



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

**Case reference** : LON/00AZ/HMF/2025/0654

**Property** : 1, Leof Crescent, Lewisham, London SE6 3QP

**Applicants** : (1) Niki Joyce Burmis  
(2) Trevor Marshall

**Representative** : Mr. J. Cairns of Justice for Tenants

**Respondent** : Slwan Seba Fayyad

**Representative** : Not represented

**Type of application** : **Application for a rent repayment order by tenant**  
Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016

**Tribunal** : **Judge S.J. Walker**  
**Tribunal Member Mr. S. Wheeler**  
**MCIEH CEnvH**

**Date of Hearing** : 21 October 2025

**Date of Decision**  
**Corrected pursuant to rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013** : 6 January 2026  
**20 January 2026**

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**DECISION**

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- (1) The Tribunal makes Rent Repayment Orders under section 43 of the Housing and Planning Act 2016 requiring the Respondent to pay the sums set out below**
  - (a) to the First Applicant the sum of £4,856.59**
  - (b) to the Second Applicant the sum of £5,100**
  
- (2) The application for an order under rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 for the re-imbursement by the Respondent of the fees of ~~£300~~ £477 paid by the Applicants in bringing this application is granted. Payment is to be made within 28 days.**

### Reasons

#### The Application

1. The Applicants seek rent repayment orders pursuant to sections 43 and 44 of the Housing and Planning Act 2016 (“the Act”). The First Applicant, Ms. Burmis, seeks an order in respect of rent paid for the period from 1 January 2023 to 31 December 2023 and the Second Applicant seeks an order in respect of rent paid for the period from 14 February 2023 to 13 December 2023.
  
2. The application was received by the Tribunal on 9 December 2024 and is in time. It alleges that the Respondent has committed an offence contrary to section 72(1) of the Housing Act 2004 (“the 2004 Act”) - having control or management of an unlicensed House in Multiple Occupation (“HMO”).

#### Procedural Background

3. Directions were made in this case on 26 March 2025 requiring the Respondent to submit a bundle by 13 June 2025. It was originally listed to be heard by the Tribunal on 13 August 2025.
  
4. By 12 August 2025 no bundle had been served by the Respondent.
  
5. On 12 August 2025 the Tribunal received an application from the Respondent seeking an adjournment of the hearing on the basis that he (a) needed more time to produce evidence in his case and (b) that he was suffering mental health problems which prevented him from engaging effectively with the application.
  
6. That application was repeated at the hearing on 13 August 2025. It was clear from the Tribunal file that initial correspondence sent to the Respondent was not in fact received by him. The Tribunal sent further correspondence to him by post on 26 June 2025 and he responded on 2 July 2025 stating that he was previously unaware of the application.
  
7. At the hearing on 13 August the Respondent was asked what additional evidence he wished to obtain, and in response he said he wished to produce

evidence of correspondence and conversations between himself and the relevant local authority. He argued that he had not had sufficient time to take advice and prepare for the hearing. He also maintained that his mental state was such that he was not able to present his case properly that day.

8. The Tribunal accepted on that occasion that it would not be just or fair for the hearing to continue. It enquired of Mr. Fayyad whether any special measures would be required for the adjourned hearing, and he said that there were none.
9. At that hearing the Tribunal also made it expressly clear to the Respondent that any further application for an adjournment based on his ill health **must** be supported by medical evidence.
10. Further directions were issued by the Tribunal on 13 August 2025. These included a requirement for the Respondent to provide a bundle of documents by 12 September 2025 with the Applicants being given until 11 October to submit any reply to such a bundle. The application was listed for hearing on 21 October 2025.
11. Nothing was heard from the Respondent until 9 October 2025 when the Applicants' representatives sent an e-mail to the Respondent which was copied to the Tribunal chasing their bundle. The following day the Respondent sent an e-mail in reply which was also copied to the Tribunal stating that he was suffering from mental health illnesses and was not keeping up with correspondence. No supporting evidence was provided with this e-mail.
12. Meanwhile, on 14 October 2025 the Tribunal received an application from the Applicants seeking permission to adduce further evidence relating to the question of the number of occupants of the premises at the relevant time.
13. At 4.00am on the morning of the hearing the Respondent sent an application to the Tribunal. This requested an adjournment to enable him more time to prepare a response and for his health to recover. He stated that he had been suffering from mental illness which prevented him from being able to work or focus, or keep up with correspondence. It stated that he was undergoing medical treatment. The application was accompanied by an extract from the Respondent's GP records. This showed that he had a consultation with his GP on a date in October 2025 the consultation was described as a mental health medication review.

### **The Hearing**

14. The hearing was conducted face-to-face. The Applicants attended and were represented by Mr. Cairns from Justice for Tenants. The Respondent attended but was not represented.

15. The Tribunal first considered the Respondent's application for a further adjournment. In his oral submissions he stated that the GP record he supplied was in respect of an appointment on 17 October 2025. He was unable to provide a satisfactory explanation for there being no medical evidence relating to the period between the hearing on 13 August 2025 and the deadline for providing his bundle. He argued that his mental health was not good and that he would not be able to follow the proceedings or the arguments presented. He said that he was in a depressed state of mind and that he had had not been in a sufficiently good state of mind to instruct a solicitor.
16. The Tribunal rejected the application. There was nothing in the medical evidence – which consisted solely of the record of a single consultation with a GP and comprised mainly a record of what the Respondent was reporting to that GP – to suggest that he would not be capable of understanding and participating fully in the hearing. It accepted that he had been diagnosed with depression and that he had been prescribed sertraline for this. That, in itself, however, is not an indication of an inability to participate in a hearing.
17. The Tribunal also noted that in documentation which the Respondent had himself supplied it was clear that as recently as July 2025 he was actively engaged in pursuing an application for an HMO licence with the local authority and that in March 2025 he was collating documentation in respect of that application such as a fire risk assessment, a fire alarm certificate and an emergency lighting certificate. This suggested that at least at that time he was well able to deal with relatively complex matters. Had his mental state deteriorated so much between then and the date of the hearing to the extent that he was now unable to understand and participate in the hearing, the Tribunal would have expected to see significantly more supportive medical evidence.
18. Having refused the application the Tribunal made it clear to the Respondent that it was under a duty to keep the question of whether he was able to participate adequately in the proceedings under review and that it would assess that ability throughout the hearing. This is what it did. In fact, it soon became clear to the Tribunal that the Respondent was more than able to participate fully, that he understood exactly what the relevant arguments were, and was able to express himself clearly and fully. This was made clear in both his oral submissions to the Tribunal and also in the questions he put to the Applicants.
19. The Tribunal then turned its attention to the Applicants' application to adduce further evidence. It seemed to the Tribunal that, in the absence of further evidence and/or submissions from the Respondent that it was not necessary to consider the application at the outset of the hearing. In due course it became clear that the Tribunal did not need to consider this evidence as the Respondent accepted the matters it was intended to address.

20. The Tribunal had before it a numbered bundle of documents prepared on behalf of the Applicants which comprised 354 numbered pages. References to page numbers in this decision are to the numbered pages in that bundle. It also had a skeleton argument prepared by Mr. Cairns. From the Respondent it had a witness statement dated 12 August 2025 and a number of documents showing correspondence between him and the local authority from 10 March 2025 onwards.

### **The Legal Background**

21. The Tribunal may make a rent repayment order when a landlord has committed one or more of a number of offences listed in section 40(3) of the Act. This list includes an offence contrary to section 72(1) of the 2004 Act. Such an offence is committed if a person has control of or manages an HMO which is required to be licensed but is not. By section 61(1) of the 2004 Act every HMO to which Part 2 of that Act applies must be licensed save in prescribed circumstances which do not apply in this case.
22. Section 55 of the 2004 Act explains which HMOs are subject to the terms of Part 2 of that Act. An HMO falls within the scope of Part 2 if it is of a prescribed description (a mandatory licence) or if it is in an area for the time being designated by a local housing authority under section 56 of the 2004 Act as subject to additional licensing, and it falls within any description of HMO specified in that designation (an additional licence).
23. To be an HMO of any description the property must meet one of the tests set out in section 254(1) of the 2004 Act. In this case the relevant test is that in section 254(2) the standard test. A building meets the standard test if it;
- (a) consists of one or more units of living accommodation not consisting of a self contained flat;*
  - (b) the living accommodation is occupied by persons who do not form a single household ...;*
  - (c) the living accommodation is occupied by those persons as their only or main residence or they are to be treated as so occupying it;*
  - (d) their occupation of the living accommodation constitutes the only use of that accommodation;*
  - (e) rents are payable or other consideration is to be provided in respect of at least one of the those persons' occupation of the living accommodation; and*
  - (f) two or more of the households who occupy the living accommodation share one or more basic amenities or the living accommodation is lacking in one or more basic amenities."*
24. By virtue of section 258 of the 2004 Act persons are to be regarded as not forming a single household unless they are all members of the same family. To be members of the same family they must be related, a couple, or related to the other member of a couple.

25. An offence under section 72(1) can only be committed by a person who has control of or manages the property in question. The meaning of these terms is set out in section 263 of the 2004 Act as follows;
- “(1) *In this Act “person having control”, in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.*
- (2) *In subsection (1) “rack-rent” means a rent which is not less than two-thirds of the full net annual value of the premises.*
- (3) *In this Act “person managing” means, in relation to premises, the person who, being an owner or lessee of the premises–*
- (a) *receives (whether directly or through an agent or trustee) rents or other payments from–*
- (i) *in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and*
- (ii) *in the case of a house to which Part 3 applies (see section 79(2)), persons who are in occupation as tenants or licensees of parts of the premises, or of the whole of the premises; or*
- (b) *would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;*  
*and includes, where those rents or other payments are received through another person as agent or trustee, that other person.*
26. It is a defence to a charge of an offence under section 72(1) of the 2004 Act that a person had a reasonable excuse for committing it (section 72(5)). Any such defence must be established by the defendant on the balance of probabilities.
27. By virtue of the decision of the Supreme Court in the case of Rakusen -v- Jepsen and others [2023] UKSC 9 an order may only be made against the immediate landlord of a tenant.
28. An order may only be made under section 43 of the Act if the Tribunal is satisfied beyond reasonable doubt that an offence has been committed.
29. By section 44(2) of the Act the amount ordered to be paid under a rent repayment order must relate to rent paid in a period during which the landlord was committing the offence, subject to a maximum of 12 months. By section 44(3) the amount that a landlord may be required to repay must not exceed the total rent paid in respect of that period.

30. Section 44(4) of the Act requires the Tribunal to have regard to the conduct of the landlord and tenant, the financial circumstances of the landlord and whether or not the landlord has been convicted of a relevant offence when determining the amount to be paid under a rent repayment order.

### **Has an Offence Been Committed?**

31. The Applicants' case, as set out in their statement of case at pages 2 to 4 and the witness statements at pages 17 to 20, is simple and is as follows. The property is a 2-storey 4-bedroom semi-detached house in the London Borough of Lewisham. The bedrooms were let separately to different occupiers, and there was a shared bathroom, living room and kitchen. There were at least 3 occupants at all times during the relevant period in two or more separate households. The Applicants entered into assured shorthold tenancy agreements with the Respondent, all lived in the property as their only or main residence, and the property was only used as a dwelling. Rent was paid to the Respondent. An additional licensing scheme was introduced in Lewisham on 5 April 2022. It required properties where 3 or more people are living in 2 or more households and who share basic amenities to be licensed. Throughout the period in question the occupiers formed at least 2 households. The property was, therefore, an HMO requiring an additional licence. No such licence was in place nor had one been applied for. The Respondent was a person managing the property and/or a person in control of it so had committed an offence contrary to section 72(1) of the 2004 Act.
32. In his witness statement dated 12 August 2025 the Respondent stated that the property was in fact a 3-bedroom semi-detached house which had previously been let to families on a single let basis. However, following an extensive refurbishment between 2013 and 2014 it was let to professional sharers. The typical occupancy was either 2 or 3 shares. He accepted that the First Applicant, Ms. Burmis, was a tenant who had moved into the property in 2021 and was still a tenant. In his statement he appears to accept that the Second Applicant, Mr. Marshall, was also a tenant as he states that he suspects that the two of them had formed a romantic relationship while both tenants at the property. He also seeks to rely on the fact that he had applied for a licence.
33. In the course of the hearing the Respondent accepted that both Applicants were tenants at the property and that he was their landlord. He accepted that rent was paid to him by them. Later in the hearing the Respondent also accepted that whilst the Applicants were living there, there were always 3 people living in the property. He also accepted that, whilst he had later applied for a licence, none had been applied for during the period in question.

### **Findings**

34. On the basis of the witness statements and oral evidence provided by the Applicants and the admissions made by the Respondent during the hearing the Tribunal was satisfied of the following.

35. The First Applicant, Ms. Burmis, entered into an agreement with the Respondent on 11 January 2021 to rent room D at the property, which is a semi-detached house in Lewisham. The property is jointly owned by the Respondent (page 234). The rent was stated to be £880 per month (pages 41-42). However, the Tribunal accepted Ms. Burmis' oral evidence that, in fact, she agreed a reduction in the rent with the Respondent and that the agreed rent was in fact £840 per month. She was in occupation for the whole of 2023.
36. The Second Applicant, Mr. Marshall, entered into an agreement with the Respondent on 14 February 2023 to rent room B at the property. The rent was £900 per month (pages 53 and 54). He was in occupation for 10 months from 14 February 2023 onwards.
37. In both cases the rent included the cost of any electricity, gas, phone, water, sewerage, communications services, TV licence and council tax (page 44).
38. Throughout 2023 there was always at least one other person in occupation at the property. This was accepted by the Respondent, and was consistent with the evidence of the Applicants. That being the case it is not necessary to provide the details of the other occupants or the periods during which they were in occupation.
39. The occupants of the property shared a kitchen and bathroom. All the people living in the property were occupying it as their only or main residence and the property was not used for any other purpose.
40. It also follows that at all times there were also at least 2 households in occupation. Even if the assertion made by the Respondent that the Applicants were in a romantic relationship and so were a couple and formed only one household were a true allegation – though the Tribunal was not satisfied of this – it would make no difference.
41. Throughout the period all rent that was paid was paid to the Respondent.
42. An additional licensing designation was in effect throughout 2023 which included the area in which the property is located and which required properties with at least three occupants in at least two households where basic amenities are shared to be licensed (pages 331 to 333).
43. The Respondent accepted that no licence was in place during the period in question and that none had been applied for prior to the application he made in 2025.

#### Conclusions

44. On the basis of the facts set out above, the Tribunal was satisfied that, subject to any issue of reasonable excuse, the Respondent was committing an offence contrary to section 72(1) of the 2004 Act continuously for at least the period from 1 January 2023 to 31 December 2023. The property was an HMO which required an additional licence but which did not have

one. The Respondent was a person having control of the premises as he received the rack-rent of the premises or would have done so if the premises were let at a rack-rent. He was also a person managing the property as he was an owner who received rent from the occupiers.

45. Although it was not expressly raised by the Respondent, and although the Respondent had provided no evidence in support of such a defence, the Tribunal nevertheless bore in mind its obligation to consider whether or not a defence of reasonable excuse applied in this case. The Respondent told the Tribunal that he had been a landlord for about 20 years and that during that time he has managed up to 7 properties, though mainly single lets to families. He was a member of the National Landlords Association (“NLA”) and he received newsletters from them. He knew about the existence of HMO licences, but when he had enquired about Lewisham’s policy two years before the period in question, he had been told that he did not need a licence. He said he was never under the impression that Lewisham would change its policy. He knew there was a national policy on HMOs but this was not something which was on his radar. He did not consider the possibility that changes in policy would impact him.
46. In the Tribunal’s view the Respondent had been operating a business as a landlord for many years and was clearly experienced. It would expect a person in his situation to make himself aware of the relevant statutory requirements in order to operate his business lawfully. The fact that he was aware of the existence of HMO licences clearly put him on notice that he may need to consider whether or not one was needed. Although he had been informed two years previously that Lewisham did not require HMO licences, he had failed to consider the possibility that things may change, despite being a member of the NLA and being in receipt of their newsletters which would make it clear how the law in this area was constantly changing.
47. Taking all this together the Tribunal concluded that there was insufficient evidence before it to raise a defence of reasonable excuse. Whilst the Respondent may well have acted, as he described in his closing submissions, neither deliberately nor with reckless disregard of the legislation, this in itself does not amount to a defence.
48. The Tribunal was, therefore, satisfied that the offence had been committed.

#### **Jurisdiction to Make an Order**

49. On the basis of the wording of the tenancy agreements, which clearly named the Respondent as the landlord, and the fact that rent was paid to him, the Tribunal was satisfied that he was the Applicants’ immediate landlord. It follows that the Tribunal has jurisdiction to make an order against him.

#### **Amount of Order**

50. The Tribunal therefore went on to consider the amount, if any, which it should order the Respondent to pay. In doing this it had regard to the approach recommended by UT Judge Cooke in the decision of Acheampong -v- Roman and others [2022] UKUT 239 (LC) @ para 20. The first step is to ascertain the whole of the rent for the relevant period.

#### Rent

51. A schedule of the rent payments made by the First and Second Applicants is at pages 55 and 56. The Tribunal was satisfied that this accurately reflected the contents of the bank statements contained in the bundle and no challenge was made to the figures by the Respondent. The First Applicant was also in receipt of Universal Credit. Section 44(3)(b) of the Act provides that the amount of any order made must not include sums awarded as Universal Credit. However, the Tribunal accepted the uncontested evidence that the housing element of Ms. Burmis' Universal Credit was paid directly to the Respondent. This is also confirmed by her Universal Credit statements which show that rent is paid direct to her landlord – see page 181 for example. The sums which she herself paid, which were less than the total rent, are therefore, rent payments she herself made over and above the contribution made by Universal Credit and may, therefore, be taken into account when calculating the amount of an order.
52. The period for which an order was sought in respect of the First Applicant was for the calendar year 2023. The first rent payment in respect of that period was made on 31 January 2023 and the last on 29 December 2023. The total paid was £8,694.31 (page 56).
53. The period for which an order was sought in respect of the Second Applicant was for the period from 14 February 2023 to 13 December 2023. The first rent payment in respect of that period was made on 27 February 2023 and the last on 27 November 2023. The total paid was £9,000 (page 55).

#### Utilities

54. The rent paid by the Applicants included the cost of utilities. None of the parties have provided any evidence of the cost of those utilities. At paragraphs 5 to 13 of the submissions on behalf of the Applicants (pages 12-13) it was argued that the Tribunal should exercise its discretion not to take the usual approach – that which was taken in Acheampong itself – to deduct a sum representing the cost of utilities. The Tribunal bore in mind the arguments set out there but saw no reason to depart from the usual approach.
55. Again following the approach in Acheampong, the Tribunal therefore set out to make an informed estimate of the amount of the utilities based on the evidence available to it.
56. When asked about the cost of utilities the Respondent estimated that the cost of gas for the property was about £90 to £100 per month and that of electricity was about £100 per week. The Tribunal bore in mind that this

is a semi-detached house with heating and hot water provided by a gas boiler. It considered that a cost of £100 per month for gas was reasonable but that the estimate of £100 per month for electricity was excessive. Doing the best it could and making use of its expert knowledge the Tribunal estimated the cost of utilities for the whole property to be £200 per month. The Tribunal accepted that there were in fact 4 rooms available to rent at the property. This is consistent with the First Applicants' room being described in the rental agreement as Room D. It therefore decided that the amount to be deducted per person in respect of utilities was one quarter of the total, which amounts to £50 per month.

57. The Tribunal decided to deduct these costs from the amount of rent paid to produce a figure for the maximum possible award.
58. In the case of the First Applicant the period is 12 months. This produces a cost of utilities of £600. Deducting this from the figure already calculated for the rent leaves a total of £8,694.31 - £600 = £8,094.31.
59. In the case of the Second Applicant the period of occupation in question is 10 months, making a total deduction of £500. Thus, the total possible award for Mr. Marshall is £9,000 - £500 = £8,500.

#### Seriousness of Offence

60. As required by the approach recommended in the case of Acheampong the Tribunal then considered the seriousness of the offence both as compared to other types of offence and then as compared with other examples of offences of the same type. From that it determined what proportion of the rent was a fair reflection of the seriousness of the offence.
61. When performing this process, the Tribunal had regard to the detailed submissions produced on behalf of the Applicants at paras 14 to 19 of their statement of case (pages 13-16).
62. The offence in question is one contrary to section 72(1) of the 2004 Act. This is, when compared with offences such as unlawful eviction, a more minor offence. This alone would justify a reduction of 25%.
63. The Tribunal also concluded that this was not a serious offence of its kind. Firstly, it considered the impact on the tenants of the absence of a licence. This was not a case where the Applicants had shown that there were numerous serious and widespread safety risks at the property. There were, though, some defects which the Tribunal needed to consider. The Respondent was asked about his subsequent application for an HMO licence. He explained that as part of the process the property was inspected. At this time there were 4 occupants. The inspector found that there were no fire doors for the bedrooms, that heat detectors were required in the kitchen and that emergency lighting was also required. There was, though, a smoke detector which, in the Tribunal's view, mitigated the risk somewhat.

64. The Tribunal also considered the mitigation put forward by the Respondent. Whilst not accepting that it was sufficient to give rise to a reasonable excuse, the Tribunal accepted the Respondent's evidence that two years previously he had been advised that he did not need a licence for this property. It accepted his submission that he had acted neither deliberately nor in reckless disregard of the rules. The Tribunal also bore in mind that a licence had since been applied for and granted and there was no suggestion that the Respondent had committed any previous offences.
65. Bearing these factors in mind the Tribunal concluded that the total amount payable should be reduced further. It considered that the reduction should be of a further 15%, meaning a reduction to 60% of the maximum.

Section 44(4)

66. The Tribunal then considered whether any decrease – or increase – was appropriate by virtue of the factors set out in section 44(4) of the Act.
67. In this case there were allegations of poor conduct by the Respondent as set out in detail at paras 21 to 35 of the Applicants' statement of case (pages 5 to 8). Many of these raise relatively trivial matters or matters which relate more to the condition of the property rather than the way in which the Respondent behaved. For instance, complaint is made of a rattling and draughty front door, an old and rusty fridge, refuse collecting under the stairs, and the fact that the gas boiler was in one of the bedrooms (not itself a safety issue). Other complaints had more substance, including a failure to deal with mould at the property, problems with topping up the electricity and the failure to provide prescribed safety certificates and other documentation.
68. On the other hand, the Respondent alleged that the First Applicant in particular had behaved badly towards him, being abusive and threatening and damaging his phone. Under questioning from the Respondent she accepted that she had sworn at him, though denied being threatening.
69. Weighing the evidence and detailed submissions from both sides with regard to the conduct of the parties the Tribunal concluded that there had been a breakdown in the relationship between landlord and tenant for which both sides were partly to blame. Beyond this there was really very little real substance in the allegations from either side which had not already been taken into account when determining the overall seriousness of the offence. Taking everything into account the Tribunal concluded that there was no basis for revising the amount of the order in either direction on the basis of conduct.
70. There was no suggestion that the Respondent was not in a financial position to pay any sum ordered to be paid and certainly no documentation had been provided to support such a contention.

71. In the absence of clear evidence to the contrary, the Tribunal was satisfied that the Respondent would be able to pay any sum ordered by it.
72. It follows, therefore, that the amount of the orders payable by the Respondent to the Applicants is as follows;  
(a) to Ms. Burmiss £8,094.31 x 60% = £4,856.59  
(b) to Mr. Marshall £8,500 x 60% = £5,100
73. The Applicants also sought an order under rule 13(2) of the Rules for the re-imbursalment of the fees paid for bringing the Application. The Tribunal concluded that, given that the Applicants had succeeded in their application, it was just and equitable to make such an order.

**Name:** Judge S.J. Walker

**Date:** 6 January 2026

#### **ANNEX - RIGHTS OF APPEAL**

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.