



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

Case reference	:	HAV/00HG/LRM/2025/0613
Property	:	Chaddlewood House, Clement Road, Chaddlewood, Plymouth PL7 2HH.
Applicant	:	Chaddlewood House RTM Company Limited.
Representative	:	RTMF Services Limited
Respondent	:	Avon Freeholds Limited
Representative	:	Scott Cohen Solicitors
Type of application	:	Determination of entitlement to acquire the Right to Manage – Chapter 1 Commonhold and Leasehold Reform Act 2002.
Tribunal members	:	Judge Taylor Tribunal Member Smith
Date and Venue of hearing	:	22 April 2026, on the papers
Date of decision	:	22 April 2026

DECISION

Summary of the Decision of the Tribunal

The Tribunal determines that the Applicant was on the relevant date entitled to acquire the right to manage the Property defined above.

The application

1. The Applicant seeks a determination under s.84 of the Commonhold and Leasehold Reform Act 2002 ('the Act') for a determination that on the relevant date the Applicant RTM Company was entitled to acquire the Right to Manage the Property defined above.
2. This matter has been dealt with without a hearing pursuant to Rule 31 of the Tribunal Procedure Rules 2013 and the Tribunal's directions dated 26 January 2026.
3. By a claim notice dated 28 May 2025 the Applicant gave notice under section 79 of the Commonhold and Leasehold Reform Act 2002 ("CLRA") that it intended to acquire the right to manage the Property.
4. The Respondent, which is the registered proprietor of the Property, served a counter-notice under section 84 CLRA dated 26 June 2025. The counter-notice challenged the Applicant's right to acquire the right to manage on the sole ground that:

"... the claim notice specified a date earlier than one month after the relevant date for response by counter-notice under section 84 of Chapter 1 of Part 2 of the [CLRA]".

That is accordingly the sole issue for the Tribunal to decide.

5. Pursuant to the Directions given by the Tribunal, the Applicant and the Respondent exchanged statements of case prior to the hearing. A bundle containing the evidence provided by the parties was prepared and considered by the Tribunal.

The relevant Law

6. Section 80(6) CLRA provides that a claim notice *"...must specify a date, not earlier than one month after the relevant date, by which each person who was given the notice under section 79(6) may respond to it by giving a counter-notice under section 84"*.

7. Section 79(1) CLRA provides that “...the “*relevant date*”, in relation to any claim to acquire the right to manage, means the date on which the notice of claim is given”.
8. Section 111(1) CLRA provides that “Any notice under this Chapter - (a) must be in writing, and (b) may be sent by post”.

The relevant evidence/contentions

9. The Applicant’s evidence in its Statement of Case is that the claim notice dated 28 May 2025 was addressed to the Respondent at its registered address and also marked “care of” Y&Y Management Limited”. It was posted first class on 29 May 2025 and additionally sent by special delivery on the same date. The claim notice specified, in section 5, that any counter-notice must be given not later than 4 July 2025. At annex 2 to the Statement of Case, the Applicant produced a copy of a Royal Mail “Bulk Certificate of Posting” which listed two first class post letters, one addressed to Avon Freeholds Limited at its registered address and the other to care of Y&Y Management Limited at the same address. The Certificate is date stamped by Cranbrook Post office as evidence that the first-class letters were posted. The date stamp is said to be 29 May 2025. At annex 3 the Applicant produced the post office tracking information for a special delivery item, the first entry on which states that it was “accepted in parcelshop” on Thursday 29 May 2025.
10. The Applicant contends that the claim notice was given to the Respondent on 2 June 2025 because it was deemed served on the Respondent on the second business day after posting, namely Monday 2 June 2025. On that basis the Applicant contends that the date specified in the claim notice for a response by counter-notice, namely 4 July 2025, complied with the requirements of section 80(6) CLRA because it was more than one month after the notice was given.
11. The Respondent’s evidence was in its Statement of Case and the witness statement of Mr Daniel Green, an employee of Y&Y Management. Mr Green’s statement said that the office of Y&Y Management, to which the claim notice was sent, and which has the same address as the Respondent, was closed on Saturday 31 May 2025 as they do not work on weekends. He said the office was

also closed and not staffed on Monday 2 and Tuesday 3 May 2025, for religious holidays. He returned to work on Wednesday 4 June 2025 and the post was opened that day by the reception team. He was given two letters date stamped that day, being the claim notices.

12. The Respondent contends the claim notice was given on 4 June 2025, the date Mr Green says he received it. On that basis, the Respondent contends that the date in the claim notice for a response by counter-notice does not comply with section 80 (6) because the date of 4 July 2025 is not at least one month after the date on which the notice was given (the relevant date).

The Tribunal's decision

13. The issue we need to decide is whether the claim notice complied with the requirement in section 80(6) CLRA. That, in turn, depends on our finding on the question of when the notice was given to the Respondent.
14. As noted above, two copies of the claim notice were sent by the Applicant to the Respondent, one by first class post and one by special delivery. We will deal first with the date on which the claim notice that was sent by first class post was given to the Respondent.
15. We find that a claim notice was sent by the Applicant by first class post on 29 May 2025. There is some confusion as to the date this was posted arising on the documents in the evidence. The Bulk Certificate of Posting has two dates on it. First, 28 May 2025 has been written on it next to the customer signature. That is the date added by the customer, the Applicant in this case. Secondly, there is a date stamp added by the post office, Cranbrook Post office in this case. The Applicant states that the date stamp was added by the post office on 29 May 2025. The date stamp is a little blurred on the copy in the bundle but is clearly either 28 or 29 May 2025. The Respondent produced in its evidence a copy of the envelope it received with the first-class post copy of the claim notice. That is date stamped 28 May as the date of posting. Despite this confusion, we accept the Applicant's evidence that the first-class post copy was posted on 29 May 2025 and find that the post office stamp on the Bulk Certificate of Posting contains that date. It would have been

advantageous for the Applicant to contend for the earlier date for posting and we are satisfied that the Applicant is being truthful in confirming that posting took place on the later of the two days.

16. As noted above, section 111 CLRA permits notices under Chapter 1 to be sent by post.
17. Section 7 Interpretation Act 1978 provides that: “*Where an Act authorises or requires any document to be served by post (whether the expression “serve” or the expression “give” or “send” or any other expression is used) then, unless the contrary intention appears, the service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the document and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.*” This provision has been held to govern service by post under CLRA (see *Moskovitz v 75 Worple Road RTM Co Ltd* [2010 UKUT 393]).
18. Having found that the first-class post claim notice was posted on 29 May 2025, we next must decide when that letter would be delivered in the ordinary course of post for the purpose of section 7 Interpretation Act 1978. The Applicant’s case was that the ordinary course of post would result in delivery to the Respondent on the second business day after posting, namely on 2 June 2025. We agree and find that a first-class letter of this nature would be expected to be delivered on that day.
19. Pursuant to our findings on these issues, the claim notice is deemed to have been given to the Respondent on 2 June 2025 under section 7 Interpretation Act 1978 as set out above. If that is the final position, the Respondent’s challenge will fail.
20. There is however one remaining issue for us to decide. The presumption of service in section 7 is rebuttable if the Respondent can prove that the notice was not in fact delivered on the presumed date. The operation of this potential rebuttal was explained in *R v County of London Quarter Sessions Appeal Committee, ex p Rossi* [1956] 1 All ER 670:

"[Interpretation Act 1978, s 7], it will be seen, is in two parts. The first part provides that the dispatch of a notice or other document in the manner laid down shall be deemed to be service thereof. The second part provides that, unless the contrary is proved, that service is effected on the day when in the ordinary course of post the document would be delivered. This second part, therefore, dealing as it does with delivery, comes into play, and only comes into play, in a case where under the legislation to which the section is being applied the document has to be received by a certain time. If in such a case "the contrary is proved", ie that the document was not received by that time or at all, then the position appears to be that, though under the first part of the section the document is deemed to have been served, it has been proved that it was not served in time".

21. The Respondent contends that the claim notice was not delivered on 2 June 2025; instead, the Respondent says it was delivered on 4 June 2025. In the language of section 7 Interpretation Act 1978, the Respondent seeks to "prove the contrary" to the deemed date of service. We have summarised above Mr Green's evidence in support of this contention. Mr Green says the office was closed on 2nd and 3rd June 2025 for a religious holiday. He says the claim notice came to his attention when he was back in the office on 4 June 2025. However, Mr Green's statement does not give the Tribunal any information about whether post was delivered to the office on the 2nd or indeed the 3rd of June. In the ordinary course of things, post will be delivered whether anyone is present or not on the day it is delivered. Mr Green's evidence concentrates on when he received the claim notice, not when it was delivered to the address. It is for the Respondent to provide evidence to rebut the deemed service provisions in section 7 – it must show that the notice was not delivered on the deemed date to the address to which it was sent. We find that the Respondent has not so proved. We find that the Respondent's evidence shows only that the claim notice was opened in Mr Green's office on 4 June 2025 but does not prove that the notice was delivered to the office address on any day other than 2 June 2025.

22. Accordingly, we find that the claim notice sent by the Applicant by first class post was given to the Respondent on 2 June 2025.

23. Having made that finding we do not need to go on to consider when the claim notice sent by special delivery was given to the Respondent.
24. As the claim notice was given to the Respondent on 2 June 2025, the date of 4 July 2025 for a response by counter-notice was more than one month after the relevant date. The Tribunal determines that the claim notice given by the Applicant to the Respondent complies with the requirements of section 80 (6) CLRA and the Respondent's sole ground of challenge fails.
25. For the reasons given above, the Tribunal determines that the Applicant was on the day it served the claim notice entitled to acquire the right to manage. The date of this determination is 22 April 2026 and according to s.90 of the Act, the Applicant's right to manage will take effect (subject to any appeal) on 22 July 2026.

Rights of appeal

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to

appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking