FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/HMF/2025/0803.**
Property	**:**	**48 Philip Lane, London, N15 4JE.**
Applicants	**:**	**Jacob Shipp** **Benjamin Robert Lewis** **Giuseppe Murru** **Kameron White** **Willi Truong**
Representative	**:**	**James Cairns of Justice for Tenants**
Respondents	**:**	**Andreas Gkerazis** **The Cosy Initiative Limited** **Avissos Partners SPV Ltd.**
Representative	**:**	**Andreas Gkerazis 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 Member	**:**	**Mr A Harris LLM FRICS** **Ms R Kershaw**
Date and Venue of Hearing	**:**	**3 March 2026 at** **10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**10 March 2026**

DECISION

Decision of the Tribunal

1. The Tribunal does not make a Rent Repayment Order (RRO) against the Respondents, Andreas Gkerazis, The Cosy Initiative Limited & Avissos Partners SPV Ltd.

2. The tribunal finds that the Respondents were in control of a mandatory HMO or an HMO requiring an additional licence but had a reasonable excuse for not having a licence for the period 19 February 2024 to 31 July 2024.

3. The Tribunal makes no order in respect of the reimbursement of the tribunal fees paid by the Applicants.

Background

4. The Applicants are the five occupiers of 48 Philip Lane London N15 (the House). Each tenant had a separate tenancy agreement:

- Benjamin Lewis, landlord Andreas Gkerazis
- Guiseppe Murru, landlord Andreas Gkerazis
- Jacob Shipp, landlord Andreas Gkerazis
- Kameron White, Landlord Avissos Properties SPV Ltd
- Willi Truong, Landlord Avissos Properties SPV Ltd

5. Avissos Properties SPV Ltd is a company wholly owned by Mr Gkerazis and holds the freehold of the house.

6. The Cosy Initiative Ltd is a managing agent, again wholly owned by Mr Gkerazis which manages approximately 100 properties held on short term tenancies.

7. Mr Gkerazis confirmed that he was the person in control of the management of the House.

8. The House was licensed as an HMO by the London Borough of Haringey from 19 February 2019 until 18 February 2024.

9. On 14 August 2023 the planning department of Haringey served an enforcement notice requiring that the owner ceased the use of House as an HMO. The enforcement notice took effect on 6 October 2023.

10. From 19 February 2024 the House continued in HMO use but at that point was not licensed. Use as an HMO ended on 31 July 2024.

The Applicant's case

11. For the Applicants Mr Cairns argued that the essential elements of the offence were made out subject to the tribunal's conclusion on a reasonable excuse. The house was subject to mandatory licensing being occupied by 5 or more people and the property also fell within Haringey's additional licensing designation. The house became unlicensed following expiry of the previous licence on 18 February 2024.

12. Mr Gkerazis is said to be a person having control/managing as he is named as the lessor on 3 tenancy agreements entitling him to the rack rent or would so entitled to a rack rent if that was the rate at which the property was let.

13. The Cosy Initiative Ltd is said to be a person having control/managing on the basis of the actual receipt of rents from the tenants.

14. Avissos Partners SPV Ltd is said to be a person having control/managing as it is named as freeholder the Land Registry and the landlord on 2 of the tenancy agreements.

15. The Respondent's defence admits that, but for their contended reasonable excuse, the offence is made out.

16. The Applicants say that, pursuant to the decision in Marigold v Wells, [2023] UKUT 33 (LC), the Tribunal must determine:

    a. What facts the landlord asserts give rise to reasonable excuse;

    b. Decide which of those facts are proven; and

    c. Decide whether, viewed objectively, those proven facts do indeed amount to an objectively reasonable excuse for the default.

17. The Respondents rely on what they state is a statutory conflict between Housing Act licensing requirements and a Planning Enforcement Notice (PEN). The PEN was issued on 14 August 2023 came into effect on 6 October 2023 and before the expiry of the HMO licence on 18 February 2024. The Respondent therefore had 6 months in which he could have taken lawful steps to regularise the letting situation in line with the planning authority's requirements.

18. Planning rules and Housing Act rules are separate regimes and attempted compliance with one does not suspend or to disapply the obligations arising under the other.

19. The Applicants referred to *Thurrock Council v Palm View Estates [2020]* which they say shows the case proves the planning and licensing are

separate and attempted compliance with one does not suspend obligations on the other.

20. *Newell v Abbott [2024] UKUT 181 (LC)* suggests that the starting point for a rent repayment order should be 60% of the rent and the Applicants argue for 80% due to the professional nature of the Respondent.

21. The Applicant did not apply for a Temporary Exemption Notice (TEN) to extend the lawful period for regularisation of the licensing position. Section 21 notices were served later than the operation of the PEN and were invalid under section 98 of the Housing Act 2004.

22. The Applicants refer to *Acheampong v Roman [2022] UKUT 239 (LC)* which takes as a starting point the whole of the rent paid and allows deduction of the payments made by the Landlord for utilities which exclusively benefit the tenants. The Applicants argue this means water, gas/electricity, broadband and TV licence.

23. The Respondents argue that the property was well maintained and that this is a mitigating factor. In *Newell* it was held that maintenance to a reasonable standard is merely what is expected of the landlord and not a positive mitigating factor.

24. The Applicants seek an award of 80% of the rent at a rent repayment order. The Applicants also seek the application fees of £1140 and hearing fee of £227 under rule 13 of the Property Chamber Rules.

The Respondent's case

25. The Respondent argues that the lack of a licence between February and July was not due to negligence but was the result of an unavoidable statutory conflict. The enforcement notice imposed a superior legal duty to seize HMO use by 6 April 2024.

26. The Council advised that submitting a new HMO licence application would contravene the PEN resulting in a further offence.

27. The Respondents are not rogue landlords and allegations of poor maintenance are refuted by the maintenance logs which prove rapid proactive management. The Respondent did not maximise the rental income from the property and use of utilities was uncapped.

28. There is evidence of poor behaviour by the Applicants including instances of antisocial behaviour and health and safety breaches such as leaving the gas on and an oven fire.

29. The Respondents say that on receipt of the PEN to they tried to engage with the Council and wanted to submit a retrospective planning application but were advised this was not possible. They say they acted at all times to preserve the tenancies and this was why they engaged with the Council to secure permission to keep the house as an HMO. Serving section 21 notices on the tenants was forced on the Respondents to comply with a statutory requirement.

30. If it had not been for the PEN the licence would have been renewed. The house is currently licensed for occupation by a single family.

31. The *Thurrock Council* case is different in that the landlord relied on a misunderstanding of verbal advice from a planning officer whereas here the Respondent was under a formal written enforcement notice with criminal consequences for non-compliance.

32. Applying the *Marigold v Wells* test a reasonable person would conclude that the Respondents priority was to comply with the more restrictive order (the PEN).

33. The Applicants argued that there was a harmonious household and gave evidence to that effect. The Respondent produced emails from one tenant, Mr Murru suggesting that he wished to leave early due to safety risks and hygiene issues caused by other Applicants.

34. The Respondent did not apply for a TEN as they thought it would not apply to them.

35. In considering the test in Newell, the Applicants argue for a neutral baseline of 60% and argue for an uplift for 80% due to the professional status of the Respondent. In response, the Respondent says that Newell emphasised that the tribunal must look at the particular circumstances. Unlike the landlord in Newell the respondents have actively sought to wind down the HMO used to comply with law. The "conduct neutral" baseline should be downwardly adjusted because the Respondents have provided a financial subsidy by charging a below-market rent and not capping utilities that exceeds the "reasonable standard" described in Newell.

The Law

Housing and Planning Act 2016 ("the 2016 Act")

36. Section 40 provides :

> "(1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.

(2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—

(a) repay an amount of rent paid by a tenant, or

(b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy."

37. Section 40(3) lists seven offences "committed by a landlord in relation to housing in England let by that landlord". The Claims are made in respect of the following three offences

(1) the offence of eviction or harassment of occupiers contrary to section 1 (2), (3) or (3 A) of the Protection from Eviction Act 1977

(2) the offence of control or management of an unlicenced HMO under section 72(1) of the Housing Act 2004 ("the 2004 Act")

(3) the offence of having control of, or managing an unlicensed HMO under part 3, section 95 (1) of the Housing Act 2004

38. Section 41 deals with applications for RROs. The material parts provide:

"(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.

39. 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)."

40. 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."

41. 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."

42. Section 56 is the definition section. This provides that "tenancy" includes a licence.

The Housing Act 2004 ("the 2004 Act")

43. Part 2 of the 2004 Act relates to the designation of areas subject to additional licensing of houses in multiple occupation (HMO).

44. Section 72 specifies a number of offences in relation to the licencing of houses. The material parts provide (emphasis added):

"(1) A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61 (1)) but is not so licensed.

(4) In proceedings against a person for an offence under subsection (1), it is a defence that at the material time

(a) a notification had been duly given in respect of the house under section 62 (1) or
(b) an application for a licence had been duly made in respect of the house under section 63"

45. Section 62 (2) allows the local authority to grant a temporary exemption of up to 3 months where a landlord intends to take particular steps with a view to securing that the house is no longer required to be licensed.

46. The Housing Act 2004 Part 2 s. 61(1) states:

(1) Every HMO to which this Part applies must be licensed under this Part unless—
(a) a temporary exemption notice is in force in relation to it under section 62, or
(b) an interim or final management order is in force in relation to it under Chapter 1 of Part 4.

47. Section 62 states

62 Temporary exemption from licensing requirement

(1) This section applies where a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed, notifies the local housing authority of his intention to take particular steps with a view to securing that the house is no longer required to be licensed.

(2) The authority may, if they think fit, serve on that person a notice under this section ("a temporary exemption notice") in respect of the house.

(3) If a temporary exemption notice is served under this section, the house is (in accordance with sections 61(1) and 85(1)) not required to be licensed either under this Part or under Part 3 during the period for which the notice is in force.

(4) A temporary exemption notice under this section is in force—

(a)for the period of 3 months beginning with the date on which it is served, or

(b) (in the case of a notice served by virtue of subsection (5)for the period of 3months after the date when the first notice ceases to be in force.

(5) If the authority—
(a) receive a further notification under subsection (1), and
(b) consider that there are exceptional circumstances that justify the service of a second temporary exemption notice in respect of the house that would take effect from the end of the period of 3 months applying to the first notice,

the authority may serve a second such notice on the person having control of or managing the house (but no further notice may be served by virtue of this subsection)....

48. Section 55 of the Housing Act 2004 states:

55 - **Licensing of HMOs to which this Part applies**

(1)This Part provides for HMOs to be licensed by local housing authorities where—

(a) they are HMOs to which this Part applies (see subsection (2)), and
(b) they are required to be licensed under this Part (see section 61(1)).

(2) This Part applies to the following HMOs in the case of each local housing authority—
(a) any HMO in the authority's district which falls within any prescribed description of HMO, and
(b) if an area is for the time being designated by the authority under section 56 as subject to additional licensing, any HMO in that area which falls within any description of HMO specified in the designation

49. The Housing Act 2004 introduced the mandatory licensing of HMOs whilst The Licensing of Houses in Multiple Occupation Order (Prescribed Description) (England) Order 2018 states at paragraph 4

4. An HMO is of a prescribed description for the purpose of section 55 (2) (a) of the Act if it

(a) is occupied by 5 or more persons
(b) is occupied by persons living in 2 or more separate house and
(c) meet the standard test under section 254 (2)of the Act

254 **Meaning of "house in multiple occupation**

(1) For the purposes of this Act a building or a part of a building is a "house in multiple occupation" if—

(a)it meets the conditions in subsection (2) ("the standard test");...

(2)A building or a part of a building meets the standard test if—

(a)it consists of one or more units of living accommodation not consisting of a self-contained flat or flats;

(b)the living accommodation is occupied by persons who do not form a single household (see section 258);

(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 (see section 259);

(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 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.

72 Offences in relation to licensing of HMOs

50. Section 72 specifies a number of offences in relation to the licencing of houses. The material parts provide (emphasis added):

> "(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 61 (1)) but is not so licensed.
>
> (2)A person commits an offence if—
>
> (a)he is a person having control of or managing an HMO which is licensed under this Part,
>
> (b)he knowingly permits another person to occupy the house, and
>
> (c)the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.
>
> (3)A person commits an offence if—
>
> (a)he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and
>
> (b)he fails to comply with any condition of the licence.
>
> (4)In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—
>
> (a)a notification had been duly given in respect of the house under section 62(1), or
>
> (b)an application for a licence had been duly made in respect of the house under section 63,
>
> and that notification or application was still effective (see subsection (8)).
>
> (5)In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—
>
> (a)for having control of or managing the house in the circumstances mentioned in subsection (1), or
>
> (b)for permitting the person to occupy the house, or

(c)for failing to comply with the condition,

as the case may be.

263 Meaning of "person having control" and "person managing" etc.

51. (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.

(4) In its application to Part 1, subsection (3) has effect with the omission of paragraph (a)(ii).

(5) References in this Act to any person involved in the management of a house in multiple occupation or a house to which Part 3 applies (see section 79(2)) include references to the person managing it.

52. The Court of Appeal in Kowalek v Hassanein [2022] EWCA Civ 1041 quoted with approval from Jepsen v Rakusen [2021] EWCA Civ 1150, [2022] 1 WLR 324, (s44) "is intended to deter landlords from committing the specified

offences" and reflects a "policy of requiring landlords to comply with their obligations or leave the sector": and further Parliament's principal concern was thus not to ensure that a tenant could recoup any particular amount of rent by way of recompense, but to incentivise landlords. The 2016 Act serves that objective as construed by the Deputy President. It conveys the message, "a landlord who commits one of the offences listed in section 40(3) is liable to forfeit every penny he receives for a 12-month period".

The tribunal's decision

53. The tribunal accepts the evidence of the Applicants and is satisfied beyond reasonable doubt that at all times during the tenancy up to the start of July there were 5 occupants of the house forming separate households. For the remainder of July there were 4 households. In either case a licence would be required.

Licence requirements

54. The tribunal has found that the property was let to 5 occupants who were not related and who shared kitchen and bathroom facilities. The property therefore meets the standard test for an HMO and required a mandatory licence.

55. It is common ground that the London Borough of Haringey have an Additional licensing scheme which covers the geographical area in which property lies and that the property was not licensed as an HMO.

56. The house had an HMO licence up to 18 February 2025.

The relevant landlord

57. It is not disputed that the Respondents are the landlords of House.

The period of the offence

58. Under section 41(2)(a) of the Housing and Planning Act 2016 a tenant may apply for a rent repayment order if 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 for a licence was made.

59. The House did not have a licence from 19 February 2024 to 31 July 2024. The maximum period for which an order can be made is 12 months. No application has been made during this period for an HMO licence.

60. The Tribunal is satisfied beyond reasonable doubt that the offence was being committed during this period.

Rent paid

61. The amount of rent paid which can be the subject of any order is

a. Benjamin Lewis – £5,380.73 (17 March 2024 – 31 July 2024)
b. Giuseppe Murru – £4,205.99 (19 February 2024 – 2 July 2024)
c. Jacob Shipp – £5,197.22 (19 February 2024 – 24 July 2024)
d. Kameron White – £4,618.32 (19 February 2024 – 31 July 2024)
e. Will Truong – £5,774.08 (19 February 2024 – 31 July 2024)

Utility costs

62. In *Acheampong v Roman* [2022] UKUT239 (LC) the Upper Tribunal restated the amount of a rent repayment order should start with the amount of rent paid and then deduct any element of that sum that represents payments for utilities that benefit the tenant such as gas and electricity and internet access.

63. Utility costs during the tenancy are found in Exhibit 14 of the Respondent's case and are apportioned by the tribunal as set out below

Utility		**period**	**amount**	**Feb-July**	**5/7ths**		
water		7 months	£ 433.03	5 months	£ 309.31		
gas/electricity		7 months	£3,032.00	5 months	£2,165.71		
Broadband		7 months	£ 255.55	5 months	£ 182.54		
					£2,657.56		
maximum rent							
			% of total		**utilities**		**net max RRO**
Lewis		£ 5,380.73	21.37%		£ 567.98		£ 4,812.75
Murru		£ 4,205.99	16.71%		£ 443.97		£ 3,762.02
Shipp		£ 5,197.22	20.64%		£ 548.61		£ 4,648.61
White		£ 4,618.32	18.34%		£ 487.50		£ 4,130.82
Truong		£ 5,774.08	22.93%		£ 609.50		£ 5,164.58
		£25,176.34	100.00%				

Repayment Order

64. The Tribunal is satisfied that the conditions for the making of a Rent Repayment Order have been made out. Under section 44 of the 2016 Act the amount the landlord may be required to repay must not exceed the rent paid in that period. The Tribunal must also take into account the conduct of the landlord and tenant and the financial circumstances of the landlord and

whether the landlord has been convicted of an offence. There is also a defence available to the landlord of reasonable excuse.

65. The Tribunal has no evidence of a conviction.

The Respondents financial circumstances.

66. The tribunal was given very limited evidence of the Respondent's financial circumstances.

67. After the termination of the tenancy the house was relet as a single dwelling with the appropriate licence.

68. The tribunal is not satisfied the Respondents financial circumstances would justify a reduction in any rent repayment order the tribunal may make.

Conduct of the parties

69. The Applicants gave evidence of various items of disrepair.

70. The tribunal accepts the evidence of the Respondents through the maintenance log and does not find there is any evidence of significant disrepair which should be taken into account.

71. The tribunal finds that the Respondents were aware they were required to obtain an HMO licence and had held one up until February but were unable to renew.

72. The Tribunal finds no evidence of any conduct on behalf of the Applicants which is relevant to this assessment.

Reasonable excuse

73. The Respondents say they have a reasonable excuse for not obtaining a licence as they were caught between the requirements of Haringey as the local planning authority and the requirements of Haringey to have either a mandatory licence or an additional licence permitting use as an HMO.

74. The tribunal was referred to a decision of the Upper Tribunal at para. 48 of *Marigold v Wells* [2023] UKUT 33 (LC) and that when considering a reasonable excuse defence the tribunal must consider whether the proven facts relied upon by the Respondents amount objectively to a reasonable excuse for the default.

The tribunal's decision

75. The tribunal has considered the evidence of both parties. The tribunal accepts the evidence of the Respondent is having received the PEN, his efforts were directed towards regularising the planning position so that use as an HMO could continue. The tribunal also accepts his evidence that he did not want to terminate the tenancies if that could be avoided.

76. The Respondent also stated that he did not consider he would be able to obtain a TEN so did not apply for one. The tribunal considers this view to be mistaken.

77. The tribunal notes that the house had been licensed until February 2024 and the only reason the new licence was not applied for was that one would not have been granted or it would have been regarded as a breach of the planning enforcement notice.

78. In Waltham Forest v Khan [2017] UKUT 0153 (LC) at paragraph 47 the Upper Tribunal said:

It is therefore unnecessary and unrealistic, in my judgment, to regard planning control and Part 3 licensing as unconnected policy spheres in which local authorities should exercise their powers in blinkers. I am satisfied that it is legitimate for a local housing authority to have regard to the planning status of a house when deciding whether or not to grant a licence and when considering the terms of a licence. It would be permissible for an authority to refuse to determine an application until it was satisfied that planning permission had been granted or could no longer be required. It would be equally permissible, where an authority was satisfied that enforcement action was appropriate, for it to refuse to grant a Part 3 licence, but as Waltham Forest points out that would make it difficult for a landlord to recover possession of the house and would expose him to prosecution for an offence which he would be unable to avoid by his own actions. The solution adopted by Waltham Forest of granting a licence for a short period to allow the planning status of the house to be resolved was, in those circumstances, a rational and pragmatic course which I accept was well within its powers.

This case highlights the difficult position in which the Respondent found himself.

79. On balance, the tribunal finds that the Respondents did have a reasonable excuse for failing to licence the House as an HMO. This is not a case of the landlord not knowing of the licensing requirements or making a decision not to licence. The Respondent would have applied if he could.

80. If, as suggested on behalf of the Applicants, the Respondent had taken action to prevent the house being an HMO use beyond February this would

have resulted in the tenants being evicted unless a temporary exemption notice could be obtained. A successful application for a TEN for 3 months would have resulted in the tenants being evicted before in fact they were.

Our Determination

81. The tribunal finds that the Respondents were in control of a mandatory HMO or an HMO requiring an additional licence but had a reasonable excuse for not having a licence for the period 19 February 2024 to 31 July 2024.

A Harris LLM FRICS
Valuer Chair

10 March 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

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