



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

<b>Case Reference</b>	: HAV/43UL/LDC/2025/0707
<b>Property</b>	: 1-36 Cedar Court, Lower Street, Haslemere, Surrey, GU27 2BA (“the property”)
<b>Applicant</b>	: Hasle Court Estate Limited
<b>Representative</b>	: Merlin Estates Limited
<b>Respondents</b>	: The leaseholders
<b>Objecting Respondents</b>	: Wendy Tout – Flat 7 Simon Marsh – Flat 8 K B Holdings Limited – Flat 33
<b>Representative</b>	: Simon Marsh for himself and Flat 7 Benjamin Greaves of MacDonald Oates LLP (Flat 33)
<b>Type of Application</b>	: To dispense with the requirement to consult lessees about major works section 20ZA of the Landlord and Tenant Act 1985
<b>Tribunal Member</b>	: Tribunal Judge H Lederman Professional member S Mason BSc FRICS
<b>Date of hearing</b>	: 17 <sup>th</sup> February 2026
<b>Date of Decision</b>	: 25 <sup>th</sup> February 2026

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**DECISION AND REASONS**

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**Communications to the Tribunal MUST be made by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk). All communications must clearly state the Case Number and address of the premises.**

### **Summary of Decision of the Tribunal**

**A. Hasle Court Estate Limited the freehold owner of the property is substituted for Merlin Estates Limited (the freeholder’s managing agents) as the Applicant.**

**B. The Applicant is granted dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) from the consultation requirements imposed on the landlord for works to roofs of blocks of flats known as 1-36 Cedar Court, Lower Street, Haslemere, Surrey, GU27 2BA (“the property”) designed to remedy water ingress as outlined in Annex 2 to a Notice of Intention to Carry out works dated 4<sup>th</sup> December 2025 (excluding cavity wall works) subject to the Applicant complying with the following conditions:**

**B.1 the Applicant as soon as reasonably practicable complies with paragraphs (6) to (9) of paragraph 4 of Part 2 to Schedule 4 to the Service Charges (Consultation Requirements) (England) 2003 Regulations (“the 2003 Regulations”) by:**

**(a) obtaining estimates for the carrying out of the proposed works; and**

**(b) supplying, within 14 days of obtaining the estimates free of charge, a statement (“the paragraph (b) statement”) to all leaseholders setting out—**

**(i) as regards at least two of the estimates, the amount specified in the estimate as the estimated cost of the proposed works; and**

**(ii) where the Applicant has received observations to which it is required to have regard, a summary of the observations and its response to them; and**

**(c) making all of the estimates available for inspection at the same time as providing the paragraph (b) statement.**

**and ensuring that at least one of the estimates is from a person wholly unconnected with the Applicant or Merlin**

**Estates Limited (as those expressions are defined in of Part 2 to Schedule 4 to the 2003 Regulations). If the Applicant has received a nomination of a contractor from one of the leaseholders the Applicant is required to try to obtain an estimate from that contractor as soon as reasonably practicable and in any event within 14 days of receiving the nomination;**

**B2. the Applicant does not seek to recover from any of the leaseholders by way of service charge or otherwise:**

**a. the costs incurred by it or its managing agents of or in preparing for these Tribunal proceedings:**

**b. the costs incurred or payable in respect of this application for dispensation or complying with the directions in this Decision relating to provision of the hearing bundle (to include any administrative management costs, management time costs, or legal costs associated with the same)**

**B3. The Applicant sends to each of the leaseholders at the property a copy of this Decision within 21 days of the date of receipt of this Decision.**

**B4. The Applicant sends to each of the leaseholders at the property and the Tribunal or makes available to each a working link to the electronic bundle prepared for the hearing for 30 days from the date of this decision.**

**C. None of the management or legal costs of these Tribunal proceedings shall be relevant costs for the purpose of calculating service charges payable by KB Holdings Limited, Mr Marsh or Ms Tout pursuant to section 20C of the 1985 Act or litigation costs which shall be charged to them under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002.**

## **REASONS**

### **Background**

1. The Applicant seeks dispensation under Section 20ZA of the Landlord and Tenant Act 1985 (“the 1985 Act”) from the consultation requirements imposed on the landlord by Section 20 of the 1985 Act. The application was received on 27 August 2025. At that stage the dispensation requested was described as follows:

“The property has experienced issues with water ingress affecting both individual flats and communal areas. The proposed works

include repairs to the roof *and remedial works to the external fabric of the building* to address the underlying causes.”; and

“The scope of works is currently being prepared. Once finalised, quotations will be obtained from suitable contractors. Upon receipt of the quotes, the Section 20 consultation process would ordinarily be initiated.”

(emphasis added)

2. In these reasons references to the Applicant should also be read to include Merlin Estates Limited, where the context permits. This application was commenced by and in the name of Merlin Estates Limited as managing agents. That was done based upon an incorrect understanding of which entity could make the dispensation application. The Tribunal understands Merlin Estates Limited as managing agent is not a party to any of the leases or a leaseholder entitled to seek to recover costs incurred as service charges within the terms of section 20 of the 1985 Act. The position of Merlin Estates Limited as a director of the Applicant, presumably for administrative purposes, does not affect this point.
3. These reasons address in summary form the key issues debated at the hearing and the in the documents made available for the Tribunal. It should not be thought that the omission to refer to any document or argument in these reasons means that it has not been considered by the Tribunal. With the exception of Mr Greaves, none of the Respondents who attended the hearing appeared to have been legally qualified or had (as far as the Tribunal can ascertain) legal expertise. The hearing was conducted on the basis that the references to legal principles below were summarised in terms that were intended to be accessible to individuals without legal training.

### **Documents available to the Tribunal**

4. The Tribunal issued directions requiring the Applicant to prepare file at the Tribunal and serve (that is, send to) the Respondents a bundle of documents relied upon at the hearing in electronic form. It is also apparent that the Applicant’s representative sent to the Tribunal a bundle for the hearing on 2<sup>nd</sup> February 2026 by way of a link. However, the link expired before it could be accessed and the Tribunal has had to conduct the hearing based upon the following documents which the Applicant (through Merlin Estates Limited) and others had at various times sent to the Tribunal:

Application to the Tribunal  
Specimen Lease (title SY387775) 26<sup>th</sup> July 1968 (third floor Flat 35  
block 3 storeroom and garage) 999 years from 1<sup>st</sup> January 1968  
Authority to Act  
Directions  
Reply Forms – those leaseholders Agreeing to dispensation sought

Reply Forms – Objecting those leaseholders to dispensation sought  
With corresponding documents  
Cooper & Withycombe Consulting engineers report on inspection of  
roofs and damp / water ingress issues dated December 2024 (28  
pages) (“the Report”)

comprising 198 electronic pages.

5. In addition, separately the Tribunal received and took into account the following documents:
  - a. Position Statement from Wendy Tout Flat 7 (11<sup>th</sup> February 2026 (3 pages))
  - b. Position Statement signed Simon Marsh Flat 8 (13<sup>th</sup> February 2026) (3 pages)
  - c. Position Statement entitled “Continuation sheet” MacDonal Oates LLP solicitors on behalf of KB Holdings Limited (Flat 33) (3 pages)
  
6. The Tribunal is extremely disappointed that Merlin Estates Limited on behalf of the Applicant were unable comply with the directions to provide a paginated hearing bundle for use by the Tribunal and the parties who attended the hearing. It is understood that Ms Hyland may have suffered from personal circumstances relating to health which prevented her from providing an electronic copy of the bundle in time for the hearing, but that does not fully explain why other individuals at Merlin Estates Limited were unable to assist or why the electronic link could not be made available in time for the hearing. The apparent urgency for determination of this application and the uncertainty of the scope of the application meant that it was consistent with the overriding objective to proceed with the hearing and reach a decision upon the application on the available materials.

### **Key factual background**

7. The property comprises 3 blocks each comprising 12 flats. Each block has four storeys with pitched roofs with a central communal access with flat roof. The development appears to have been built in the 1960's. Photographs appear in the Report. There is also a concrete ring beam at each floor which the Tribunal understands from the Report supports the external cavity walls and the ends of the pre-cast concrete floor beams. The pitched roofs have fallen into disrepair, The roofs and other structures (such as cavity walls) appear to have been the subject of investigations and some remedial works according to the Report between 2022 and 2024 possibly earlier. The Report itself was asked to focus upon two of the 3 blocks at the property: see paragraph 2.1 of the Report.
  
8. The Report noted evidence of extensive water penetration to several flats in the two blocks associated with consequent damp. There appear to be several possible causes of this water penetration. These are - Defective

roof coverings and defective detailing at roof eaves, defective cavity tray construction or condition, window defects and parquet floor disrepair.

9. According to the application itself some of the proposed works had been carried out. The Report suggests that insofar as works have been carried out these were investigative and opening up works. The application notice and Ms Hyland confirmed that the scope of the works and a specification had not yet been prepared. It appeared to be common ground that water penetration was continuing and that despite the apparent delay, works to prevent water penetration were considered by leaseholders and the Applicant to be urgently required.
10. The Applicant is a company whose shareholders are each leaseholders of flats at the property. Its primary source of funds for repair works will be service charges levied against each of the leaseholders. There appear to have been meetings of the members of the company (the leaseholders) to discuss how funds were going to be raised. Some of the leaseholders including Mr Marsh and Ms Tout were not resident at the property and had previously rented the flats to tenants as source of income.

#### **The issue the Tribunal was asked to decide**

11. The application notice did not provide clarity as to the scope of the works for which dispensation was sought. The Position Statements of Ms Marsh and Ms Tout appeared to oppose the application on the ground that the proposed qualifying works which did not focus upon defects to pitched roofs at the property should not be granted or did not accurately describe the defects which affected roofs over their respective flats at the property.
12. After some questioning by the Tribunal which sought to clarify the nature of the works for which dispensation was sought, Ms Hyland of Merlin Estates Limited on behalf of the Applicant was granted a short adjournment to seek instructions on this issue from a director or directors of the Applicant who did not attend the hearing.
13. Following that adjournment Ms Hyland confirmed the Applicant only sought dispensation in relation to proposed roof works. She confirmed she was instructed not to ask for dispensation for the works to address cavity wall and other defects referred to in the Report.
14. In the course of the hearing it emerged Merlin Estates Limited on behalf of the Applicant had prepared and issued to all leaseholders a Notice of Intention to Carry Out works dated 4th December 2025 (“the Notice”) which was not before the Tribunal at the time of the hearing. The Notice was provided to the Tribunal by MacDonald Oates LLP solicitors shortly after the hearing. All Respondents who attended the hearing were familiar with the Notice. The key parts in Annex 2 (relating to roof works) were read out during the hearing by Mr Greaves of MacDonald Oates. The Notice appears to have been sent to all leaseholders under cover of an undated letter from Merlin Estates Limited at the same time

as the Notice. In a slightly unusual format the Notice was Annex 1 to that letter. Annex 2 was entitled as “RECOMMENDATIONS OF THE COOPER & WITHYCOMBE REPORT ON INSPECTION OF ROOFS AND DAMP / WATER INGRESS DATED DECEMBER 2024”

15. Annex 2 to the Notice contained the following narrative:

**“General**

- a.) Due to the ongoing and persistent issues of damp ingress, it is recommended that remedial action, particularly for the principal issues at roof and cavity tray level, be planned and undertaken in the short-term (0 2 years).
- b.) The extensive nature of the works required will need careful co-ordination with the flat occupiers, as it is anticipated they will remain in occupation during the works.
- c.) As remedial works will need to comply with Building Regulations, a Principal Designer will need to be appointed under the Construction, Design & Management Regulations and the Building Safety Act.

**Roofs**

- a) Identify which and when the roof coverings were replaced, and whether the specification is available.
- b) Where roofs have not been re-covered allow for the replacement of tiles and underlay.
- c) Where roof finishes have been replaced, allow for installation of insulation at ceiling level to comply with Part L of the Building Regulations.
- d) At eaves level for each roof, add a retrofit cavity closer to the top of the cavity and fit a larger drip back approx. 300mm under the roof tiles extending into the gutter beneath.
- e) Whilst the roof is open, use this opportunity to carry out timber repairs to the rafter ends, trussed rafter gangnail plates and fascia boards where they are suffering from wet rot, whilst the scaffold is in place.
- f) Install ventilation to the roof voids at eaves level, where this is missing.”

Other parts of Annex 2 referred to proposed works to other parts of the property which are not relevant to this application.

**The central issue**

16. The only issue for the Tribunal is whether or not it is reasonable to dispense with the statutory consultation requirements contained in section 20 of the 1985 Act and 2003 Regulations. This application is not about the proposed costs of the works, whether the costs of the works are recoverable from the leaseholders as service charges or the possible application or effect of the Building Safety Act 2022. Nor is this application deciding whether any works should have been carried out at

an earlier stage or whether the Applicant should have sought dispensation for different works or a wider scope of works as Mr Marsh and Ms Tout contended in their Position Statements.

17. The leaseholders have the right to make a separate application to the Tribunal under section 27A of the 1985 Act to determine the reasonableness of the costs of any works carried out if charges to service charge, and the contribution payable through the service charges.

### **The legal test for grant of dispensation**

18. The Tribunal may grant dispensation if satisfied that it is reasonable to dispense with the consultation requirements in the 2003 Regulations. The Tribunal only has to be satisfied that it is reasonable to dispense with the requirements; it does not have to be satisfied that the landlord acted reasonably.
19. The Tribunal summarised the general effect of the legal test it has to apply in the course of the hearing. This is set out in more detail below. The correct approach to the grant of dispensation has been held by the Supreme Court in *Daejan Investments v Benson* [2013] UKSC 14 to be:

- a) the consultation requirements are not an end in themselves, but a means to the end of the protection of tenants in relation to service charges: their purpose is to ensure that tenants are protected from paying for inappropriate works, or from paying more than would be appropriate;
- b) in considering dispensation requests, the tribunal should focus on whether leaseholders have been prejudiced in either respect by the failure of the landlord to comply with the requirements;
- c) there is no need to distinguish between a serious failing and a minor oversight, unless it affects prejudice caused to the leaseholders by the failure to comply;
- d) the financial consequences to the landlord of not granting dispensation are not a relevant factor, and neither is the nature of the landlord;
- e) the legal burden is on the landlord but the factual burden of identifying some relevant prejudice is on the leaseholders; once they have shown a credible case for prejudice, the tribunal should look to the landlord to rebut it;
- f) the tribunal has power to grant dispensation on appropriate terms, including a condition that the landlord pays the leaseholders' reasonable costs incurred in connection with the dispensation application;
- g) If the leaseholders will suffer relevant prejudice, the tribunal should, in the absence of some good reason to the contrary, effectively require the landlord to reduce the amount claimed to compensate the tenants fully for that prejudice;
- h) that does not enable a landlord to buy its way out of having failed to comply with the consultation requirements, because it will still face significant disadvantages for non-compliance,

namely (i) it must pay its own costs of making and pursuing an application to the tribunal for a dispensation; (ii) it must pay the leaseholders' reasonable costs of investigating and challenging that application, and (iii) it must accord the leaseholders a reduction to compensate fully for any relevant prejudice, knowing that the tribunal will adopt a sympathetic (albeit not unrealistically sympathetic) attitude to the leaseholders on that issue.

i. The exercise of the jurisdiction to dispense with the consultation requirements "stands or falls on the issue of prejudice" *Aster Communities v Chapman* [2020] UKUT 177

j. Where the Tribunal is unable to identify relevant prejudice, dispensation should be granted." (*Lambeth LBC v Kelly* [2022] UKUT 290 at [55]).

k. Urgency of the proposed work is a reason for, but not a precondition to dispensation *RM Residential Ltd v Westacre Estates Ltd and another* [2024] UKUT 56 at [48-49] and [50]).

### **The applicable consultation requirements**

20. The extensive nature of the disrepair and defects illustrated in the Report indicate that the cost of works to repair or replace roofs (excluding cavity wall and other works) would lead to relevant contribution for costs to exceed £250 for each of the 36 leaseholders. Accordingly, the consultation requirements in the 2003 Regulations would apply to the proposed works to the pitched and flat roofs unless dispensed with. The consultation requirements in the 2003 Regulations may well apply to the proposed works to cavity wall and other parts of the property but that is not a question which the Tribunal is asked to decide in this application.
21. Part 2 of Schedule 4 to the 2003 Regulations requires a Notice of Intention) (also known as the stage 1 notice) to describe, in general terms, the works proposed to be carried out or specify the place and hours at which a description of the proposed works may be inspected. The Tribunal is satisfied that (despite the concerns of each of the Respondents who attended) having seen the Notice, the terms of Annex 2 excerpted a sufficiently clear description *in general terms* of the proposed works to the roofs at the property.
22. In case that view is not accepted, the Tribunal turns to consider whether the Applicants have shown prima facie case of prejudice which requires the Applicant to rebut or counter that suggestion of prejudice. Mr Marsh expressed concern that previous and ongoing delays to the repair works to the roof areas of Flat 7 and Flat 8 were unacceptable and had caused the nature of the repair required to increase in scope and cost. He also expressed understandable concern about the cost of proposed works suggested in the entirety of the Report (that is to say including proposed repairs to the property as a whole including cavity wall, flat roof and other works and not just roof works in general) on the basis that the wider scope

of works contemplated would deflect attention from and delay urgently needed repair works to the pitched roofs to Flat 7 and Flat 8.

23. Mr Marsh did not however persuade the Tribunal that his understandable concerns could be described as financial prejudice arising from the failure to describe the proposed repair works sufficiently in the Notice as required by Part 2 of Schedule 4 to the 2003 Regulations. If anything, the Applicant's belated decision to reduce the scope of the work for which dispensation was sought suggests an intention to carry out a much narrower range of repair works. Mr Marsh did not suggest that this narrower scope of works would itself cause prejudice. The burden of his submission was the difficulty the Applicant would have in raising the funds required for the wider range of repair works suggested by the report which he suggested could be somewhere in the region of £300,000 - £400,000. His underlying concern was the delay which would be caused by the need to raise a larger sum in service charges to pay for the cost of work. The sums available in reserves held in the service charge fund were comparatively modest when compared with the projected cost of the wider scope of the proposed works.
24. Mr Marsh did not suggest any way in which the prejudice which he was identifying (assuming delay in carrying out repair works to Flats 7 and Flat 8 and loss of rental income) was caused by the failure to describe the proposed works adequately in the Notice. He did not suggest a way in which that prejudice could be addressed by conditions to be attached to grant of dispensation.
25. The next stage in the consultation requirements in the 2003 Regulations would be for the leaseholders to provide their observations in relation to the proposed works in the relevant period (30 days from the date of the Notice), and for the Applicant to "have regard" to those observations. None of the Respondents suggested that if this stage was not complied with, it would cause leaseholders financial prejudice.
26. The next stage in the Consultation Requirements would be for the Applicant as landlord to:
  - (a) obtain estimates for the carrying out of the proposed works;
  - (b) supply, free of charge, a statement ("the paragraph (b) statement") setting out—
    - (i) as regards at least two of the estimates, the amount specified in the estimate as the estimated cost of the proposed works; and

(ii) where the landlord has received observations to which he is required to have regard, a summary of the observations and his response to them; and

(c) make all of the estimates available for inspection.

and to ensure that at least one of the estimates is from a person wholly unconnected with the landlord. If the Applicant as landlord has received a nomination of a contractor within the relevant period the Applicant is required to try to obtain an estimate from that contractor

27. In this respect Mr Greaves suggested it was important for leaseholders to ensure that any contractor was independent of the Applicant. He did not say so in terms, but the Tribunal accepts that the inability of leaseholders to inspect estimates obtained and ensure that contractors were truly independent of the Applicant was a clear example of potential financial prejudice which would be caused to leaseholders by failure to comply with this stage of the consultation process.
28. Mr Marsh emphasised the need for leaseholders to inspect estimates and if necessary suggest their own contractors to provide estimates of costs provided this did not unduly delay works to Flat 7 and Flat 8. The Tribunal accepts that all leaseholders would be exposed to the risk of financial prejudice if they did not have access to the estimates obtained by the Applicant and have an opportunity to comment. This was emphasised by Mr Marsh's unchallenged evidence that there was considerable delay in him obtaining access to the Report earlier when requested by him from the Applicant or its agent. Ms Hyland on the Applicant's behalf did not appear to object to this stage of the consultation requirements being adhered to, provided they did not unduly delay works. The Tribunal has accordingly decided to grant dispensation upon terms which preserve the substance of the leaseholders' rights to have sight of estimates and make nomination and be provided with details of observations but without inhibiting or delaying commencement of works.
29. There was no evidence of prejudice which would be caused to leaseholders by failure to comply with the remaining stages of the consultation requirements.
30. The additional requirements in part 2 of Schedule 4 to the 2003 Regulations which would appear to apply to the proposed works are:
- “Duty to have regard to observations in relation to estimates  
5. Where, within the relevant period, observations are made in relation to the estimates by a recognised tenants' association or, as the case may be, any

tenant, the landlord shall have regard to those observations.

Duty on entering into contract

6.—(1) Subject to sub-paragraph (2), where the landlord enters into a contract for the carrying out of qualifying works, he shall, within 21 days of entering into the contract, by notice in writing to each tenant and the recognised tenants' association (if any)—

(a)state his reasons for awarding the contract or specify the place and hours at which a statement of those reasons may be inspected; and

(b)where he received observations to which (in accordance with paragraph 5) he was required to have regard, summarise the observations and set out his response to them.

(2) The requirements of sub-paragraph (1) do not apply where the person with whom the contract is made is a nominated person or submitted the lowest estimate.

(3) Paragraph 2 shall apply to a statement made available for inspection under this paragraph as it applies to a description of proposed works made available for inspection under that paragraph.”

31. Accordingly the Tribunal dispenses with the need to comply with that part of Schedule 4 to the 2003 Regulations set out in paragraph 30 above.

### **The hearing**

32. The hearing took place remotely by Cloud Video Platform for the reasons given in the Tribunal's directions of 16<sup>th</sup> February 2026. Wendy Tout attended the hearing remotely but was not permitted to give evidence or make submissions during the hearing, for the reasons given in the Tribunal's directions of 16<sup>th</sup> February 2026. All parties who attended consented to the hearing taking place remotely save for Ms Tout whose circumstances are addressed in directions made on 16<sup>th</sup> February 2026. She appointed Mr Marsh to represent her at the remote hearing.

### **Costs of the hearing and costs incurred by Merlin Estates Limited**

33. Mr Greaves acting on behalf of the Leaseholder of Flat 33 asked the Tribunal to make an order under section 20C of the 1985 Act that none of the costs of these proceedings should be treated as relevant costs for the purpose of calculating service charges. He drew attention to the failure of

Merlin Estates limited (then named as the Applicant) to comply with the Tribunal's earlier directions to provide details of the scope of works which were the subject of this application. When asked by the Tribunal about the costs of this application Ms Hyland indicated that Merlin Estates Limited were not intending to raise any charge for that company attending or preparing for this hearing and that her attendance was part of their management fee. The Tribunal asked her to confirm whether a separate fee for applying for dispensation was set out in the management fee agreement with the Applicant and she confirmed there was no separate fee.

34. The Tribunal can only make an order under section 20C of the 1985 Act the Tribunal on behalf of those of who apply for such an order or who are specified in the application: see *Re SCMLLA (Freehold) Ltd [2014] UKUT 58 (LC)*. Given Ms Hyland's confirmation about the Applicant's costs and those of Merlin Estates Limited, it is appropriate to make such an order on behalf those Respondents who opposed the grant of dispensation or who attended the hearing to seek clarification. It is also just and equitable to make an order extinguishing any litigation costs which the Applicant may have arising out of the costs of these proceedings under paragraph 5A of Schedule 11 to the 2002 Act for the same reason in respect of the same leaseholders.
35. Nothing in the reasons given above or the decision should be understood to restrict or prevent other leaseholders from making applications for similar orders under section 20C of the 1985 Act or paragraph 5A of Schedule 11 to the 2002 Act should they wish to do so.
36. Mr Greaves indicated an intention to make an application under rule 13 of the Tribunal procedure rules for an order that his client's costs were paid apparently against Merlin Estates Limited. If KB Holdings Limited wishes to make such application full details of the amounts and grounds should be made in writing separately within the time limited for doing so in the Tribunal Procedure Rules.

## **RIGHTS OF APPEAL**

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.