



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

Case Reference	:	LON/00AJ/HMB/2025/0005
Property	:	10 Greystoke House, 150 Brunswick Road, London, W5 1AW
Applicants	:	Neza Pintar Gerald Sinclair
Representative	:	In person
Respondent	:	Francis Alex
Representative	:	In person
Type of Application	:	Application for a Rent Repayment Order by Tenant – Sections 40, 41, 43 & 44 of the Housing and Planning Act 2016
Tribunal Members	:	Judge Robert Latham Fiona Macleod MCIEH
Date and Venue of Hearing	:	17 October 2025 at 10 Alfred Place, London WC1E 7LR
Date of Decision	:	24 October 2025

DECISION

Decision of the Tribunal

The Tribunal dismisses this application for a rent repayment order.

Introduction

1. On 9 January 2025, the Applicants issued this application under section 41 of the Housing and Planning Act 2016 ("the 2016 Act") for a rent repayment order ("RRO"). Their claim relates to the two bedroom flat which they occupied at 10 Greystoke House, 150 Brunswick Road, London, W5 1AW ("the Flat") between 2005 and 3 May 2024.
2. The Applicants must satisfy the Tribunal to the criminal standard of proof ("beyond reasonable doubt") that the Respondent has committed one of two offences:
 - (i) control or management of an unlicensed house, contrary to section 95(1) of the Housing Act 2004 ("the 2004 Act"); and/or
 - (ii) harassment of occupiers contrary to section 1(3) or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act").
3. The first offence is largely a matter of record. On 3 January 2023, the London Borough of Ealing ("Ealing") introduced a Selective Licencing Scheme pursuant to Part 2 of the 2004 Act. The Respondent did not submit an application for a licence until 6 November 2023. On 21 April 2025, Ealing granted a licence. The delay was due solely to Ealing's tardy administration.
4. The second offence presents a great challenge for any applicant. The tenant must provide full particulars of any alleged incident of harassment so that the landlord knows the case that he is required to answer. The tenant must then adduce sufficient evidence to prove those allegations to the criminal standard of proof. This Tribunal is used to dealing with litigants in person. It gives Directions to enable an applicant to formulate their case and provide the necessary evidence. Any tenant who ignores these Directions is likely to severely prejudice their case.
5. A further requirement is that an application for a RRO must be made promptly. A tenant may only apply for a RRO if (i) the offence relates to housing that, at the date of the offence, was let to the tenant; and (ii) the offence was committed in the period of 12 months ending with the day on which the application was made.
6. In the current case, the Applicants must prove that the alleged offences were committed on or after 10 January 2024:
 - (i) The 2004 Act provides a defence when a landlord has applied for a licence. The Respondent applied for a licence on 6 November 2023.

(ii) The Applicants seek to rely on six incidents of harassment on 21 July 2023, 13 August 2023, 16 August 2023, 15 September 2023, 16 March 2024 and 23 June 2025. The final incident occurred after the Applicants had left the flat. Only the fifth incident (16 March 2024) occurred within this twelve month period. If the Applicants are unable to prove, to the criminal standard of proof, that an offence of harassment was committed on this date, their application must fail.

The Application

7. On 9 January 2025, the Applicants emailed their application for a RRO to the tribunal. Their application contained 22 attachments. The grounds for making the application are set out at Section 9:

(i) "Landlord's Unlicensed Status and Illegal Eviction attempts: Mr Alex has been operating as an unlicensed landlord. Under housing laws, any attempts at eviction by an unlicensed landlord are unlawful. The matter has been reported to the Ealing Council licensing team, which has advised that there are grounds for a Repayment Order against Mr Alex".

(ii) "Criminal Harassment by the Claimant: The Claimant has been engaged in severe and ongoing harassment, including stalking and intimidation; verbal threats, including to my minor child; impersonation and attempts at illegal eviction."

No details were provided of the RRO which was sought.

8. On 19 March 2025, Judge Nicol gave Directions. He noted that the Applicants had not stated the period over which a RRO was sought or the sum claimed. He directed the Applicants to file, by 25 April, a bundle of the documents upon which they sought to rely in support of their application. This should include full details of the alleged offences. It was noted that the Tribunal would need to be satisfied beyond reasonable doubt that an offence had been committed.
9. On 1 August 2005, the application was listed for a hearing before Judge Mohabir and Mr Jagger FRICS. Mrs Pintar appeared for the Applicants. The Respondent's wife, Ms Dhanga Francis, appeared for the Respondent who was in Dubai. The Tribunal identified a number of procedural difficulties and concluded that the hearing could not proceed. The Applicants' Bundle did not comply with the Directions. Material omissions included the absence of any witness statement from the Applicants dealing with the allegations of harassment or any rent repayment calculation. The pagination in the index bore little relationship to the contents of the bundle. The Tribunal also noted that the Respondent had obtained a money judgment against the Applicants in the County Court for arrears of rent in the sum of £15,095, which the Applicants had applied to set aside. Mrs Pintar asserted that she had not been served with

a copy of the Respondent's bundle. Ms Francis responded that it had been emailed separately to each Applicant at their current email addresses. Mrs Pintar confirmed that these addresses were current.

10. The Tribunal gave further Directions. By 29 August, the Applicants were directed to an amended hearing bundle that fully complied with all of the requirements in the directions dated 19 March 2025. The bundle must include a witness statement of fact from the Applicants and a rent repayment order calculation. The witness statement should explain how the calculation has been made and also set out the most serious allegations of harassment relied on during the term of the tenancy only and must cross reference with the page numbers in the bundle.

The Hearing

11. Mrs Pintar appeared for the Applicants. She is now a carer as her husband suffers from a degenerative condition. Mr Alex appeared in person. He is a trader with a bank. He was accompanied by his wife. The hearing was conducted by video. There were a number of technical problems due to the parties having poor internet connections. The hearing was paused until both parties were present. Both Mrs Pintar and Mr Alex gave evidence.
12. Mrs Pintar confirmed that the Applicant's case is set out in her 164 page bundle which was served on 12 September 2025. References to this bundle is prefaced by "A.__"). Mr Alex confirmed that his case is set out in his 32 page bundle. References to this bundle is prefaced by "R.__").

The issues in Dispute

13. The Applicants had not provided a statement of case specifying the incidents of harassment upon which they seek to rely. Mrs Pintar rather referred the Tribunal to her Bundle which raises six incidents of harassment:
 - (i) 21 July 2023: Persistent unsolicited phone calls and tampering with mail (A.68-71);
 - (ii) 13 August 2023: Unlawful Attendance under false pretences and Psychological Harassment (A.72-74);
 - (iii) 16 August 2023: 93 Unsolicited phone calls (A.75-77);
 - (iv) 15 September 2023: Unsolicited phone calls (A.78-80);
 - (v) 16 March 2024: Unauthorised Attendance and Loitering in the vicinity of the flat (A.81-93);

(vi) 23 June 2025: Unsolicited phone calls after appearance at Brentford County Court (A94-95).

14. The Applicants (at A.64-65) apply for a RRO in the sum of £1,170 over the period January to November 2023. The Applicants were in receipt of universal credit, and the sum claimed reflects the credit which they must give in respect of such payments.
15. Mr Alex had not been clear of the case that he was required to answer. His Bundle rather addressed the unspecified allegations in the application form (see [6(ii)] above). The Tribunal therefore took the five alleged incidents of harassment one by one and heard evidence from Mrs Pintar and Mr Alex. The Tribunal did not consider Incident 6 as this arose after the Applicants had vacated the Flat.

The Background to the Dispute

16. The background to this dispute is a decision taken by the Property Redress Service ("PRS") on 6 April 2023 to expel the landlord's managing agent, Astro Residential Properties, Lettings and Management Limited ("Astro") from its membership. The Redress Schemes for Lettings Agency Works and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014 (SI 2014 No.2359) requires all letting agents and property managers in England to join one of two Government-approved redress schemes. If an agent is not a member of such a scheme, it cannot legally trade.
17. Upon Astro being expelled, Mr Alex required the Applicants to pay their rent to him. We are satisfied that he was entitled to do so. Astro was his agent and he was entitled to terminate the agency. Mr Alex stated that Astro had been expelled because it had retained deposits paid by tenants.
18. Mrs Pintar, on the other hand, insisted on continuing to pay her rent to Astro. She had a close relationship with Astro's director, Mr Louis Loizou, whom she had known for some twenty years. She continued to pay rent to Astro into a separate account which Mr Loizou had opened, even after Astro's main account had been frozen. She sought to justify her conduct on the ground that Astro was the managing agent who was specified in her tenancy agreement.
19. This dispute has resulted to litigation in the County Court. On 10 May 2024, Mr Alex obtained judgment against Mrs Pintar, Mr Sinclair and Mr Loizou in the sum of £14,740, together with costs of £355, in the Liverpool County Court (Case No.L1PP4057). The Applicants only learnt of these proceedings after 19 December 2024, when the Liverpool High Court District Registry had issued a Writ of Control (at R.27). On 8 January 2025, the Applicants applied to set the Writ aside. On 6 March 2025, they applied to set aside the substantive judgment. On 26 September 2025, DJ

Rowand, sitting in the County Court at Croydon, transferred this application to Brentford, the Applicants' home court.

20. There is considerable antagonism between Mrs Pintar and Mr Alex. Both parties banded allegations of fraud. The police have been called on a number of occasions. Indeed, the police were called when there was an incident outside 10 Alfred Place after the hearing on 1 August 2025.
21. There is a substantial dispute of fact between the parties. The Tribunal has therefore had particular regard to the documents filed by the parties. There are other witnesses whom the Applicants could have called; they have failed to do so. We only address the wide ranging allegations raised by the parties, in so far as they are relevant to the issues which we are required to determine.
22. The Tribunal found Mr Alex to be forceful. He is persistent and is convinced that he is right. He does not listen to others. For example, he refused to accept from the Tribunal that Ealing had not granted a licence until 21 April 2025; he insisted that it had been granted on 6 November 2023, the date on which he had applied for the licence. We find that he was insistent that the Applicants should pay their rent to him, rather than to Mr Loizou. However, we accept his evidence that he didn't seek to threaten his tenants; he rather begged them to pay their rent. Mr Alex suggested that this application had only been issued in response to the County Court judgment that he had obtained. We suspect that there may be an element of truth in this.
23. We accept that Mrs Pintar found it difficult to relate to Mr Alex and that she has found his conduct overbearing. There were a number of occasions when she called the police. However, we are satisfied that the Applicants vacated the flat on 3 May 2024 voluntarily and under no pressure from Mr Alex. They informed Mr Loizou, rather than Mr Alex, that they were leaving. They left their keys with the concierge. Mr Alex stated that he only learnt that they had left some weeks later. We do not need to make any finding on Mr Alex's allegation that the tenants left a tap running, causing considerable damage to the Flat.

The Law

The Housing and Planning Act 2016

24. Part 2 of the 2016 Act introduced a raft of new measures to deal with "rogue landlords and property agents in England". Section 44 provides that a RRO may be made in respect of the following offences:
 - (i) control or management of an unlicensed house, contrary to section 95(1) of the Housing Act 2004 ("the 2004 Act"); and

(ii) harassment of occupiers contrary to section 1(3) or (3A) of the Protection from Eviction Act 1977 ("the 1977 Act").

25. Section 41 deals with applications for RROs. The material parts provide (emphasis added):

“(1) A tenant or a local housing authority may apply to the First-tier Tribunal for a rent repayment order against a person who has committed an offence to which this Chapter applies.

(2) A tenant may apply for a rent repayment order only if —

(a) the offence relates to housing that, at the time of the offence, was let to the tenant, and

(b) the offence was committed in the period of 12 months ending with the day on which the application is made.

26. Section 43 provides for the making of RROs:

“(1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).”

27. Section 44 is concerned with the amount payable under a RRO made in favour of tenants. By section 44(2) that amount “must relate to rent paid during the period mentioned” in a table which then follows. The table provides for repayment of rent paid by the tenant in respect of a maximum period of 12 months. Section 44(3) provides (emphasis added):

“(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

28. Section 44(4) provides:

“(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.”

The Housing Act 2004

29. The 2004 Act introduced a new system of assessing housing conditions and enforcing housing standards. Part 2 relates to the licencing of houses in multiple occupation whilst Part 3 relates to the selective licensing of other residential accommodation. The Act creates offences under section 72(1) of having control and management of an unlicensed HMO and under section 95(1) of having control or management of an unlicensed house.
30. By section 80, a local housing authority (“LHA”) may designate a selective licensing area. Section 95 specifies a number of offences in relation to the licensing of houses. The material part provides:

“(1) A person commits an offence if he is a person having control of or managing a house which is required to be licensed under this Part (see section 85 (1)) but is not so licensed.

31. Section 95(3)(b) provides a defence where an application has been made for a licence and that application has neither been determined nor withdrawn.

The Prevention from Eviction 1977

32. Section 1(3) of the 1977 provides:

(3) If any person with intent to cause the residential occupier of any premises—

(a) to give up the occupation of the premises or any part thereof; or

(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,

and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

The Background

33. In 2005, the Applicants first moved into occupation of the Flat at 10 Greystock House. However, for the ten years prior to this, they had occupied accommodation secured by Mr Loizou. The Flat has two bedrooms and is on the ground floor in a multi-storey block of 42 flats with underground parking. There is a concierge service on the ground floor. The concierge looks out onto the area where there are letter boxes for each flat. The Applicants occupied the Flat with their two children, Sophie (d.o.b. 24 April 2012) and Callum (25 February 2014). There is also a stepson, Jimmy Simpson, who has been a regular visitor. There was a dispute as to whether he had stayed at the Flat.
34. The Applicants have occupied the Flat pursuant to a series of Assured Shorthold Tenancies. The Tribunal has been provided the two most recent tenancy agreements, dated 7 March 2022 (A.20-36) and 10 March 2023 (A.40-53). The most recent tenancy agreement was for a term of twelve months from 9 April 2023 to 8 April 2024 at a rent of £2,020 per month. The landlord is specified as "Mr Francis Alex c/o Astro Residential Ltd". The agreement specifies that the rent is to be paid into an account in the name of Astro.
35. On 6 April 2023, Astro was expelled from the Property Redress Scheme. Shortly after this, Mr Alex asked the Applicants to pay the rent directly to him. Mr Alex also sent them a new tenancy agreement which would exclude any reference to Astro. On 30 June 2023 (R.11), Mrs Pintar returned the tenancy agreement. Mr Alex stated that the tenancy was for a term of two years from 9 July 2023. However, he recognised the need to protect their deposit in a Rent Deposit Scheme. On the same day (A.118), he asked Mrs Pintar to recover the deposit of £1,850 which they had paid to Astro. He felt that they had a better chance of recovering it than he did, given their close relationship with Mr Loizou. On 7 July 2023 (A.115), the Applicants notified Mr Alex that they had not yet been able to recover their deposit from Mr Loizou.

36. Any conflict would have been avoided had the Applicants agree to pay their rent to Mr Alex. They never did so. They continued to pay their rent to Mr Loizou even after his bank account had been frozen. On 7 August, Mr Loizou informed the Applicants of a new account into which they should pay their rent. The Applicants continued to pay their rent to him up to the time that they vacated the Flat.
37. Mr Loizou adopted a completely different approach to Mr Alex and to Ealing. On 9 August 2023 (at R.13), Mr Loizou informed Mr Alex that he had told the tenants not to pay their rent into the Astro account as it had been frozen. On 8 April 2024 (at R.13), Mr Loizou sent an email to Mr Alex, copied to Ealing's Trading Standards Department, stating that Astro had not traded since April 2023 and do not manage or collect rent on any properties. The Tribunal is satisfied that after 6 April 2023, Mr Loizou did not pay any of the rent that he had received from the Applicants to Mr Alex. He had no right either to receive or retain the rent.
38. Mrs Pintar stated that she had not paid her rent to her landlord as she considered that her tenancy agreement required her to pay this to Astro. If she held such a belief, she was wrong in law. The tenancy agreement stated that Mr Alex was her landlord whilst Astro was his agent. Mr Alex was entitled to terminate that agency and collect the rent direct from the Applicants. Indeed, having been expelled by the PRS, Astro was obliged to cease trading.
39. Mrs Pintar also asserted that she had not paid rent pursuant to the new tenancy as it was unlawful for there to be two concurrent tenancy agreement. The Tribunal is satisfied that the Applicants had two options: (i) to pay their rent under the original tenancy to Mr Alex; or (ii) to surrender that tenancy and accept the new tenancy direct from Mr Alex. It is now for the County Court to determine the consequences of the Applicants opting to pay their rent to Mr Loizou. Mr Alex has included Mr Loizou as a party to his County Court claim.
40. The Applicants allege that the first incident of harassment occurred on 21 July 2023, when they received a large number of unsolicited phone calls. She also alleges that Mr Alex interfered with her mail. She made her first report to the police. She provided details of a number of failed phone calls which she received between 19 July and 1 August 2023 (at A.69-71). At least six of these are recorded as coming from Mr Alex. He stated that he was trying to make contact over the arrears of rent. He denied that he had called from the other numbers. Some of these calls may have been unsolicited calls which are not uncommon. However, we suspect that the Respondent made at least some of these calls. We do not accept that Mr Alex interfered with the Applicant's mail. Mr Alex denied that he had a key to their mailbox. The mailboxes are in the area in front of the concierge's desk. There is a video camera. There was no video evidence of him tampering with their mailbox.

41. On 31 August 2023 (A.112), Mr Alex served a Ground 8 Notice seeking Possession. On 26 September 2023, the Applicants changed the locks. On 10 October 2023 (R.30), Ealing wrote to Mr Alex about the need for a licence under their Selective Licencing Scheme. On 6 November 2023 (A.154), Mr Alex applied for a licence. During this period, Mr Alex sent a number of emails to the Applicants seeking payment of rent (see R.17-19). On 3 May 2024, the Applicant vacated the Flat. Mr Alex asserts that there are substantial arrears of rent. On 10 May 2024, he obtained judgment for arrears of £14,740 in the Liverpool County Court.

The Tribunal's Determination

Offence 1: Control or Management of an Unlicensed House

42. On 3 January 2023, the London Borough of Ealing ("Ealing") introduced a Selective Licencing Scheme pursuant to Part 2 of the 2004 Act. The Respondent did not submit an application for a licence until 6 November 2023. On 21 April 2025, Ealing granted a licence. The delay was due solely to Ealing's tardy administration.
43. By virtue of section 95(3)(b) of the 2004 Act, the Respondent ceased to commit the offence of control or management of an unlicensed house on the 6 November 2023, namely the day on which he made his application. Thus, no offence was committed in the period 10 January 2024 to 9 January 2025, namely the period of twelve months ending on the date that the Applicants issued their application for a RRO.
44. The Applicants have therefore failed to establish an offence of control or management of an unlicensed house, contrary to section 95(1) of the 2004 Act.

Offence 2: Harassment

45. There is a more complex background to the claim for a RRO in respect of harassment contrary to section 1(3) or 3(a) of the 1977 Act. However, before this Tribunal can make a RRO, the Applicants must establish that such an offence was committed in the 12 months ending on the date of their application. Only one alleged offence occurred during this period, namely on 16 March 2024 (Incident 5).
46. Mrs Pintar frames the allegation as "unauthorised attendance and loitering in the vicinity of the Flat". She complains that Mr Alex attended the Flat without notice. There are two videos relating to this visit (links at A.103). There are also a number of photoshots at A.83-93. Mr Alex spoke to the concierge. Mrs Pintar suggests that he slandered her. However, there is no evidence of what was said. She complains that he stared at the Flat. He then went into the garage and stared at the Applicant's car. The video records him into the garage, looking at a row of cars and then

walking through the garage. He finally returned to his car which was parked outside the Flat and stared towards the window.

47. Mr Alex stated that he only went to the Flat on two occasions: (i) in August 2023 after a complaint about a leak; and (ii) on this occasion to urge the Applicants to pay their rent. He had sent the Applicants a number of emails about the rent arrears to which they had not responded. He had become increasingly concerned about the mortgage payments and service charges which he had been unable to meet. Mrs Pintar did not come to the door and he wanted to ascertain whether she was at the Flat. He states that he spoke to Jimmy Simpson, the stepson who came out in a mask.
48. It is accepted that the police were called. Both parties stated that they had called the police. We consider that it is more likely that Mrs Pintar did so. Mr Alex states that the police told him that this was a civil matter. He would need a court order if he wanted to evict his tenants.
49. Mrs Pintar has not satisfied us to the criminal standard that Mr Alex committed the offence of harassment. It is a requirement of section 1(3) of the 1977 Act that Mr Alex attended with the intention of causing them to vacate the Flat. We are satisfied that his intention was rather to urge them to pay their rent. We accept that Mrs Pintar may have felt threatened. However, she has not satisfied us that this constituted an offence under section 1(3A).
50. Given our finding that no offence of harassment was committed within the relevant period of twelve months ending on 9 January 2025, we can deal with the other alleged incidents briefly:
 - (i) Incident 1 on 21 July 2023: Persistent unsolicited phone calls and tampering with mail (A.68-71). We have already found that Mr Alex made a number of telephone calls. He did so to urge the Applicants to pay their rent. We have found that he did not tamper with their mail.
 - (ii) Incident 2 on 13 August 2023: Unlawful Attendance under false pretences and Psychological Harassment (A.72-74). We accept Mr Alex's evidence that he attended because there had been a problem of a leak, apparently linked to the washing machine. Mrs Pintar stated that the problem had already been resolved. However, Mr Alex was still entitled to satisfy himself that the work had been done.
 - (iii) Incident 3 on 16 August 2023: 93 Unsolicited phone calls (A.75-77). We accept that Mr Alex made a number of phone calls to urge the Applicants to pay their rent to him.
 - (iv) Incident 4 on 15 September 2023: Unsolicited phone calls (A.78-80) We again accept that Mr Alex made a number of phone calls to urge the

Applicants to pay their rent to him. Thereafter, Mr Alex communicated by email. The Applicants did not respond.

51. Strictly, it is not necessary for us to consider whether any of these incidents constituted the offence of harassment. We accept that Mrs Pintar may have found Mr Alex's conduct overbearing. She felt intimidated and made a number of reports to the police. However, she was unable to unwilling to accept that she was obliged to pay her rent to her landlord. It is for the County Court to determine the consequences of her failure to do so. The Applicants have not satisfied us to the criminal standard of proof that any of these incidents constituted the offence of harassment.

Conclusions

52. The Applicants have not satisfied us to the criminal standard of proof that the Respondent has committed the offences of either (i) control or management of an unlicensed house; or (ii) harassment of occupiers. It is therefore not necessary for us to consider the size of any RRO that we would have been minded to make. However, we note that the Applicants are only seeking a RRO in the sum of £1,170. This would have been extinguished had we made a finding of rent arrears. This is now a matter for the County Court.
53. The Applicants have not paid any tribunal fees. We do not therefore need to consider any order for the refund of such fees.

Judge Robert Latham
24 October 2025

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

6. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).