FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AU/LSC/2025/0660**
Property	**:**	**Flat 1, 147 Highbury Grove, London N5 1HP**
Applicant	**:**	**Mr S Bird**
Representative	**:**	**In person**
Respondent	**:**	**Ridgeway Property Developments Ltd**
Representative	**:**	**Mr J Jeevanjee (director)**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Judge S Brilliant** **Ms S Coughlin MCIEH**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**16 July 2024**

DECISION

Decisions of the tribunal

(1) The Tribunal determines that:

(a) In respect of service charges for the year ending 31 October 2015, the sum of £226.04 is due and payable.

(b) In respect of service charges for the year ending 31 October 2024, the sum of £918.71 is due and payable.

(c) Any sums due to the Applicant in respect of service charges for the intermediate years ending 31 October 2016 – 31 October 2023 inclusive can be withheld pursuant to s.21B Landlord and Tenant Act 1985 ("the 1985 Act"). In so far as they have already been paid (£2,548.43), the money should now be returned.

(2) Subject to (c) the above, the Tribunal determines the service charges payable are as follows:

	Insurance	Repairs	Management	Total
2015	£180.89	£45.15		£226.04
2016	£91.02	£68.80		£159.82
2017	£210.70			£210.70
2018	£89.46	£250.00		£339.46
2019	£196.02		£20.00	£216.02
2020	£208.08		£20.00	£228.08
2021	£193.54	£60.75	£20.00	£274.29
2022	£224.00	£137.44	£20.00	£381.44
2023	£718.62	£140.00	£20.00	£878.62
2024	£539.21	£299.50	£80.00	£918.71
Total				**£3,833.18**

(3) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985, as the Respondent has been largely succesful.

The remainder of this decision is divided into the following parts:

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the service charge years ending 31 October 2015 – 31 October 2024 (inclusive), 10 years in total.

2. Although the service charge year in the Lease is for a different period, the parties are agreed that the year ending 31 October has always been, and should be, treated as being correct.

3. At the outset, Mr Jeevanjee's company, Ridgeway Property Developments Ltd (the freehold owner of the Building), was substituted as the correct Respondent. The Applicant's wife has not been joined as a party, although she is a joint leaseholder. Where appropriate, references to the Applicant include his wife.

The hearing

4. The parties each appeared in person. We are grateful for their focused and measured submissions. We had the benefit of a 578 page bundle, which had been carefully prepared by the Applicant.

The background

5. 147 Highbury Grove, London N5 1HP ("the Building") consists of four flats. The Respondent, as well as being the freeholder, also retains the ownership of the top floor flat. The Applicant, and his wife Vida, hold a long lease of the ground floor and basement flat ("the Flat"). It is the Flat which is the subject of this application.

6. We are aware that there may be an issue between the parties as to whether the basement is included within the demise, but it was not suggested by either party that this has any impact on what we have to decide. We ignore it, and make no judgment on this issue.

7. Neither party requested an inspection and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

8. Neither party resides in the Building. Both parties are articulate and confident property professionals. The Respondent told us that the Flat is the only property of his let on a long lease, otherwise he lets out his flats on short term leases. This may explain his being unaware of the dispensation powers of the Tribunal. The Applicant, in turn, has talked of a substantial property portfolio.

9. Unfortunately, relations between the parties have reached a low ebb. These proceedings are only a part of the litigation between them. At the end of the hearing we expressed a hope that the parties could put their differences behind them. It would be in their joint interest to work together so as better to regulate the management and condition of the Building, which is evidently out of repair.

The Lease

10. The Applicant holds a long lease of the Flat which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge ("the Lease"). Paragraph 12 below sets out the relevant parts of the Lease.

11. It is common ground that the Lease, which is dated 29 July 1983, is old fashioned and does not provide a satisfactory framework for a house split into different units. For example:

- there is no power to collect the cost of the services in advance;
- there is no provision for estimates or an adjustment or reconciliation after final accounts have been preparate;
- there is no machinery for collection;
- there is no provision for s.196 Law of Property Act 1925 to apply.

12. The service charge provision is to be found in clause 5(2) of the Lease:

[to] contribute and pay the sum of Fifty pounds on the signing hereof and thereafter annually one quarter part of the costs charges fees expenses outgoings and matters mentioned in the First Part of the Fourth Schedule hereto and one third of the cost charges fees expenses outgoings and matters mentioned in the Second Part of the Fourth Schedule hereto PROVIDED ALWAYS that the Tenant shall upon receiving evidence from the Lessor of payment of any such costs charges fees expenses outgoings or other matters by the Lessor reimburse the Landlord the relevant proportion thereof

The Fourth Schedule

Costs Expenses and Outgoings and Matters in respect of which the Tenant is to contribute one quarter

1. All reasonable costs and expenses incurred by the Lessors for the purpose of complying or in connection with the fulfilment of their obligations under sub-clause (2) (4) and (6) of Clause 6 of this Lease (excluding any such costs and expenses relating to the area shown edged brown on the plan annexed hereto) …

3. The reasonable cost of management of the property and in particular the costs of employing managing agents to provide the services covenanted by the Lessors.

Second Part

Costs Expenses and Outgoings and Matters in respect of which the Tenant is to contribute one third

All reasonable costs and expenses incurred by the Lessors for the purpose of complying or in connection with the fulfilment of their obligations under sub-clause (5) of Clause 6 of this Lease and also under sub-clause (4) thereof to the extent that these relate to the area shown edged brown on the plan annexed hereto).

13. Clause 6 of the Lease relates to the Respondent's covenants. We do no set these out at length, because it is common ground that the service charges in issue relate to the Respondent's obligations under clause 6, or are otherwise management charges.

An analysis of the service charge demands

14. Clause 5(2) of the Lease has been set out in paragraph 12 above. The clause contains a proviso. A proviso is a condition in an agreement.

15. In our judgment, clause 5(2) has limbs. First, to pay annually a set proportion of certain expenses which have been incurred by the Respondent. We shall call this an "Annual Charge". When making a demand for an Annual Charge, there is no contractual requirement to provide evidence of the payments made as a condition precedent for the payability of the demand.

16. Whether there is any statutory obligation to do so is another matter which we consider below.

17. The second limb applies where the proviso is engaged, and a liability to pay arises thereunder. We shall call this an "Ad Hoc Charge". Unlike in the

case of an Annual Charge, when making a demand for an Ad Hoc Charge there is a positive contractual requirement to provide evidence of the payments made as a condition precedent for the payability of the demand.

18. It is implicit in clause 5(2) of the Lease that the Respondent can make demands of the Applicant to pay the Annual and Ad Hoc Charges. The Respondent will need to make such a demand, otherwise the Applicant will not know:

- in respect of the Annual Charges, how much to pay, and
- in respect of Ad Hoc Charges, how much to pay and when to pay it.

19. Since all the service charges are variable, no liability to pay can arise before a demand is made.

The issues

20. We now turn to the issues. Our task has been made much easier by the Scott Schedule prepared by the parties setting out with clarity the issues between them. We are also grateful to the Applicant for the colour coded table in his skeleton argument which embellished the Schedule. It should be noted that whilst this table includes the service charge year to 31 October 2014, this was not included within the Schedule as it should have been, and we do not regard it as being in issue before us.

21. First, there are some six generic issues. Secondly, there are then challenges to three specific items, namely (a) building insurance, (b) repairs, and (c) management fees.

Generic issue A: Was service of eight of the service charge demands by email valid service?

22. The Respondent sent the demands for eight out of the 10 service charge years with which we are concerned as attachments to emails. The demands are all on the Respondent's headed notepaper and have been signed personally by Mr Jeevanjee. The other two demands were sent by post so do not fall within this generic issue.

23. Importantly, it is common ground that the service charge demands for the eight service charge years ending 31 October 2016 – 31 October 2023 (inclusive) and which were sent as attachments to emails, were all received by the Applicant.

24. So the issue is was the sending of these eight service charge demands by email valid service of them?

25. In Sun Alliance and London Assurance Co Ltd v Hayman [1975] 1WLR 177, 185 (a case under the Landlord and Tenant Act 1954), Lord Salmon said:

According to the ordinary and natural use of English words, giving a notice means causing a notice be received.

26. As these emails were received, this case does not concern deemed service under s.196 Law of Property Act 1925 or s.7 Interpretation Act 1978. Nor is this a lease where a notice is required to be served in a particular way, or not to be served in a particular way.

27. In E.ON UK Plc v Gilesports Ltd [2012] EWHC 2172 (Ch) [54] Arnold J held that the provision for deemed service in s.196 Law of Property Act 1925 ("the 1925 Act"), which requires either delivery to the recipient's last known place of abode or business or by registered post, is not satisfied where a notice is served by email.

28. However, as this is not a s.196 Act case, this authority does not assist in answering the question.

29. This is confirmed by Tanfield "Service Charges and Management" 5th edition. Having referred to the E.ON case as not allowing service by email, paragraph 10.13 continues:

In other cases, where the Law of Property Act s.196 does not apply, the landlord will be required to prove that a demand or notice has in fact been received by the tenant.

30. We propose to follow this observation. The eight demands were received by the Applicant. They were validly served.

31. For the sake of completeness, we have also set out a number of recent authorities relating to the service of notices in property law in the Appendix.

Generic issue B: Did the service charge demands served by email contain the prescribed summary of the rights and obligations of tenants?

32. s.21B of the 1985 Act provides as follows:

(*1) A demand for the payment of a service charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to service charges.*

(2) The Secretary of State may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.

(3) A tenant may withhold payment of a service charge which has been demanded from him if subsection (1) is not complied with in relation to the demand.

33. reg.3 of the Service Charges (Summary of Rights and Obligations, and Transitional Provision) (England) Regulations 2007 contains the summary of the rights and obligations of tenants.

34. It is common ground that in each of the eight service charge years when the service charge demands were sent as email attachments, the service charge demands did not contain the prescribed summary of the rights and obligations of tenants.

35. If it is the case that those eight service charge demands were the only ones sent for those eight years, the Applicant has the right to withhold payment of the service charges for the service charge years ending 31 October 2016 - 31 October 2023 inclusive pursuant to s.21B(3) of the 1985 Act set out above.

Generic issue C: Did the Respondent leave service charge demands with the summary of the rights and obligations of tenants at the Building?

36. However, Mr Jeevanjee says that he also provided the service charge demands each with the summary of the rights and obligations of tenants, by leaving them at the Building. At the same time as he did this, he says he provided various receipts evidencing the Respondent's service charge expenditure.

37. The Applicant says he never received these documents. He challenges the suggestion that such documents were delivered to the Building.

38. In so far as there is a conflict of evidence about the delivery of these documents, we unhesitantly prefer the evidence of the Applicant. We say this for a number of reasons.

39. First, six of the demands received as attachments to the respective emails have written "By email only" on them. We do not accept that all of these words were written or typed by mistake.

40. Secondly, the number of enclosures said to have been delivered with the written demands greatly exceed the number of enclosures sent with the email demands.

41. Thirdly, had the Applicant seen certain of the written documents, he would immediately have raised objections or concerns. For example, the 2024 EICR report states that the overall assessment of the installation in terms of its suitability for continued use is unsatisfactory. Had he seen this, he would have immediately become concerned and contacted Mr Jeevanjee.

42. Fourthly, the Aplicant says that if he had been aware of the photographs of want of repair, he would have reacted because of the ongoing County Court proceedings.

43. Fifthly, Mr Jeevanjee is someone very keen to facilitate modern means of communication, and invariably uses email for business.

Generic issue D: If so, was that sufficient service if the Applicant never received them?

44. Although this question does not arise in view of our conclusion above, what is the position if we are wrong and the necessary information was delivered to the Building?

45. In our judgment, mere delivery would not be sufficient if the documents did not come to the attention of the Applicant. There is no deemed service under s.196 of the 1925 Act, which we have said is not incorporated into the Lease. Moreover, Mr Jeevanjee knew the Applicant did not live at the Flat or in the Building.

46. As has already been quoted from Tanfield Service Charges and Management paragraph 10.13:

In other cases, where the Law of Property Act s.196 does not apply, the landlord will be required to prove that a demand or notice has in fact been received by the tenant.

Generic issue E: Was it necessary contractually for the service charge demands to be accompanied by evidence of the relevant payments as a condition precedent for the payability of the demands?

47. We have already set out the contractual position in paragraphs 15 and 17 above. There is no contractual requirement to provide evidence of the payments when making a demand for the Annual Charges as a condition precedent for the payability of the demands.

48. But there is a positive contractual requirement to provide evidence of the payments when making a demand for the Ad Hoc Charges as a condition precedent for the payability of the demands.

49. We have examined each of the ten service charge year demands. With exception of one individual item in the service charge year to 31 October 2020, all the service charge demands are demands for Annual Charges.

50. The only exception is that in the service charge year to 31 October 2020, there is a demand for the payment of roof repairs in advance. As will be

seen below, we disallow this charge. Accordingly, all the service charge demands are to be treated as demands for Annual Charges. None of them is required contractually to be accompanied by evidence of expenditure.

Generic issue F: Was it necessary by statute for the service charge demands to be accompanied by evidence of the relevant payment?

51. We propose to deal with this as we go through the three individual items, to which we now turn.

Building Insurance

52. The building insurance demands are as follows:

To 31 October 2015	£180.89
To 31 October 2016	£91.02
To 31 October 2017	£210.70
To 31 October 2018	£89.46
To 31 October 2019	£196.02
To 31 October 2020	£208.08
To 31 October 2021	£193.54
To 31 October 2022	£224.00
To 31 October 2023	£718.62
To 31 October 2024	£539.21

53. In each of the service charge years the Applicant challenges the payability of the building insurance premium because certain documents were not provided with the demand. These were variously (a) the renewal statement, (b) the statement of facts and (c) the policy booklet. This was the only challenge to the insurance charges.

54. As we have said, there is no contractual obligation to provide these documents as a condition precedent for the payability of the demands.

55. The Applicant provided no authority for the proposition that by statute receipt of these documents with the demands was a condition precedent for the payability of the demands, and we do not find so. If the Applicant wishes to see a summary of the insurance policy or the policy itself he can make as request to do so under the Schedule to the 1985 Act.

56. As far as a summary is concerned, paragraph 2 of the Schedule provides:

(1) *Where a service charge is payable by the tenant of a dwelling which consists of or includes an amount payable directly or indirectly for insurance, the tenant may by notice in writing require the landlord to supply him with a written summary of the insurance for the time being effected in relation to the dwelling…*

(4) The landlord shall, within the period of twenty-one days beginning with the day on which he receives the notice, comply with it by supplying to the tenant or the secretary of the recognised tenants' association (as the case may require) such a summary as is mentioned in sub-paragraph (1), which shall include—

> *(a) the insured amount or amounts under any relevant policy, and*
>
> *(b) the name of the insurer under any such policy, and*
>
> *(c) the risks in respect of which the dwelling or (as the case may be) the building containing it is insured under any such policy.*

(5) In sub-paragraph (4)(a) "the insured amount or amounts", in relation to a relevant policy, means—

> *…*
>
> *(b) in the case of a flat, the amount for which the building containing it is insured under the policy and, if specified in the policy, the amount for which the flat is insured under it.*

(6) The landlord shall be taken to have complied with the notice if, within the period mentioned in sub-paragraph (4), he instead supplies to the tenant or the secretary (as the case may require) a copy of every relevant policy.

57. As far as the policy itself is concerned, paragraph 3 of the Schedule provides:

(1) Where a service charge is payable by the tenant of a dwelling which consists of or includes an amount payable directly or indirectly for insurance, the tenant may by notice in writing require the landlord—

(a) to afford him reasonable facilities for inspecting any relevant policy or associated documents and for taking copies of or extracts from them, or

(b) to take copies of or extracts from any such policy or documents and either send them to him or afford him reasonable facilities for collecting them (as he specifies)…

(4) The landlord shall comply with a requirement imposed by a notice under this paragraph within the period of twenty-one days beginning with the day on which he receives the notice.

58. Paragraph 6 of the Schedule provides:

(1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by or by virtue of any of paragraphs 2 to 4A.

(2) A person committing such an offence is liable on conviction to a fine not exceeding level 4 on the standard scale.

59. Two points can be made. First, there would be no need for these provisions if the insurance documents had to be provided with service charge demands. Secondly, whilst a failure to comply leads to a criminal conviction, there is no mention of any right to withhold payment.

60. The Applicant has made no request under the Schedule.

61. Accordingly, (subject to the right to withhold the service charges for the eight years where the service charge demands did not contain the prescribed summary of the rights and obligations of tenants as explained above) we find that in each of the service charge years the costs of insurance are payable.

Repairs

62. In the service charge year to 31 October 2015, there is a charge for repairs to the communal hallway light in the sum of £45.15.

63. In the service charge year to 31 October 2016, there is a charge for repairs to the front door lock in the sum of £68.80.

64. In the service charge year to 31 October 2022, there is a charge for garden clearance, rain waterpipe repair, stop cock repair, and new door plate in the sum of £137.44.

65. In the service charge year to 31 October 2023, there is a charge for roof repairs in the sum of £140.00.

66. In all four cases the challenge is on the sole basis that no receipts were provided.

67. As we have said, there is no contractual obligation to provide these documents as a condition precedent for the payability of the demands.

68. Again, the Applicant provided no authority for the proposition that by statute receipt of these documents with the demands was a condition precedent for the payability of the demands, and we do not find so. If the Applicant wishes to see these receipts he can make as request to do so under s.22 of the 1985 Act.

69. This provides:

(1) This section applies where a tenant …has obtained such a summary as is referred to in section 21(1) (summary of relevant costs), whether in pursuance of that section or otherwise.

(2) The tenant, … may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities—

> *(a) for inspecting the accounts, receipts and other documents supporting the summary, and*
>
> *(b) for taking copies or extracts from them…*

(4) The landlord shall make such facilities available to the tenant or secretary for a period of two months beginning not later than one month after the request is made.

70. s.25 of the 1985 Act provides:

(1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by section 21, 22 or 23.

(2) A person committing such an offence is liable on conviction to a fine not exceeding level 4 on the standard scale.

71. Again, two points can be made. First, there would be no need for these provisions if the receipts and other documents supporting the summary had to be provided with service charge demands. Secondly, whilst a failure to comply leads to a criminal conviction, there is no mention of any right to withhold payment.

72. The Applicant has made no request under s.22 of the 1985 Act.

73. Accordingly, (subject to the right to withhold the service charges for the eight years where the service charge demands did not contain the prescribed summary of the rights and obligations of tenants as explained above) we find that in each of these four service charge years the costs of repairs are payable.

74. In the service charge year to 31 October 2018, there is a charge for roof repairs in the sum of £578.75. It is common ground that no consultation took place, as is required by s.20 of the 1985 Act. Mr Jeevanjee says that the works were urgent. But no application to dispense with the consultation requirements pursuant to s.20ZA of the 1985 Act has ever been made, neither before nor after the works were completed. Indeed, Mr Jeevanjee says he had never heard of the dispensation powers.

75. We therefore limit this demand to the statutory £250.00.

76. In the service charge year to 31 October 2020, there is a charge for "Provision for roof repairs" in the sum of £249.00. We are satisfied from the documentary evidence that the demand preceded the carrying out of the works in December 2020. There is no provision in the Lease for demanding service charges in advance, so we disallow this charge for this particular service charge year.

77. But in the service charge year to 31 October 2021, there is a charge for "Balance for roof repairs" in the sum of £60.75. We are satisfied that these are the same set of repairs as were referred to the year before (but actually carried out in this service charge year). There was no s.20 consultation because the works were said to be urgent, and no application for dispensation.

78. Accordingly, only the statutory £250.00 can be recovered in total for these repair works. As at present, only £60.75 has been lawfully demanded, and this is the sum we allow.

79. In the service charge year to 31 October 2024, there is a charge for roof repairs in the sum of £500.00. Again, it is common ground that no consultation took place, as is required by s20 of the 1985 Act. Mr Jeevanjee says that there was more than one set of works included within this figure, but we prefer the Applicant's evidence to the contrary. Again, only the statutory £250.00 can be recovered.

80. We also allow £49.50 for an electrical inspection, which for convenience we will include within the heading of "repairs", making a total of £299.50 for this year.

Management Fees

81. In the service charge year to 31 October 2015, there is a charge for the managing agents, Urban Owners, in the sum of £59.55. The Applicant's

challenge is that they did no work of any value. Mr Jeevanjee himself said in his evidence, "They didn't do anything." We disallow this charge.

82. In the five service charge years from 31 October 2019 to 31 October 2023 inclusive, there are charges for the management fees of Mr Jeevanjee himself each in the sum of £150. This level of fees flies in the face of a 2010 Tribunal decision between the Respondent and the Applicant's predecessor in title (LON/00AU/LSC/2010/0526). This limited Mr Jeevanjee's management charge in respect of himself for the Flat to £12.50 per annum. We set out the relevant paragraph below:

There is nothing in the lease to permit the landlord to charge a specific management fee to the service charge account. The lease does not allow the tenant to be charged for time spent but does allow the recovery of reasonable incurred costs. We note that the amount charged has doubled from 2006/7 to 2009/10 and do not accept that this can be solely attributed to costs incurred and that the amounts must include some time element which we do not allow. The landlord has given details of the number of visits to the property. He was not able to document in detail his incurred costs such as postage, but on the basis of its knowledge and experience the tribunal allows the sum of £12.50 per year for such items.

83. We will allow £20.00 for each of these six years for inflation.

84. In the service charge year to 31 October 2024 there is a charge for the management fees of Vestra Property Management in the sum of £80. Although the Applicant complains that they focused on chasing unpaid service charges of another tenant, that is a part of their job, and we allow this sum.

Conclusion

85. Our findings are collated in the table at the beginning of this decision.

Costs

86. The default position in residential property cases is that no order for costs is made. This we so order. There is power to make an order for costs under r.13(1)(b)(ii) Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 only if a person has acted unreasonably in bringing, defending or conducting proceedings. The threshold is very high: see Sinclair Gardens Investments (Kensington) Limited v Avon Estates (London) Ltd [2016] UKUT 317 (LC). That threshold has nowhere near been reached in this case.

Name: Judge S Brilliant **Date:** 16 July 2025

Appendix

1. It has been held that service of a s.13 notice under the Leasehold Reform, Housing and Urban Development Act 1993 (a notice in support of an application for collective enfranchisement under Chapter I of the Act) by email was permissible as the attachment was in writing: Achieving Perfection Ltd v Gray (2015) (Unreported Brighton County Court, Judge Coltart).

2. By contrast, in Cowthorpe Road 1-1A Freehold v Wahedally [2017] L&TR4, (Central London County Court, Judge Dight) it was held, firstly, that service of a counternotice under s.21 of the Act (counternotice to an application for collective enfranchisement) could not be effected by email, because a hard copy was required. Secondly, the solicitors had said that service by email was not accepted.

3. The first part of the reasoning has been criticised because a counternotice (either under s.21 or s.45), does not have to be signed: Goulandris v Knight [2018] EWCA Civ 237 [17]).

4. In Assethold Ltd v 110 Boulevard RTM Company [2017] UKUT 316 (LC), Cowthorpe was not applied in respect of a copy of a claim notice in a right to manage claim sent by email. The notice had been correctly served.

5. In UKI (Kingsway) Ltd v Westminster CC [2018] UKSC 67, the Supreme Court held that service of a completion notice by email under the Local Government and Finance Act 1988 was valid.

6. The tide of judicial thinking is accordingly firmly in favour of email being regarded as good service.

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).