



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00BB/LSC/2023/0080**

Property : **9 Buxton Road, London, E15 1QU**

Applicants : **Katy Elsip (Flat A)
Angela Dipalo (Flat B)
Basil and Nancy Gilini (Flat C)**

Representative : **In Person**

Respondent : **Assethold Limited**

Representative : **Eagerstates Limited
(who did not appear at the hearing)**

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 Robert Latham
Kevin Ridgeway MRICS**

**Date and Venue of
Hearing** : **4 July 2025 at
10 Alfred Place, London WC1E 7LR**

Date of decision : **22 July 2025**

DECISION

Decisions of the Tribunal

- (1) The Tribunal makes the following determinations:
- (i) Issue 1 – Interim Service Charge for 2022/23: The Respondent has charged £11,816.14. The Tribunal allows £150. On 23 April 2023, the management of the Building passed from the Respondent to the Applicant's RTM Company. The total reduction is £11,666.14.
 - (ii) Issue 2 -Electrical Works: The sum demanded of £11,576.74 is disallowed. These works have not been done. Ms Elsip paid £1,913.74 and Mr Gilini paid £9,663. Both these sums included an administration charge which is disallowed. These sums should be returned to the Applicants. No charge was issued to Ms Dipalo.
 - (iii) Issue 3- Insurance: £5,341.61 is disallowed.
 - (iv) Issue 4 – Fire Risk Assessments/Surveys: £2,380.04 is disallowed.
 - (v) Issue 5 – Roof Works: This charge is allowed.
 - (vi) Issue 6 – Decorating and Asphalt Works: This charge is allowed.
 - (vii) Issue 7 - Management Fees: £2,161.80 is disallowed.
 - (viii) Issue 8 – Audit Fees: £664 is disallowed.
 - (ix) Issue 9 Miscellaneous Items: £910 is disallowed.
- (2) Under Issues 1, 3, 4, 7, 8 and 9, a total of £23,123.59 is disallowed. In respect of these sums, Ms Elsip paid 25% (£5,780.90); Ms Dipalo pays 35% (£8,093.26) and Mr and Mrs Gilini paid 40% (£9,249.44).
- (3) The Tribunal determines that the Respondent shall pay the Applicants £300 within 28 days of this Decision, in respect of the reimbursement of the tribunal fees paid by the Applicants.

The Application

1. By an application dated 20 February 2023, the Applicant tenants seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 (“the Act”) as to the amount of service charges payable for the service charge years 2012/13 to 2022/23 in respect of their flats at 9 Buxton Road, London, E15 1QU (“the Property”). The service charge operated by the Respondent runs from 25 December to 24 December.

2. There has been a complex background to these proceedings, largely due to the failure of the Respondent to engage with the application. On 23 April 2023, the Applicants acquired the statutory Right to Manage ("RTM"). This application relates to the service charges which have been demanded prior to this date. The Respondent has not provided the closing accounts for the period 25 December 2023 to 22 April 2023 and there is a pending application in respect accrued uncommitted service charges (LON/00BB/LUS/2024/0001). On 3 September 2024, a Procedural Judge stayed this pending the determination of the current application.
3. On 14 April 2023, the Applicants established "Freehold 9 Buxton Road Limited" to acquire the freehold of the property. They served a Claim Notice proposing a premium of £31k. The Respondent did not serve a Counter-Notice. On 21 December 2024, a Judge sitting in the County Court at Central London held that the Applicants had acquired the right to acquire the freehold at this premium. However, the enfranchisement has not been completed.
4. Two of the Applicants were up to date with their service charges on the 22 April 2023. However, Ms Angela Dipalo had been withholding payment because of her complaints relating to the management of the Property. The Respondent issued proceedings for these arrears in the County Court Business Centre (K5QZ9889). On 8 February 2023, a Judge entered judgment for the Respondent in the sum of £10,922 together with costs of £546.10. On 5 December 2023, District Judge Sterlini set this aside and stayed the claim pending the outcome of this application.
5. On 4 June 2025, the tribunal notified the parties that it was setting down the hearing on 4 July, having consulted the parties on their availability. Ms Katy Elsip (Flat A), Ms Angela Dipalo (Flat B), and Mr Gilini (Flat C) appeared in person. The Respondent did not appear.
6. The Respondent has been represented by Eagerstates Limited ("Eagerstates"), its managing agents. The Respondent did not attend the Case Management Hearing on 3 September 2024. The Tribunal is satisfied that the Respondent was aware of the hearing and has taken an informed decision not to attend. The Tribunal has had regard to rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013 ("the Tribunal Rules"). Having regard to the overriding objectives, we were satisfied that it was in the interests of justice to proceed to determine the application.
7. In this decision, the Tribunal refers to two Bundles:
 - (i) The Bundle filed by the Applicants on 11 November 2024 (488 pages), references to which will be pre-fixed by "A.____". This includes a Scott Schedule (74 pages) which the Applicants had served on 13 February

2024. The Bundle also includes a Statement of Case (at A.1-8) and a summary of the service charge items which are challenged (at A.121-127). The Statement of Case is not attested by a Statement of Truth. This had been prepared by Ms Elsip. Ms Elsip, Ms Dipalo and Mr Gilini all gave evidence. They all affirmed the accuracy of the facts set out in their Statement of Case.

(ii) The Bundle filed by the Respondent 3 March 2025 (584 pages), references to which will be pre-fixed by "R.____". This includes its response to the Scott Schedule and a number of supporting documents. It is not indexed and is difficult to navigate. The Respondent has not filed any Statement of Case or witness evidence.

The Applicants

8. Ms Elsip is the tenant of Flat A. She pays a service charge contribution of 25%. She acquired the flat in 2013. She sought to sell it in 2019 when she needed larger accommodation because she had had a baby. She was unable to do so because of the defective management. Since 2020, she has been renting accommodation elsewhere. She has let out the flat, currently at a rent of £1,300 pm. She is the company director of a charity which provides supported holidays for adults with learning difficulties.
9. Ms Dipalo is the tenant of Flat B. Her service charge contribution is 35%. She acquired her flat in April 2011. She occupies the flat. She works as a pet groomer.
10. Mr and Mrs Gilini are the tenants of Flat C. Their service charge contribution is 40%. They acquired the flat in 2011 and rented it out shortly thereafter. The current rent is £2,000 pm. Mr Gilini is an accountant.

The Leases

11. The Tribunal has been provided with copies of the leases for Flats A (A.103-120) and Flat B (A.84-101). We were told that the three leases are in similar terms. The leases for both Flats A and B are dated 27 May 2005 and are for terms of 99 years from 25 March 1995. The doors, windows and window frames are demised to the tenant, save for the external services. The landlord's repairing obligation is therefore largely restricted to the roof, the foundations and the decorations of the external windows and doors.
12. The Fifth Schedule makes provision for the service charge. The service charge year runs from 1 January. Interim service charges are payable on 24 June and 25 December. As soon as practical after the accounting period, the landlord covenants to serve "upon the Lessee by the Lessor or his Agents a certificate signed by such Agents" specifying the

expenditure for the year. If this is less than budgeted, the surplus is to be credited to the tenant's account. If there is a shortfall, the tenant covenants to pay this within 14 days of the service of the Certificate. The Tribunal notes that Clause 6(f) of the lease permits the Lessor to employ accountants.

The Law

13. Section 18 of the Landlord and Tenant Act 1985 ("the Act") defines the concepts of "service charge" and "relevant costs":

"(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs."

(2) The relevant costs are the costs or estimate costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with matters for which the service charge is payable."

14. Section 19 gives this Tribunal the jurisdiction to determine the reasonableness of any service charge:

"(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly."

15. Section 20 of the Act requires a landlord to consult in respect of any "qualifying works" where the relevant contribution of any lessee will exceed £250. Where the landlord fails to consult, the tenant's contribution will be capped at £250.

16. In *Enterprise Home Developments LLP v Adam* [2020] UKUT 151 (LC) at [28], Martin Rodger KC, the Deputy President, restated the important principle that it is for the party disputing the reasonableness of sums claimed to establish a prima facie case.

The Background

17. 9 Buxton Road is a terraced property with three flats. Flat A is a one bedroom flat on the lower ground floor and has its own entrance. The front door leads into a small hallway with doors leading to Flat B which is on the ground floor and Flat C which is on the first and second floors. The front door leads into a small hallway. There are two doors, leading to the ground floor flat and to the staircase up to the upper flat. The front doors to the flats are fire resistant. There is a smoke alarm in the hallway.
18. In 2012, the Respondent acquired the freehold interest in the property. Mr and Mrs Gilini and Ms Dipalo had already acquired their flats. Ms Elsip acquired her flat shortly thereafter.
19. The Respondent has operated a service charge year 25 December to 24 December. Rather than collect two interim service charges, a single payment was demanded. Thus, on 5 December 2022, the Respondent sent a demand to Ms Elsip for £3,770.24. The demand included an "Accurate Service Charge Account December 2021/2022" which totalled £17,243.54. Her 25% contribution was £4,310.89 which was £816.21 more than the interim service charge which she had paid in December 2021. A budget, totalling £11,816.14, was provided of which her share was £2,954.03. Thus, a total of £3,770.24 was demanded together with ground rent. The accounts have been kept on a cash, rather than an accruals, basis.
20. The lease contemplates that the landlord would include any expenditure for major works in the budget. However, this is not the manner in which the Respondent has operated. Thus, on 7 February 2023, the Respondent made an additional demand for electrical works in the sum of £21,165. This included a management fee of £2,267.68. The Applicants gave evidence that this work was not required and was not executed. We accept their evidence.
21. The cost of managing this property should have been modest. The common parts are limited. The tenants cleaned the common parts. There was no separate electricity supply for the light in the hallway. The tenants could be expected to monitor the smoke alarm in the hallway. The landlord needed to insure the property and carry out basic repairs.
22. The tenants complained that when the Respondent acquired the freehold, the cost of the services increased, whilst the quality of the services declined. When they queried charges or withheld these because

they considered to be unreasonable, the Respondent threatened forfeiture (see A.463). In 2020, Ms Elsip was pregnant and needed a larger flat. She was unable to sell her flat because of the management problems.

23. On 25 October 2022, the Applicants incorporated 9 Buxton Road RTM with a view to establishing the statutory RTM. In November 2022, they served their Claim Notice seeking to claim the RTM on 23 April 2023. The Respondent did not oppose this application. However, rather than cooperate with the transfer of the management responsibilities, he made a number of excessive demands for service charges. The Respondent has failed to provide the closing accounts for the period 25 December to 22 April 2023. There has been no transfer of the accrued uncommitted service charges.

The Tribunal's Determination

24. The Applicants are seeking to challenge the service charges payable throughout the period of the Respondent's ownership, namely from 2012/13 to 2022/23, a total of 11 years. There is no 6 year limitation period in respect of any challenge to the reasonableness of service charges. However, the staler the claim, the clearer the evidence must be. The Tribunal would expect detailed witness statements exhibiting correspondence challenging the charges. No such evidence has been provided.
25. The Tribunal is therefore satisfied that we should focus of the service charges payable from 25 December 2017 to 22 April 2023, namely the service charge years 2017/18 to 2022/23. The Applicants have not satisfied us that any service charges prior to this date should be disallowed.
26. In addressing the sums challenged for the years 2017/18 to 2022/23, we have considered the sums charged in the final accounts for the relevant year. It is apparent that for some items in their Schedule (at A.121), the Applicants have taken the sum from the budget for the year. The Tribunal is concerned with the actual expenditure, rather than the estimate.
27. Although the Scott Schedule starts with the year 2012/13, we are satisfied that we should start with the most recent service charges and work backwards. The evidence relating to the most recent years is the more cogent.

Issue 1: The Service Charges Payable for the Period 25 December 2022 to 22 April 2023

28. On 5 December 2022, the Respondent issued an interim service charge in respect of the following:

Insurance April 2023/2024	£2,461.14
Monthly Testing of Fire Health & Safety Equipment	£900.00
Fire Health & Safety risk assessment	£300.00
Fire Door Inspection	£150.00
Annual Fire Health & Safety Service	£275.00
Bin Cleaning	£500.00
Boundary Wall works as per section 20 notices	£2,000.00
Facia Works as per section 20 notices	£2,500.00
Accountant	£330.00
Management fee December 2022/2023	£900.00
Repair fund (if needed)	£1,500.00

Total £11,816.14

29. This is a demand for an interim service charge. The Respondent has not provided the service charge accounts for this period to confirm the sums that he asserts are payable. The Tribunal makes the following determinations:

(i) Insurance (£2,461.14): The last insurance charge which was included in the 2021/22 accounts, was for the period 30 April 2023 (A.162). This extended beyond the date that the RTM transferred. There was thus no need for the Respondent to include any insurance in the budget. This item is disallowed.

(ii) Monthly Testing of Fire Health & Safety Equipment (£900.00); (iii) Fire Health & Safety risk assessment (£300.00); (iv) Fire Door Inspection (£150.00); (v) Annual Fire Health & Safety Service £275.00. The Applicants denied that any of this work was done. The Respondent has produced no evidence that it was. We therefore disallow these items.

(vi) Bin Cleaning (£500.00): The Applicants denied that the bins were cleaned. The Respondent has produced no evidence that it was. We therefore disallow this item.

(vii) Boundary Wall works (£2,000.00): This work was not done. We disallow this item.

(viii) Facia Works (£2,500.00): This work was not done. We disallow this item.

(ix) Accountant (£330.00): The Respondent has produced no audited accounts. We disallow this item.

(x) Management fee December 2022/2023 (£900.00). This is a management fee for 12 months. We would have allowed £300 for the four months that the Respondent managed the property. However, we

reduce this by 50% as there was no effective management. The Respondent failed to assist with the transfer to the RTM. We allow £150.

(xi) Repair fund (£1,500.00): No repair fund was required as the RTM was to be transferred. No repairs were executed. We disallow this item.

30. We disallow a total of 11,666.

Issue 2: The Demand for the Payment of Electrical Works: £11,576.74

31. On 7 February 2023, the Respondent demanded payment of £21,165.00 in respect of electrical works. This was based on an estimate of £18,897.32 together with a management fee of £2,267.68 (12%). Ms Elsip paid £1,913.74, which included an administration demand. Mr Gilini paid £9,663, which also included an administration charge. The Respondent did not issue any demand to Ms Dipalo, possibly because it was seeking to forfeit her lease.
32. In October 2022, the Respondent served a Notice of Estimates in respect of these works. Following this, the Applicants obtained a second opinion from an independent qualified electrician, Labbetts Electrical Services Ltd. This electrician advised that the proposed installation of a Ryefield board was unnecessary. Instead, Labbetts provided a quote of £2,940 for the required work (A.177) which would cover necessary electrical updates without the Ryefield board installation. Ms Elsip, on behalf of the Applicants, wrote to the Respondent requesting a payment plan. This was rejected. On 31 January 2023, the Respondent suggested an alternative payment plan which was not acceptable to the Applicants. The Respondent added administration charges to the sums demanded for late payment. The Applicants felt intimidated and feared that further administration charges would be added. They therefore made some payments.
33. This work was not done. We accept the evidence of the Applicants that a new Ryefield board was not necessary and that more limited works would have sufficed. We therefore disallow this item. This work should have been included in the annual budget. The sums were not demanded in accordance with the terms of the lease. We therefore disallow the administration charges.

Issue 3: Sums Demanded for Insurance

Sums Demanded for Insurance				
2017/18	2018/19	2019/20	2020/21	2021/22
£1,126.70	£1,961.00	£1,961.00	£2,025.97	£2,343.94
£743.30				
£1,870.00				
Surveyors for Insurance Purposes				
£780				

34. The Applicants contend that the sums charged for insurance are excessive. On 27 February 2024, the Applicants insured the Building for £738.55 for the period 28 February 2024 to 27 February 2025. This was arranged by Academy Insurance Service Ltd, their broker, through NIG (at A.209). The Property Owner's Schedule is at A.221.
35. In his response to the Scott Schedule, the Respondent states "please refer to accounts and invoices.
36. The Tribunal notes that the Applicants have only insured the Building for £600k. Mr Gilini stated that this was assessed on the London rebuilding costs based on the floor area of the Building. The floor area was computed from the EPC certificates.
37. On 25 April 2022, the Respondent insured the building for £2,293.94 through Aviva. The Property Owner's Schedule is at A.161-163. The declared value of the Building is £767,101, but it is insured for £1,035,587, to cover the additional costs if the building needs to be rebuilt.
38. In 2016/17, the insurance was £1,076.67. In 2017-18, the Respondent charged the tenants for a surveyor to value the Building for insurance purposes. As a consequence, the tenants were charged a total of £1,870.00, namely £1,126.70 for the initial insurance, but then an additional premium of £743.30 to reflect the re-assessment of the rebuilding costs.
39. As an expert tribunal, we are satisfied that a premium of £2,294 is excessive. However, the Building is currently under insured. A landlord is entitled to protect its asset by ensuring that the Building is fully insured. Doing the best that we can, we consider that a reasonable sum for insurance is £1,000 per annum over this five year period, the premium being lower than this in the earlier years, but higher in the later years.
40. The Tribunal is also satisfied that the £780 charged for the surveyor in 2017/18 is too high and allow £500 + VAT, namely £600. We accept that the Respondent had been entitled to obtain a report to revalue the Building.
41. The Respondent has charged £10,161.91 for insurance over this 5 year period. We allow £5,000 and disallow £5,161.61. We have also disallowed £180 in respect of the survey report. We therefore disallow a total of £5,341.61.

Issue 4: Fire Risk Assessments/Surveys

Sums Demanded for Fire Risk Assessments/Surveys				
2017/18	2018/19	2019/20	2020/21	2021/22
Annual Fire Health & Safety Service				
£132	£246	£246	£246	£246
Fire Door Inspection				
		£270	£304.20	£180
Monthly Testing of Fire Health & Safety Equipment				
			£240.24	
Fire Health & Safety Risk Assessment				
£273.60	£366	£300		
Total:				
£405.60	£612.00	£816.00	£790.44	£426.00

42. The Applicants challenge a total of £3,050.04 which has been charged for Fire Risk Assessment and Surveys over a period of five years. They contend that this is manifestly excessive for a terraced property with three flats and a small hallway which leads to Flats B and C.
43. In its response to the Scott Schedule, the Respondent merely states "refer to invoices".
44. The Tribunal agrees with the Applicants. The Building requires fire doors to the flats and a smoke alarm in the hallway. The tenants could reasonably be expected to check the smoke alarm, if advised to do so. An annual visit by the manager could check that it was working. We are satisfied that a fire inspection would be required no more than once every three years and that the cost should be no more than £400. We would therefore allow a sum of £670 over the five year period.
45. The Respondent has charged £3,050.04 in respect of fire risk assessments and surveys. We allow £670. We make a deduction of £2,380.04.

Issue 5: Roof Works

46. The accounts for 2021/22, include a service charge of £2,242.00 in respect of roof works. The Applicants contend that the work was defective. The roof still leaks. They claim a full refund.
47. In its response to the Scott Schedule, the Respondent states that it complied with the statutory consultation and that the costs were reasonable.
48. This work related to re-felting a flat roof. The fact that there are further leaks some three years later does not necessarily mean that the work had been executed negligently. It is unclear whether the original work was a

patch repair or a replacement of the entire flat roof. The Applicants have not satisfied us that the works were executed negligently and that we should make a deduction.

Issue 6: Decorating and Asphalt Works: £6,641.04

49. The accounts for 2021/22 include a service charge item of “external decorating works to front” in the sum of £6,641.04. The Applicants accept that the relevant statutory notices were served. However, they contend that the work was defective. They complain that the contractors carried out some of the paintwork in the rain. They have provided a number of photos (at A.178-205). They claim a full refund.
50. In its response to the Scott Schedule, the Respondent states that it complied with the statutory consultation and that the costs were reasonable. Photographs show that the work was executed. The Notice of Estimates, dated 13 September 2022, is at A.448.
51. The fact that some of the work was executed in the rain does not necessarily mean that the paintwork was defective. The Applicants have not satisfied us that the works were of such a poor quality that we should make a deduction.

Issue 7: Management Fees

Sums Demanded for Management Fees				
2017/18	2018/19	2019/20	2020/21	2021/22
£853.20	£856.80	£864.00	£871.20	£878.40

52. The Applicants challenge the reasonableness of the management charges given the quality of the services provided. They note that the Respondent also challenges a management fee of 15% on any major works. They complain of the poor quality of the works and the lack of transparency. When they have sought to question the payability of the service charges, they have been threatened with forfeiture.
53. In its response to the Scott Schedule, the Respondent states that the management fee is reasonable.
54. The Tribunal accepts that the management fee would have been reasonable had an adequate service been provided. Because there are only three flats, the statutory duty to consult would arise in respect of any works in excess of £750. A 15% management fee on top of such works is not unreasonable. However, we accept that the quality of the management has been poor. Excessive management charges have been levied. The poor quality of the management has led the Applicants to exercise their statutory RTM. Rather than engage with the tenants when they have raised legitimate concerns, Eagerstates have adopted an

aggressive approach and threatened administration charges and forfeiture. In the circumstance, we are satisfied that it is appropriate to reduce the management charges by 50% to reflect the poor quality of the service.

55. The Respondent has charged £4,323.60 for management fees over this five year period. We reduce this by 50%, namely £2,161.80.

Issue 8: Audit Fees

Sums Demanded for Audit Fees				
2017/18	2018/19	2019/20	2020/21	2021/22
£180	£210	£228	£246	£300

56. The Applicants complain that it was not necessary for the accounts to be audited by an accountant and that the fees are excessive. They note that the Respondent only thought it appropriate to include an audit fee in 2017/18. If there had been no need to audit the accounts prior to this date, there had been no need to do so in the later years.
57. In its response to the Scott Schedule, the Respondent states the lease makes provision for this and that this ensures additional security of the account. A copy of the accounts certified by Martin Heller, dated 6 December 2021, is at A.409.
58. The Tribunal accepts that the lease permits the Respondent to arrange for an accountant to certify the accounts. It would also permit its management agents to do so. The accounts are prepared by Eagerstates on a cash basis. This is simply a basic list of expenditure. This is merely replicated by Martin and Heller. The Tribunal is satisfied that the maximum fee that would be reasonable for such a basic service is £100 per annum.
59. The Respondent has charged £1,164 for audit fees. We allow £500 and make a reduction of £664.

Issue 9: Miscellaneous Items

60. Changing a Spotlight: In 2017/18, the Respondent charged £192 for a "light fitting replacement". We agree that this is manifestly excessive and allow £80.
61. Advanced Audit Report: In 2021/22, the Respondent charged £798 for an "advanced audit report". The Applicants state that there is no justification for such a charge. The Respondent (at R70) does not seek to justify this in its response to the Scott Schedule. We disallow this charge.

62. Pest Control: In their Statement of Case (A.5), the Applicants seek to challenge £3,138 charged for pest control in 2014/15. We can see no such charge in the 2014/15 service charge accounts. No adequate evidence has been provided to support this challenge. This supports our view that we should restrict our determination to the service charges arising from 2017/18.
63. In the Scott Schedule, the Applicants have included a number of additional items which are not addressed in their Statement of Case. They have not filed any witness statements to support such challenges. At the hearing, the Applicants agreed that we should restrict our findings to the matters addressed in their Statement of Case.

Refund of Tribunal Fees

64. At the end of the hearing, the Applicants applied for a refund of the tribunal fees of £300 which the Applicants have paid. We have disallowed a number of the service charge items. We are satisfied that the Respondent should refund the tribunal fees of £300 which the Applicants have paid within 28 days.

Judge Robert Latham
22 July 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).