charges to all Homeowners.
>
> As the sole objector to the Application I do not wish to be associated with, or to have any responsibility for, the additional charges to the Homeowners' Service Charge account, which costs would be due to the failure of **Your** McCarthy Stone, as the Management Company, to undertake the consultation as set out in the Section 20 legislation.
>
> I now formally advise you that I wish to withdraw my objection to the Application for Dispensation submitted by McCarthy Stone dated 16th. September 2024."

7. The Tribunal treats that letter as an application for withdrawal of Mr. Little's case within rule 22 of the Tribunal Procedure Rules SI 2013 1169. That rule provides among other things that a notice of withdrawal does not take effect unless the Tribunal consents to the withdrawal. Upon receipt of that email the Tribunal directed that the hearing on 30th January 2025 should proceed.

8. From the information provided to the Tribunal it seems that Mr. Little may not have had access to legal advice. The Tribunal has not been shown communication from the Applicant relating to its intention to seek such costs from the service charge budget. At this stage, the Tribunal expresses no view as to whether the Applicant would have a contractual right to seek such costs under the terms of any of the relevant Leases. If the gist of such intention to add the cost of this application to the service charge budget was communicated by the Applicant to Mr. Little as he has recounted, the Tribunal would view such a statement with some concern against the background of the duties of the Applicant to act consistently with the Principles of Management in the Private Retirement Housing Code of Practice ("The Code").

9. Whether or not there is a contractual right to recover such sums as service charges, the Tribunal would have jurisdiction to consider whether any such costs should be passed to service charge under section 20C of the Landlord and Tenant Act 1985, if any of the lessees made such an application.

10. One of issues which arose during the course of the hearing was whether if dispensation should be granted from compliance with the Consultation Requirements it should be made conditional upon the Applicant agreeing not to pursue any such costs from the Respondents. This issue was canvassed orally and confirmed in the Tribunal's directions of 5th February 2025.

11. The Respondents are all lessees who are over sixty years of age, potentially some of them might have protected characteristics of age. Irrespective of whether a Respondent meets any particular legal definition, the Tribunal is concerned to ensure reasonable adjustments are made for individuals who may have an impairment which might interfere with their ability to have a full and fair hearing, particularly where they may not have had access to legal advice.

12. The Tribunal is also concerned that Mr. Little may have made a decision to withdraw his objection based upon information about legal costs derived from exchanges with the Respondent which may have presented an incomplete picture which appear to have influenced Mr. Little to indicate his intention to withdraw his objection. In particular as the decision in *Daejan v Benson* [2013] 1 WLR 854 ("Daejan") indicates, the cost of investigating whether prejudice was caused by non-compliance with consultation requirements, or the cost of investigating such prejudice may be a cost payable by the landlord as a condition of grant of dispensation. Similarly, the cost of a hearing to investigate and consider the issue of prejudice may be a cost payable by the landlord as a condition of grant of dispensation - see *Marshall v Northumberland & Durham Property Trust* [2022] UKUT 92 and *Daejan* at paragraphs 61 and 68 for example. It is not clear whether this information was made available to Mr. Little before he indicated his decision to withdraw his objection or whether the Applicant took steps to ensure that he was fully informed if they had made statements about costs being added to the service charge budget.

13. The Tribunal mentioned in its directions dated 5th February 2025 that it had not seen the Applicant's communications to Mr. Little about legal costs, but considered it was entitled to look at any application to withdraw made by a Respondent in such circumstances anxiously and with some concern as to whether there has been full understanding of the risk that the Applicant's

costs would be added to service charge. The Applicant did not adduce any further evidence or submission addressing this issue. The Tribunal is not satisfied that Mr. Little's wish to withdraw his objection was made after a full understanding of the position.

14. The Tribunal is required to consider the application for dispensation on the available evidence irrespective of whether any lessee raised any objection.

Overall approach to application to dispense with the statutory consultation requirements

15. The key question is the extent if any to which the lessees were prejudiced in (i) paying for inappropriate works or (ii) paying more than would be appropriate. The disadvantage is one which they would not have suffered if the requirements had been fully complied with, but which they will suffer if a dispensation is granted unconditionally: see *Daejan* at paragraphs 44 and 65.

Issues which arise from the application for dispensation

16. Ms. Bloomfield the Applicant's Counsel helpfully provided a full and illuminating skeleton argument (accompanied by copies of relevant case law and additional document including a complete copy of the specimen sublease). That bundle did not appear to have been copied to the Respondents initially. Subsequently on 11th February 2025 Mr. Little sent an email acknowledging receipt of "the additional information from McCarthyStone" and confirmed "I accept the information."

17. Ms. Bloomfield fairly and consistently with her professional duty as a legal representative drew attention to relevant case law and statutory provisions as she was bound to do when there were Respondents who were not present or legally represented.

Factual background

18. The Applicant asserts the following (among other) key facts using the page numbering in the bundle. The Tribunal adds other key facts.

19. The Applicant says its managing agent YourLife Management Services Limited ("YLMS") served a Stage 1 Notice on 4 June 2021 for a variety of works including "Replacement and treatment of balcony timbers…" [66-68]. In fact this document also bears the date 28th May 2021 and appears to be from a company called McCarthy & Stone Management Services Limited ("MSMS") trading under the style "YourLife" Care and Management but nothing turns on this.

20. An observation was received within the consultation period which was considered and responded to by the Applicant (see [70]).

21. The Applicant says its agent YLMS served a Stage 2 Notice dated 5 May 2022 [69-70], which set out 2 contractors and their estimates for the full works described in the stage 1 notice. (In fact this document also bears the date 9th May 2022 and confusingly does not bear the name of any limited company but nothing turns on this). The Applicant says neither contractor had connections to the Applicant. The Applicant's case is no written observations were received from the tenants.

22. Mr. Little's "Response" dated 1st December 2024 [73] asserted he had not previously seen or received either of these notices and questioned the reliability of the delivery arrangements. The copy of the Stage 2 Notice dated 5 May 2022 [69-70] is only addressed to "the Homeowner" although the copy of the Stage 1 Notice of 4 June 2021 is addressed to him. The Applicant included "delivery receipts" at pages 75-76 which appear to have been signed by an individual to confirm delivery. The Tribunal is unable to reach any finding about whether the notices were delivered to Mr. Little on the limited evidence available but notes some of the comments in his "status report March 2023" at [62-63] are consistent with him not having received those notices.

23. The Applicant says initially Bell Group were awarded the contract on or around 17 June 2022 providing the cheapest quotation – presumably, that indicated in the stage 2 notice at [69-70]. The Applicant asserts without providing any evidence that following selection, the Bell Group re-appraised their quotation, particularly in relation to the balcony works. (In fact the letter from MSMS at page [56] says that it was only the part of the quotation relating to "balcony remedials" was the subject of "an exceptionally inflated quote".

24. It is said the new quotation was significantly more than previously quoted for. The Applicant says the initial quotation at [69] was for the entire works including external redecoration - approximately £83,000 including VAT and professional fees. The Applicant states the revised quotation was circa. £135,000 for the balcony works alone.

25. It is said by the Applicant that the increase in the estimated cost for the balcony works and the urgency of rectifying the balconies due to the health and safety risks, YLMS placed the external redecoration works on hold to focus on the balcony works. This is confirmed by the letter from MSMS of 23rd October 2024 at [56].

26. The Applicant says in its skeleton argument that YLMS retendered with 2 other contractors in or around September 2022 for just the balcony remedial works (APT Group and HWK Services). The letter from MSMS of 23rd October 2024 at [56] says *three* other contractors were approached. The skeleton argument says APT Group were awarded the contract on or around 9 November 2022, based on a competitive estimate of "circa. £40,000 excluding VAT". The letter from MSMS of 23rd October 2024 at [56] says the "total cost for these works " was £63,299.55 inclusive of VAT and the quotation submitted by APT was a "(*sic*) comparative quote of £40,000". That letter provided an inaccurate description of the of the APT quotation which appears to have been £40,000 exclusive of VAT: see the interim certificate dated 14th March 2023 at [55].

27. The letter from MSMS of 23rd October 2024 at [56] says the balcony works were completed in March 2023. The Applicant's skeleton argument says the balcony remedial works completed on or around 2 June 2023 (paragraph 28). The Tribunal does not need to resolve that apparent inconsistency.

28. The skeleton argument says that MSMS's Fire Safety Officer notified the MSMS Planned Works team that the replacement decking material for the balconies needed to meet certain fire safety requirements. The Applicant's skeleton argument says balconies required replacement with a fire-retardant

material to meet various standards to include: a) British Standard Design Manual requirements (section 5.3.2); b) NHBC requirements; and c) Those contained in BS 8579:2020 Guide to the Design of Balconies and Terraces. These details were not contained in the letter from MSML of 23rd October 2024 at [56] and are not confirmed by any other evidence.

29. The Applicant's position is works had to be temporarily paused whilst APT sourced the required compliant materials and revised their cost estimate. The new quotation was £75,209.46 plus VAT. This cost is supported by the certificate of 16th March 2023 at [55].

30. The Applicant's skeleton argument says the Respondent lessees were informed of the new costs at a homeowner meeting held on 10 March 2023 and were also notified the Applicant would be seeking dispensation "in order to get the works done as quickly as possible due to the health and safety risk of the deteriorated balconies". The application for dispensation was not submitted to the Tribunal until 16th September 2024.

31. The Applicant did not adduce evidence about the nature of the homeowner meeting held on 10 March 2023, the information provided and whether it complied with the guidance about consultation provided by the Code. Mr. Little's "status report" at pages [62-63] suggests that he had many questions about the specification used for the contractor initially appointed to carry out the external works.

32. Mr. Little's written objection dated 9th November 2024 at pages 60-61 included the following paragraph:

> "Following receipt of the Statement of Accounts for 2022/23 the following comments were .made to management, to which no response was received.
> "Balcony works cost £39,358. This is far in excess of the Section 20 Limit which requires formal consultation with Homeowners. Why were Homeowners not formally consulted?
> Homeowners were advised by the Estate Manger that the cost of the balcony works would be £66,000,Clearly this was misleading and grossly inaccurate information. Why were the Homeowners so informed?"

The Applicant's non-compliance with the Consultation Requirements

33. The Applicant accepts the Consultation Requirements were not complied with in the following respects:

> a) they did not re-serve another Stage 2 Notice and allow a further consultation period following the re-tender in September 2022 (with APT, HWK Services);
>
> b) they did not re-tender for the balcony works with the fire-retardant materials, issue another Stage 2 Notice and allow a further consultation period following the advice of MSMS's fire officer in early 2023.

34. An issue which arose from Ms. Bloomfield's skeleton argument which was

not apparent from the Applicant's bundle, is that the critical advice from the "Fire Safety Officer" which caused the work to be paused and the revised cost to be ascertained was from a Fire Safety Officer employed or commissioned by MSMS as managing agent, a group company associated with the Applicant. This was not apparent from the letter sent to Mr. Little of 27th November 2024 at pages 64-65 of the original bundle. Ms. Bloomfield properly accepted, the Fire Safety Officer was part of the same group of companies associated with the Applicant.

35. The Tribunal concludes that the original design and specification as far as fire safety were concerned were to a significant extent within the control and responsibility of the Applicant or its agents or employees for whom it had direct responsibility. Accordingly, the need for subsequent revision (and consequently revision of specification estimates) was to a large degree due to the acts or omissions of the Applicant's internal organisation.

Additional non-compliance with the Consultation Requirements

36. It follows from this that the observations of the Fire Safety Officer were not included or reflected within the stage 1 or stage 2 notices.

Approach to evidence tendered by the Applicant

37. Much of the background and "facts" asserted by the Applicant is found in Counsel's skeleton argument. Whilst the Tribunal has found that helpful in terms of chronology, it has handicapped the Tribunal in reaching findings of fact. The Tribunal views the Applicant's account of events with caution as no individual witness has been tendered by the Applicant to confirm or explain the sequence of events. Facts asserted in a skeleton argument are not evidence to which the Tribunal can give much weight. The role of a legal representative is not to give evidence.

38. In the absence of the Applicant tendering witness evidence or providing many of the original documents referred to in the correspondence or Counsel's skeleton argument, the Tribunal is entitled to scrutinise the Applicant's case that "there is no objection to the application and no evidence of prejudice" in paragraph 36 of the skeleton argument with some care.

Prejudice if unconditional dispensation is granted

39. It follows from the need to provide a further quotation for additional or different works to the balconies to comply with fire safety officer's observations, that the original tender or specification prepared by the Applicant or its agents in advance of the statement of estimates (the Stage 2 notice) in May 2022 at pages 69-72 was not complete. As the original tender or specification was inaccurate or deficient, the cost of the original flawed tendering and consultation process, is potentially prejudice from which the Respondents *as a group* should be relieved.

40. Mr. Little's original objection at pages 61- 63 can be said to have raised similar issues albeit in different context. He did so in a manner which a layman who may not have appreciated the nuances of the law relating to dispensation. In particular at page 62-63 he said as follows:

"Balconies status report March 2023

The Saga of the balconies continues!!

You started your employment as Estate Manager at Cherrett Court in January 2021. Shortly after, using your responsibility under the Health and Safety Legislation, you declared that there was a danger to Homeowners in continuing to use the balconies.
All Homeowners were so instructed not to use the balconies.
What evidence did you have to make that decision.?

Initially you contacted a contractor who had previously undertaken roofing works at Cherrett Court. Presumably there was not a positive outcome from those discussions.

You then arranged for the Handyman to remove and replace the cladding on the underside of one balcony. Cost £200+.,
Why did you think this work would resolve the problem?
No further work was undertaken.

Contact with the Property Services Department at Head Office confirmed that, as at 16 February 2021, they had not been consulted about this issue.
Why did you not contact that department as soon as you identified the problem?
Did you think that you were capable of dealing with what was in effect a technical, building design/construction problem? What appropriate experience/qualifications do you have?

No further information was provided to Homeowners until recently when you confirmed that a contractor had been appointed to do the work.

You have stated that you were authorised to appoint a contractor. By whom?

Who prepared the specification for the necessary work?
What was the estimated cost of the remedial works?
How many contractors were invited to submit quotations and what were the costs quoted?

The contractor appointed by you commenced work earlier this year and after removing the wooden cladding on balconies work was stopped apparently because the proposed work did not comply with current building regulations.

Why were the current regulations not referred to in the Specification?

The original estimate was given at £40,000. Your recently reported that the current estimate was £66,000
Will the original contractor be invited to submit a new quotation before work is recommenced? or will new quotations be sought?

You recently said that the requirements of Section 20 were not in your area of expertise. You were obviously aware of the letter 14 September 2022, which you distributed to all Homeowners.

.....
As the Registered Estate Manager at Cherrett Court you, and possibly some other employees within the McCS organisation, have clearly failed to meet your obligations as required by current Health and Safety legislation and as a result, for more than two years, there has been a potential risk to the safety Homeowners and this will continue until remedial works are completed.
I look forward to your comments."

(Emphasis added)

41. The Tribunal concludes that the cost incurred in the original section 20 process and the original tender review before the fire safety officer's observations were received, were costs which the Applicant would have sought to pass on to the Respondent Lessees as service charge under the provision of their individual leases. This is evidence of *potential* prejudice.

42. The Tribunal also considers that Mr. Little's initial observations in his status report and objection of November 2024 were in some respects in substance the kind of investigation of possible prejudice which the Supreme Court had in mind in *Daejan*.

If dispensation is to be granted what conditions should be imposed upon the Applicant

43. Upon the Tribunal enquiring, Ms. Bloomfield confirmed that the lease in the bundle (Schedule 6 to the Headlease in its complete form) provided was typical in relevant respects of all of the leases at the development which were the subject of this application.

44. The Tribunal adjourned the hearing on 30th January 2025 for some 35 minutes to give Ms Bloomfield the opportunity to take instructions from her instructing solicitor upon the following issues: - Whether dispensation should be granted upon terms that the Applicant pays

    a. the costs of preparing the original section 20 notice consultation

    b. the costs of reviewing the outcome of that consultation

    c. the cost of the application for dispensation (to include any hearing cost and legal costs associated with the same)

45. The costs of preparing the estimates for the original stage 2 notice consultation and the costs of reviewing the outcome of the tender process (described as tender adjudication) will have been wasted as they were based upon incorrect premise. As they did not include the cost of fire safety officer input, this breach caused costs to be incurred which should not have been and for the entire stage 1 and stage 2 process to be presented to the Respondent lessees in an inaccurate and misleading form. Ms Bloomfield did not seek to argue that some of those costs would have been incurred in any event had the fire safety officer report been included into the calculation and specifications in the first place.

46. Having regard to the Applicant's omission to provide direct evidence of the original specification or fire officer's observations and only second hand descriptions of what is said to have occurred, the Tribunal resolves any

doubt about whether those costs would be wasted if the lessees had been given a proper opportunity to be consulted, in favour of the lessees. The Tribunal is fortified in taking this approach by the observations in *Daejan* at paragraphs 67-68. Had the works been adequately specified or described in or in advance of the stage 1 and stage 2 notices, it is likely the costs of the first round of consultation and tender review would not have been incurred or charged to the lessees.

47. Similarly, it appears from Mr. Little's letter withdrawing his objection that the Applicant is contemplating charging its legal and/or management costs arising from this application to the Tribunal to service charge. If that is the intention of the Applicant, those costs of attempting to address its acknowledged failures to comply with the consultation requirements and any cost incurred in providing the additional information and documentation about how this came about are properly to be regarded as consequential prejudice arising if dispensation is to be granted unconditionally

48. Entirely separately the Applicant's failure to adhere to consultation requirements has been a direct cause of the Applicant incurring cost of seeking retrospective dispensation The Tribunal concludes that none of those costs should be charged to service charge as a condition of dispensation being granted.

The amounts which are not payable.

49. The Applicant's undated schedule produced in February 2025 provided as follows:

"	**Item**	**Explanation of cost**	**Value**
1	Consultant's fees	(All consultancy fees from start of Section 20 process dated 4 June 2021 through to balcony remedial works completion)	£6,900 (inc. VAT)
2	Tribunal application fee	(Fee for application dispensation)	£110
3	Tribunal hearing fee	(Fee for hearing on 30 January 2025)	£220
4	Counsel's fees	(Fees for Counsel's attendance at the hearing on behalf of the Applicant)	£2,400 (inc. VAT)
5	Planned Works Planner	- see note 2 below	£522.90
6	Estate Manager - S20/Disp print/distribution	See note 2 below	£114.17
7	Paper	Paper @ 0.7 pence p/sheet x 1058 sheets	£7.40
8	Ink	Ink @ £2.32 p/sheet x 1058 sheets	£20.55
Total			£10,295.02

*Note 1: The Applicant highlights to the Tribunal that they have had to estimate the items listed at items 5 to 8 in the Schedule of Costs but feels that the estimate provided is a reasonable reflection of the time and costs that the Planned Works team, Estate Manager and Operations Manager would have taken to issue the Section 20 process in question

*Note 2: The Applicant can disclose our calculations to the Tribunal in a confidential manner if they would like to review our calculations."

50. Several issues arise from that schedule which the Tribunal cannot resolve.

51. These include whether the Applicant's reference to "consultancy fees" includes all costs referable to the section 20 process or simply those which were outsourced to "consultants". It is unclear for example whether the term consultant includes any employees or agents of other companies in the Applicant group or whether any "in house" constructions professionals undertook any role.

52. A second issue is whether the Applicant intends to recover any of the costs of its "in house" legal adviser or legal team for this application. The intention is that any legal costs associated with this application should not be charged to service charge.

53. A third issue is the costs incurred by the Applicant's managing agents YLMS associated with the application for dispensation. It is apparent that YLMS has conducted much of the correspondence with Mr. Little and some of the administrative work associated with this application. On the footing that YLMS's fees and costs are being charged to service charge, even if there was no separate management fee charged for this work, there should also be a reduction of an appropriate proportion of fees and costs which would otherwise be debited to service charge to reflect the costs incurred by the breaches of the consultation requirements and of this application, so that the Respondents are not paying indirectly for a service that included costs associated with this application for dispensation..

H Lederman

Tribunal Judge

24th March 2025

This has been a remote hearing which has been not objected to by the parties. The documents that the Tribunal was referred to are in the first bundle of 77 pages and the second bundle of 199 pages.

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.