FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	HAV/00HH/LSC/2025/0667
Property	**:**	32 Clarendon Court, Stitchill Road, Torquay, Devon, TQ1 1QA
Applicant	**:**	Halit Oztoplu
Representative	**:**	---
Respondent	**:**	Clarendon Court (Torquay) Management Limited
Representative	**:**	---
Type of Application	**:**	Application for a determination of liability to pay and reasonableness of service charges - Section 27A of the Landlord and Tenant Act 1985
Tribunal Members	**:**	Judge J Dobson Mr K Ridgeway MRICS Ms T Wong
Date of Hearing	**:**	5th February 2026
Date of Decision	**:**	30th March 2026

DECISION

Summary of Decision

1. **The Tribunal determines that the service charges payable for the cost of buildings insurance payable by the Applicant are £229.17 (1/36 of £8,250.00) for the service charge year 25th March 2021 to 24th March 2022 and £236.11 (1/36 of £8,500.00) for the service charge year 25th March 2022 to 24th March 2023.**

2. **The Tribunal determines that the service charges payable by the Applicant for the service charge year 25th March 2025 to 24th March 2026 are reduced by the cost of directors' and officers' insurance, so by £6.20 (1/36 of £223.32).**

3. **The Tribunal determines that the other service charges in dispute remain payable in the sums demanded.**

4. **The Tribunal grants the Applicant's applications pursuant to section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of the Commonhold and Leasehold Reform Act 2002 such that the Respondent's legal and litigation costs of the applications may not be recovered as service charges or administration charges.**

5. **The Respondent shall pay to the Applicant the application and hearing fees of £317.00 by 10th April 2026.**

Background

1. The Applicant is the lessee 32 Clarendon Court, Stitchill Road, Torquay, TQ1 1QA (2the Property"). The Property is a 1- bedroom flat. The Respondent is the freehold of Clarendon Court ("the Estate"). The Estate comprises a single block of flats built in or about the 1960s, together with grounds which include a single block of 12 garages, other parking and gardens. There are 36 flats in the Estate. There is a passing reference within the bundle to the Applicant to what appears to be the Applicant also being the lessee of another flat but no further mention of that and the only address provided on the application and in the Applicant's case is that above The Tribunal only therefore addresses matters in respect of the one identified flat, although it may be to state the obvious to say that the Tribunal would have made the same determinations in relation to each flat owned by the Applicant if it had identified any other.

2. The Respondent has only been the freeholder since 17th February 2023. Prior to that date, the freeholder was a company called Codesurf Limited ("Codesurf"), which it was common ground owned both the Estate and various other properties. It was explained and not in dispute that the directors of that company wished to retire and to sell the property portfolio. Codesurf subsequently sold off its property holding save for the Estate. The sale of the Estate fell through upon the

discovery of Japanese Knotweed. In order to enable the winding up of Codesurf, the Estate had transferred into the ownership of a newly created company, the Respondent, its successor in title. The directors of the Respondent had been directors of Codesurf.

3. It necessarily followed that it was not the Respondent which not demanded service charges prior to the service charge year ending in 2023 (24th March 2023). However, no point was raised about that.

4. The Respondent employs a managing agent, formerly Blenheim Estate and Asset Management but now FirstPort Group Limited following the acquisition of Blenheim by Firstport.

5. The Applicant made an application [117- 128] dated 15th April for determination of liability to pay and reasonableness of service charges for the years ending 24th March 2017 to 24th March 2023 and the years ending 24th March 2024, 24th March 2025 and 24th March 2026. The Applicant provided a supplementary document with the application which outlined the amounts in dispute for each year totalling £3,904.72. The Applicant further sought [129- 145] orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

6. The application as made included a sum of £85.00 of administration charges. However, that was not referred to subsequently and so the Tribunal considered did not require a determination by the Tribunal. (If it had, the Applicant would have failed to make out a prima facie case on the little provided.) It should be added that the Applicant also sought certain other orders beyond the jurisdiction of the Tribunal in relation to which consequently no determination is made. Most notably those included requests for orders for refunds and various matters in respect of future management of the Estate.

7. There have been previous proceedings between the parties taken in 2010 (including other lessees and for a period 2005/6 to 2010/11) and in 2021 and 2022 about specific service charge matters, but which the Tribunal understands were resolved without the need for a determination.

8. Directions were given on 27th June 2025 (not in the bundle) in usual terms, in this instance towards a determination on the papers. However, upon later receipt of a compliant bundle, the Tribunal decided a hearing to be necessary [155- 160]. The first hearing date was required to be adjourned for what were essentially medical reasons and hence the final hearing proceeding occurred somewhat later then usual for such cases.

9. The bundle amounted to 160 pages. Whilst the Tribunal makes it clear that it has read the bundle, the Tribunal does not refer to all the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or

documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account. Insofar as the Tribunal does refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [ ], and with reference to PDF page- numbering.

10. This is an imperfect, although perhaps as good as any, time to record that the Tribunal has been mindful of the guidance of the Senior President of Tribunals to seek to keep decisions relatively short. However, the Tribunal finds it necessary to provide its findings and reasoning on the issues. The Decision nevertheless seeks to focus solely on the key issues. Not all of the various matters mentioned in the bundle or at the hearing require any finding to be made for the purpose of deciding the relevant issues remaining in these applications. The Decision is made on the basis of the evidence and arguments the parties presented, save where clarified by the Tribunal in the hearing.

The Law in relation to service charges and jurisdiction

11. Essentially, pursuant to section 18 of the Act, the Tribunal has the power to decide about all aspects of liability to pay service charges which vary year to year and can interpret the Lease where necessary to resolve disputes or uncertainties. A party may apply pursuant to section 27A of the Act for determination of by whom, to whom, how much, when and how a service charge is payable.

12. Service charges are sums of money that are payable – or would be payable - by a lessee to a lessor for the costs of services, repairs, maintenance or insurance and the lessor's costs of management, under the terms of the Lease. The Tribunal has jurisdiction where the whole or part varies or may vary according to the costs incurred.

13. Section 19(1) in respect of costs incurred provides that a service cost is only to be had regard to insofar as it is reasonably incurred and works or services to which it related are of a reasonable standard. The Tribunal therefore also determines the reasonableness of the costs which are to be met through the service charge.

14. It is important to identify that the above all relates to residential properties. Some of those have leases which include other elements, such as a garage and may have a single service charge covering both or a different provision. The Tribunal jurisdiction does not cover elements which fall outside of residential leases.

15. The Tribunal takes into account the Third Edition of the RICS Service Charge Residential Management Code ("the Code") approved by the Secretary for State under section 87 of the Leasehold Reform Housing and Urban Development Act 1993 and effective from 1 June 2016. The Code contains a number of provisions relating to variable service charges and their collection. It gives advice and directions to all

landlords and their managing agents of residential leasehold property as to their duties.

16. The Approval of Code of Management Practice (Residential Management) (Service Charges) (England) Order 2009 states: "Failure to comply with any provision of an approved code does not of itself render any person liable to any proceedings, but in any proceedings, the codes of practice shall be admissible as evidence and any provision that appears to be relevant to any question arising in the proceedings is taken into account."

17. There are innumerable case authorities in respect of several and varied aspects of service charge disputes. Many have no direct relevance to this dispute. None were cited by a party. The Tribunal is well aware of the relevant wider law and has applied it in reaching this Decision. Given the lack of any specific authority being cited and the several sets of previous proceedings in respect of the Property and the explanations of the applicable law with regard to service charges generally set out in those, the Tribunal does not consider that it will assist to set out the law regarding service charges further.

The Lease

18. The lease provided ("the Lease") [11- 41] is dated 2nd June 1995 and grants a term of 999 years from 29th September 1984. The lease refers to being of Flat 20 but was presented as being the lease of the Property and no other lease was provided. The Tribunal treats it as therefore being the lease of the Property or if not then a lease in the same or substantively the same terms as the lease of the Property. Neither of the parties to these proceedings was a contracting party. The Tribunal notes that it may be that the Applicant does indeed own another flat and that Flat 20 is that other flat, but it cannot, as referred to above, identify that as having been stated at any point.

19. In general, the provisions of the Lease are unremarkable and provide for the usual sorts of matters, including the Respondent being responsible for repair and maintenance of the Estate and paying all outgoings. Notable matters are as follows:

    i) The Applicant is required to contribute to 1/ 36 of the costs and expenses chargeable by the Respondent as service charges (clause 1. (g));
    ii) The service charge accounting year is 25th March to 24th March (clause 5. (a) (i);
    iii) The Applicant shall pay on account such sum as the Respondent or its agent considers sufficient to meet the estimated service charges until the next due date (clause 5. (a) (ii);
    iv) The due date is 25th March (clause 3. (a));
    v) The balance service charges in respect of the expenses for the year are to be paid within 14 days of an auditor's certificate (which the Respondent shall procure (clause 6. (h)) in respect of

the service charge accounts for the previous service charge accounting year (clause 5. (a) (iii);

vi) The Applicant will additionally pay on demand 1/ 36 of any sum expended or which it might be necessary to expend in performance of the Respondent's obligations which the Respondent cannot meet from funds in hand.

vii) The Respondent shall insure for the full re-instatement value "against the usual risks for a building of this nature" (clause 6. (c) (i) and "arrange for the rebuilding and replacement costs to be professionally assessed in an endeavour to ensure that cover is at least the reinstatement value" (iii).

20. The Tribunal understands that the Applicant also holds a separate lease [31- 41] of a garage situated in the Estate in the block of similar garages. There is no direct link between that lease and the residential Lease and so it is not directly relevant for these purposes.

The Hearing

21. The hearing took place remotely at Havant Justice Centre. Mr Halit Oztoplu, the Applicant, was in attendance and Mr Nigel Scholey, a director of the Respondent, attended for the Respondent.

22. The Tribunal sought to clarify in relation to the Applicant's statement [5- 10] as included in the bundle. That was presented as an updated and clarified document. It very much appeared not to be the statement of case actually provided by the Applicant pursuant to the Directions, whereas what the parties were permitted to rely and so were able to be presented at the hearing in the hearing bundle was, only, documentation which had been provided in accordance with those Directions. That is to say that at first blush the Applicant had no entitlement to rely upon or include that document.

23. It was identified that the Applicant's case was required to be provided in June 2025. It was established after some enquiries in the hearing that the document in the bundle may have been prepared in October 2025. The Applicant did not appear to the Tribunal to understand the point about the statement therefore not having provided in accordance with the Directions and being a document on which the Applicant had no permission to rely, whereas whatever equivalent document had been provided in time and could be relied upon was not available. That was even following attempts of the Tribunal to clarify.

24. The Tribunal was concerned that limited hearing time was being expended without clarity being achieved. In the event and very much exceptionally, the Tribunal decided not to take issue with the matter. It was not clear to what extent any point of substance had been altered from any earlier statement of case- which was not before the Tribunal. More significantly, notwithstanding the Tribunal explaining the position, the Respondent's representative did not take any issue. Against that very particular background, the Applicant was permitted

to rely upon the statement of case as included in the bundle, although the parties should expect a different result to be the far more likely on any subsequent occasion. The Tribunal is somewhat re- assured that it cannot identify anything determined in favour of the Applicant which was not evidenced elsewhere in the bundle.

25. The Tribunal subsequently identified when considering its decision after the hearing had concluded that towards the end of the bundle there was an email from the Applicant to the Tribunal administration dated 10th September 2025 [153] asking that what was termed a "Final Statement of Facts" be admitted. However, it was apparent that no case management application had been made and that it had been most likely been considered by the administration that there was therefore nothing to be given judicial attention.

26. The Respondent's short statement and document confirming the Respondent's statement (which the Tribunal will term collectively as Mr Scholey's statement) [147- 150] lacked any statement of truth, with potential effect on the weight to be given to it- and rendering that document also not compliant with the Directions. The Tribunal again took a pragmatic approach and dealt with Mr Scholey stating the truth of the factual matters within the document when he gave evidence.

27. The Tribunal heard oral evidence from both Mr Oztoplu and Mr Scholey and finally brief oral closing comments. Insofar as those related to matters beyond jurisdiction of the Tribunal, the Tribunal makes no reference to them.

28. The Applicant provided a copy of the 2010 decision following the hearing as requested by the Tribunal. He also made other comments, the Tribunal is aware. However, he had not sought and been granted any permission to provide any other submissions and so the Tribunal took not account of any additional documents, which it did not read, beyond the 2010 decision.

Consideration

29. The Tribunal takes each of the heads of challenge raised by the Applicant in turn.

Insurance

30. The Applicant's case in respect of the cost of insurance centred on the cost having been reduced considerably following the instruction of a new and local insurance broker James Hallam Insurance Brokers of Plymouth. The insurance company was called Residentsline Limited.

31. The Tribunal noted that the budget sum for insurance for the 2023 to 2024 service charge year [46] was £17,755.00 but that Mr David Rayment, another director of the Respondent, had sent an email [42] a little later than that, on 10th April 2023, referring to having obtained

what he described as a very competitive quote initially in the sum of £6,261 (it seems from a copy of the policy wording [43- 45] for 29th March 2023 onwards more accurately £6,260.55) with AXA. The Applicant specifically referred to that email informing him of the cost. In the event, the insurance for the year to 28th March 2024 (so almost but not quite the service charge year) was £7,066.00 [49] see further below.

32. The Tribunal briefly pauses to repeat that the insurance year and the service charge year do not quite equate. The Tribunal agrees with the Respondent that it is not obliged to alter the period of cover to align with the service charge accounting year and no issue of principle arises with there being accruals and pre- payments.

33. However, in the absence of any indication of any more than very modest difference being made to the sums in this Decision for the sake of 4 days, the Tribunal effectively treats the reductions it makes as applying to the service charge year to which almost all (361/ 365) of a premium relates as the most practical approach to adopt. Any other approach would not alter the actual sums involved overall, only potentially very slightly how that is applied to the given specific year and then only 1/36 of that would be relevant to this Decision- a negligible sum.

34. In respect of the year 2021 to 2022, the premium paid during that service charge year was £13,092.00 (accepting that may have included a sliver of premium for the policy taken out in 2020 and the period of cover ran until 28th March 2022 so just into the next service charge year**)** according to the service charge accounts provided in the bundle [109]. In respect of the year 2022 to 2023, no figure could be identified in the bundle by the Tribunal.

35. The Applicant referred in his statement to the £13,092.00 being the figure for 2023 and the figure for 2022 being £11,915.00. However, the Tribunal considers that cannot be correct. The £13,092.00 was the sum shown as paid out in the service charge year ending 24th March 2022, so given that the service charge year and insurance year do not align that was before the 2022 to 2023 insurance year commenced on 29th March 2022. In any event, whilst the Tribunal has said that it will not seek to divide up the years for the purposes of this Decision, given that it is said that the accounts do so, the amount shown as paid out in the service charge year ending 24th March 2022 will not be exactly the same as the premium for any given insurance year**.**

36. The primary relevance of the two paragraphs immediately above is that the Tribunal can state the payable service charges for insurance in light of what it determines to be the reasonable costs, but the Tribunal cannot state the amount of the change from the actual costs incurred. That is not necessary but would have been preferred.

37. The Applicant stated in an email to Mr Scholey that ResidentsLine had quoted £4,440.00 in 2021- although that understated the figure, which rather more accurately was £4,440.49 plus insurance premium tax and so £4,973.35 all told, as set out on the Aviva quotation [85]). He said it was £6,629.00 in 2022 and that was not challenged- nor was there evidence of any more accurate figure identified. The Tribunal therefore can well understand the Applicant and/ or other lessees looking at the premium level for March 2023 onwards as compared to that for previous years and considering that the Respondent had not done what it ought to ensure a reasonable level of premium for those earlier years. The Tribunal accepted that the Applicant in raising the extent of the reduction in the cost of the insurance from the premium charged in those years to £7,066.00 (with an increased sum insured- see further below) charged in the year to March 2024 advanced a sufficient case for the Respondent to be required to demonstrate the reasonableness of the premium for the previous years challenged, so to March 2022 and to March 2023. None of that of course precluded the Respondent being able to do so.

38. The Tribunal first refers further to the challenges in respect of those years and then considers the more modest point it can identify as raised by the Applicant and applicable to the more recent years.

Insurance premium to March 2022 and to March 2023

39. The Applicant raised the fact that the Estate had been insured as part of an arrangement in relation to all of the properties held by the former freeholder. He was unhappy that he had been told both that the was a single policy for the Estate alone and that there was a policy across several properties. The Applicant wished to pay towards the insurance policy for the Estate and not, as he put it, cost for other properties.

40. The Respondent agreed that the Estate had been insured together with the other properties (12) owned by the former freeholder. Mr Scholey said that Codesurf had used a reputable insurance broker to obtain the best quote and had obtained insurance from major insurance companies, varying year to year. It had trusted the agent. Mr Scholey said that the directors were not involved and were not consulted. Neither did the directors check at any point.

41. More specifically, Mr Scholey said that "we" had bought an investment portfolio and had handed it to agent regarded as properly qualified. The company had not been involved in managing the property.

42. The Tribunal found on the matters established in the hearing that in practice there had been a policy for the Estate which was in itself separate from policies for other properties owned by the former freeholder but that the policies had a common renewal date and were dealt with as a package, the broker seeking quotes for each and that being provided by insurers. Nothing turned on that in the circumstances, although it perhaps merits recording that the Tribunal

considered that there was nothing fundamentally problematic which that approach, which is by no means uncommon where freeholders own several properties. Indeed, in the Tribunal's experience, the level of business for the insurer because of there being several properties would ordinarily lead to a lower and not a higher premium. In contrast, there being multiple renewal dates and having to approach insurers for each specific property separately would be very onerous and lose the advantages of the insurer having the greater business and any other economies.

43. The Applicant failed to demonstrate that the fact of renewing the insurance policies on all of the Respondent's properties at the same time was an irrational approach to policy renewal and failed to demonstrate that approach of itself resulted in any excessive insurance premium.

44. The Applicant said that he had introduced the new broker to the Respondent back in 2021 and that was the basis for his comparison of the potential premium for that year and the next one. He said that he had gone out and obtained best quote he could. James Hallam, the broker, had been utilised by the Applicant in the past when he had rented out properties, he said. The Applicant asserted that much lower premiums could have been obtained then.

45. It was the Respondent's case that the premium level was a consequence of the claims history. The statement of Mr Scholey referred to instances of escape of water and large claims, for example. The Respondent said that when the ownership was transferred, the Respondent was able to obtain insurance as a new owner with no claims history and so that was the specific reason why it was able to achieve the much lower premium. Mr Scholey said that a claims history was not asked for and the Respondent did not offer it.

46. The Tribunal noted that the policy documents produced for March 2024 contains nothing in respect of a claims history one way or the other. The original quote for 2023 to 2024 [43-45] just gives the cost and level of cover. The more expensive policy [49] for higher coverage was only produced to the extent of that page which simply gave the premium payable. The Tribunal relied upon the position, as not said to be disputed between the parties, that there was no history for the Respondent itself.

47. It was established that in 2023 when the Respondent owned simply this Estate and Codesurf had disposed of its other properties, Blenheim was not interested in having any ongoing involvement in the arrangement of insurance. The Tribunal noted Mr Scholey's oral evidence that Blenheim considered the new company too small, and he thought Blenheim had not wanted to deal with insurance because of the loss of the other properties.

48. Mr Scholey said in oral evidence that the Respondent was stunned by the quote received in 2023. Mr Scholey's statement contended that the lessees had been "lucky" that no questions were asked of the Respondent as new owner- the Tribunal does not consider Mr Scholey's choice of language to have been the best. Consequently, in respect of the period prior to the transfer of ownership, the Respondent argued that in practice the premium would not have been the level of the quote obtained in 2021 by the subsequent new broker because the quote was not provided with the benefit of the claims history of the then freeholder and that a quote obtained with the benefit of that history would have been significantly higher. The Applicant had not demonstrated, the Respondent asserted, that the premium paid was unreasonable for the claims history as required to be presented to insurance companies at the time.

49. The relevant question is therefore whether the Applicant has demonstrated that the insurance premium ought to have been lower even with the claims history which existed for the Estate. The Tribunal determined that he had and that the Respondent had not taken a suitable approach achieving a suitable outcome.

50. The Applicant stated that he had provided the claims history to the broker he had instructed. In response to a query from the Tribunal as to how he knew that history, the Applicant said that the Respondent had told him. It was established that was by way of a document sent to the Applicant, although part of the last of the various columns was cut off [51]. The Applicant said that was how he had received it. It was not identifiable that anything turned on that specific point.

51. The document was said to contain "Buildings Insurance Claims for the last 5 years". Two claims were listed, one of which- for the 2020- 2021 year- was said to have works not yet completed. The Tribunal understands that was sent by the Respondent's agent given the nature of the content, although no details of the sender were visible. Reference is made to Thomas Burford as the property manager and other documents in the bundle identified him as that and employed at Blenheim [e.g., 55].

52. The Tribunal accepts that document was provided during or not long after the 2020 to 2021 service charge and insurance policy years. The Tribunal accepted from the content and from the Applicant's evidence that the document was provided by him to James Hallam for the purpose of the 2021 quote obtained via that broker.

53. The Tribunal particularly notes significantly that the quotation from Aviva in 2021 [85- 89] includes a claims history of the 2020 claim identified in the emailed document from the Respondent's agent [88]. The Tribunal notes that the history set out is of all claims in the last 3 years of events and incidents which could have resulted in a claim within the last 3 years and that the earlier incident on the claims

history provided by Blenheim was in 2017 and so more than 3 years old by the 2021 quote.

54. The Tribunal finds that either the broker instructed by the Applicant in 2021 and subsequently instructed by the Respondent in 2023 provided that claims history to insurance companies or otherwise the insurance company was able to obtain that history from records to which it had access. It is abundantly clear that one way or another Aviva had the relevant claims history information.

55. Accordingly, the Tribunal rejects that Respondent's case that the quote obtained by James Hallam in 2021 reflected a lack of claims history. The Tribunal accepts the Applicant's case that the quite was provided with awareness of that history. The Tribunal finds that a quote of that level could have been obtained from Aviva in that company's knowledge of the claims history.

56. The Tribunal finds on that basis that other quotes of around that level or not massively greater than that level could also have been obtained both for that service charge year and the subsequent year. There is nothing to suggest that the £6,629.00 quoted in 2022 (by ResidentsLine) [92] would have lacked the claims history. The quoted is not out of kilter with the 2021 quote and indeed is somewhat higher, although to the sort of extent that the Tribunal would expect given its experience of other cases and references to quotes for both of those years. There were indeed also other quotes obtained by the Applicant for that year and that from ResidentsLine was not the lowest in the bundle. The lowest was from Allianz [93- 98] and that also identified the 2020 insurance claim [96].

57. The Tribunal finds that the Respondent was too laissez- faire about the insurance cost and did too little to ensure that the premium was at a reasonable level. Simply leaving matters entirely to the agent and/ or broker and taking no, at least discernible, interest in the matter was not sufficient to be a rational approach and to achieve a reasonable outcome.

58. The Tribunal finds that if Codesurf had taken an appropriately more active approach to the insurance renewal, including sufficient scrutiny of the approach taken by its agent, the premium achieved could have been significantly lower.

59. The Applicant also made reference to Blenheim receiving a commission for the arrangement of the buildings insurance. Mr Scholey in oral evidence also said that he did not know whether the "insurance broker" had received commission. He said that Codesurf received no commission and the company did not get involved in the insurance process. No information had been requested about commission. The Respondent did not directly address one way or the other the question of commission paid to Blenheim specifically.

60. It was not clear to the Tribunal whether Blenheim placed the insurance itself directly with the insurer or it did so via an insurance broker. Documents in the bundle broadly talked of Blenheim placing insurance in accordance with the requirements of the Lease but were no more specific. Hence whether the "insurance broker" in this instance means Blenheim or whether Blenheim instructed a separate broker was not clear.

61. Nevertheless, the Tribunal could not identify on the evidence presented by the Applicant any specific evidence that the premium had increased in consequence of a separate insurance broker being paid a commission. The Tribunal noted from its extensive experience of insurance policies and insurance arrangements- challenges to the extent of cover and/ or the premium paid being a very regular element of service charge disputes and determinations- that in the usual course the insurance company sets the premium at the level considered appropriate and including the profit margin and the fact that the profit may be shared with a broker does not alter the cost. The Tribunal could not identify that if the de facto broker was Blenheim, that in itself would change the situation. It is entirely possible for there to be an exception to that usual practice but required to be evidenced, which it was not. The Tribunal also could not identify on the evidence presented that Blenheim had received any separate commission additional to any commission paid to a different company as broker for the placing of the building insurance. The Tribunal noted that the Applicant has made that assertion in response to a service charge budget [63], which the content suggests was for 2022 onwards, although the specific year matters not.

62. The Tribunal noted that there was an indication that Blenheim may have received a commission or some other sum in respect of claims handling for the insurance company. Mr Scholey had indicated in an email to the Applicant dated 25th July 2023 that "the arrangement with Blenheim covered the processing of claims without any additional charge" [70]. The Tribunal understands that to mean without additional charge to the Respondent rather than relating at all to the insurance company. The Tribunal considers it unlikely that Blenheim would have handled claims without any financial return. So, there was a potential contradiction with Mr Scholey's evidence that the broker did not receive a commission if indeed that broker was Blenheim itself.

63. The Tribunal considered from its experience that Blenheim could have receive a commission from the insurance company without necessary impact on the overall premium if that was paid in return for a service being performed which would otherwise need to be performed by the insurer, for example handling claims made. Mr Scholey's email hints at such arrangement having been entered into by the insurer but no questions were asked of Mr Scholey about that point and so no other evidence was received. The Tribunal is unable to find that it is more likely that there was such an arrangement without more.

64. Most significantly, there was nothing to specifically demonstrate an increase in insurance cost because of any commission paid to Blenheim. The Tribunal is therefore unable to make a positive finding that the reason that the insurance policies actually taken out by the Respondent cost an unreasonable amount was because of commission paid to a broker or to Blenheim or for any other individual reason. None of that alters the disparity in the level of premiums and quotes, it merely means that the disparity cannot be pinned on payment of commissions on the evidence provided.

65. The Tribunal also noted the comment in the email made by Mr Scholey that quotes obtained by the Applicant would not have included the insurer or broker handling claims without a further charge. It is not apparent from the information received by the Tribunal whether that is correct. Mr Scholey did also state that Blenheim would no longer handle claims without further charge so there would be cost for the instruction of a surveyor or other professional to undertake that work.

66. The Tribunal notes that second point and so there may be an impact on the amount of service charges generally in the event of an insurance claim in the future. The Tribunal also notes an insurance policy which includes claims handling is not the same as one which does not and that it is quite possible that there would be some effect on the premium.

67. However, none of the above alters the overall effect that the premium was considerably higher than it needed to be and more than amply higher to fall outside of the range reasonably chargeable as service charges. The near triple cost of the insurance up to 2023 as compared to after 2023 could not have been explained by any reasonable sum for handling of potential claims alone, far from it, if there was one.

68. The Tribunal is mindful that there may have been a range of premiums achieved for each of the years from different insurance companies. The Tribunal does not consider that the only appropriate decision for the Respondent to have taken would have been to accept one specific quote via the specific broker proposed by the Applicant, although the Tribunal has had some regard to the Respondent apparently being relatively untroubled as to which specific insurer provided cover and there being no obvious reason why there would not have been a range of companies acceptable.

69. The Tribunal identifies that ResidentsLine is not a well- known major insurer in itself. However, the Respondent did not argue that was relevant and has accepted the company as insurer from 2023, so that it is at least not obvious that the same directors when of Codesurf would have held markedly different views at an earlier date. The Tribunal also noted that Residentsline is a member of the Axa Group and underwritten by Axa Insurance UK PLC [49].

70. Bearing in mind the potential range and bearing in mind that a policy could have been chosen which specifically included claims handling

and that is likely to have increased the premium, the Tribunal determines that the upper limit of the range of levels of building insurance premium reasonable is £8,250.00 for the year March 2021 to March 2022 and £8,500.00 for the year March 2022 to March 2023.

71. The Tribunal is able to identify from the account included in the bundle that the premium paid during the service charge year ending 2017 was £8,668.00, during the service charge year ending 2018 was £9,108.00 [both 103]. Further, the premium paid during the year ending 2019 was £9,783.00 and during the service charge year ending 2020 was £10,305.00 [both 106] and the premium paid for the service charge year ending 2021 was £11,915.00 [109]. Those are not the exact costs for a specific insurance premium given the slight difference in the year of cover and the service charge year but as noted above, any difference will be marginal.

72. Given the level of premium which James Hallam obtained in 2021, it is at least plausible that a premium of somewhere around that 2021 level- and perhaps less- may have been achievable in earlier years. However, the Tribunal has no evidence of any alternative price for those years and hence cannot know either whether a lower premium could in fact have been achieved or to what extent. The Applicant accepted that he did not have any alternative quote for those years.

73. The Tribunal declines to seek to infer from the premium which could have been achieved in 2021 that it is more likely that a similar or lower premium would have been achieved for earlier years than that actually paid out. The Tribunal does not consider it appropriate to do so. The unknowns are too great.

74. Accordingly, the service charges payable by the buildings insurance payable by the Applicant are reduced to £229.17 (1/36 of £8,250.00) for the service charge year 25th March 2021 to 24th March 2022 and £236.11 (1/36 of £8,250.00) for the service charge year 25th March 2022 to 24th March 2023.

Insurance Premium to March 2024 and thereafter

75. There are 3 topics addressed in this section of the Decision.

76. Firstly, for the avoidance of doubt, the Tribunal accepts that the budget sum provided by the Respondent of £17,755.00 was reasonable on the information known to the Respondent at time, most notably the premium which had been charged to the Respondent for the previous years.

77. The Tribunal accepts that it has determined that the premium should have been lower and that the actual service charges with it. If the Respondent had obtained insurance through James Hallam with the costs quoted for March 2021 onward to March 2022 and then similar insurance the following year, the information known to the Respondent

would have been somewhat different. However, the Tribunal does not consider that the question for the estimated charges pursuant to the budget is what those might have been on the basis of different approaches having been taken and different information having been received but rather on the basis of what was reasonable on the information known.

78. The Tribunal is content that it was a decision open to the Respondent to demand the interim service charges on the basis of the budgeted cost, not to change the budget on the basis of over or under- spends and to reconcile at the end of the service charge year, accepting that produced a credit to be applied for each lessee in the event.

79. In relation to the principal topic, the actual premium for March 2023 onward, the relevant argued raised by the Applicant was that he disputed the increase in the sum insured without the benefit of a valuation report for the Estate determining such an increase. The specific increase was of 15% or thereabouts, the Applicant in oral evidence identified 15.8%. An increase in that value had added to the premium paid in the event for the year to March 2024 from £6,260.55 to £7,066.00. That is £809.00 cost increase and £25.28 in service charges payable by the Applicant.

80. The Respondent's case was that the new broker recommended increasing the sum insured in 2023 to what became £5,575,750.00 on the basis that there had been no uplift in that sum since 2021 and that cost would have increased. In broad terms, the usual approach taken was to index- link rebuild costs, the broker said to the Respondent. A 13.1% increase in building costs was indicated just in the previous 12 months and the broker suggested given that the period since the last figures applied to the value of this Estate was approximately 15 months, a larger percentage should be adopted, proposing 15%. That is demonstrated in the email from the broker dated 18th May 2023 [50]. That page includes an email from Mr Rayment agreeing that increase. For completeness, at least part of the last revaluation report showing the reinstatement figure assessed was included in the bundle and dated 6th December 2021 [52] .

81. The Tribunal determines that the Respondent is not obliged to obtain a revaluation report from a chartered surveyor each time it obtains a new buildings policy and seeks a higher level of cover, at least provided that is within reason.

82. The Tribunal considers that the cost of such an approach would quite rightly give rise to challenge because such a formal approach is not in the usual course reasonable on such a regular basis. In contrast, the Tribunal determines that a formal revaluation should ordinarily be obtained from time to time. However, in the meantime, it would be perfectly reasonable for the Respondent to take a more informal approach and to consider the increase in re-build costs or at least a

method of calculating likely increase, which is what the broker did and hence following that advice, the Respondent did.

83. The Tribunal is content that it was far from unreasonable for the broker, who had been the Applicant's proposed broker originally and the approach of which the Applicant appears to have been content with both in respect of the relevant renewal premium for the Estate and in his previous years' instruction of the broker, to suggest an increase in the sum insured and it was reasonable for the Respondent to agree to that in the specific increased sum. There is no hint that the broker did anything other than provide what it considered to be sensible advice to ensure sufficient cover. The Tribunal determines that the 15% increase applied was a reasonable one.

84. The Tribunal considered whether that general approach was altered by the specific terms of the Lease. The Tribunal had specific regard to the particular wording used, namely, "arrange for the rebuilding and replacement costs to be professionally assessed in an endeavour to ensure that cover is at least the reinstatement value". The question was whether that wording required a departure from the general position identified above and did required a professional assessment each time that it was considered that rebuilding and replacement costs should be altered, so the reinstatement value was considered to have altered.

85. The Tribunal determined that the wording did not require anything different from the usual and sensible practice set out above. It did not, the Tribunal determined require a professional assessment each and every time that the reinstatement value was to be altered.

86. The wording did require a professional assessment and that was sensible. However, it was no more prescriptive than that. There was no statement that assessment had to be each and every time and, given the above points about the cost of such an approach which would be payable by the lessees, the Tribunal determines that the words used by the contracting parties in the context of the remainder of the Lease did not demonstrate that they sought to provided for that. The Tribunal concludes that if the contracting parties had so intended, the wording would have made that clear.

87. Further the Tribunal is content that, it will be reasonable for the same approach to be taken in other years. The Tribunal does not have information as to the approach taken for the year to 2025 and the year to 2026 but does not consider that a revaluation was necessary for either of those years, much as such a formal valuation become more appropriate as time goes on.

88. The Tribunal determines that the Applicant's challenge based on increase in the re- instatement value in the absence of a formal valuation fails.

89. A specific challenge was raised by the Applicant to the insurance policy for 2025 onwards including directors' and officers' insurance. The Applicant essentially contended that the lessees should not be required to meet that cost as providing no benefit to them.

90. The Tribunal is only persuaded that the Applicant has been able to raise even a prima facie case in relation to the period from the 2025 to 2026 service charge year for which it has in the bundle a copy of the invoice for the insurance policy taken out.

91. With regard to earlier years challenged by the Applicant, the Applicant provided no evidence as to whether such cover was held under those polices. Hence, the Applicant has not demonstrated that the point might even potentially be relevant.

92. Mr Scholey in oral evidence said that the cover had been recommended by the insurance broker. He could not point to any provision in the Lease permitting the Respondent to charge the lessees for such cover and had not recently checked the terms of the Lease. The Tribunal again considered the terms of the Lease. There was no provision for the cost of such insurance being recoverable from the lessees. The Tribunal had no difficulty in determining that any portion of the cost demanded of the Applicant was not payable by him as service charges.

93. It is no doubt of some benefit to the directors and officers of the company to have the benefit of insurance cover for their actions. However, that is a company expenses and not related directly to the building or the Estate. In the absence of the contracting parties to the Lease having agreed to the cost being able an expense which could be charged for as service charges, it is not chargeable to service charges.

94. The inclusion in the cover of directors' and officers' cover had affected the level of premium payable to an extent. The invoice from James Hallam [83] showed a sum of £223.32 for what was described as "RSA Management Liability Package" as new business. It was helpfully clear that was a separate item to the other insurance.

95. The Tribunal determined that the Applicant's challenges to the level of insurance premium for the period 24th March 2025 onward succeeds to that extent. The service charges payable by the Applicant at 1/36 of that are £6.20, so a very modest sum.

96. Finally, the Tribunal is unclear whether the Applicant's challenge to the service charges for the years to March 2025 and March 2026 includes insurance costs more generally.

97. The bundle included a quoted [98- 102] for March 2025 onward from Aviva for £7514.81 sent from a different broker to the Applicant. However, that was all. The James Hallam invoice [83] for the ResidentsLine quote accepted was more than £2,000.00 lower. That

gave nothing obviously challengeable about the quote apparently accepted by the Respondent.

98. The Tribunal determined that save in respect of the directors' and officers' insurance, the Applicant had failed to make out even a prima facie case about insurance for 2025 onward.

Reserve Fund

99. The Tribunal proceeds on the basis that the Respondent is entitled to demand service charges to maintain a reserve fund. The parties did not raise any issue about the Respondent doing so.

100. With regard to this fund, the Applicant specifically queried the reduction in the sum in the reserve fund from £63,000.00 in March 2024 to £55,000.00 in 2025. He denied that any work had been undertaken during that time which ought to be paid for via the reserve fund.

101. More generally, the Applicant disputed the service charges demanded including additional sums to be paid into the reserve fund. There had been a works programme prepared, indeed the Applicant said in oral evidence that he had helped to prepare it. The Tribunal understand from his evidence that was a 2020 document covering anticipated works over a 10- year period [67- 68]. The Applicant complained that the works had not been undertaken or had been undertaken much later than the plan provided for, at much greater cost. His case was that there was sufficient in the fund for the expenditure which might be payable from the fund. He wished the plan itself- that is to the say the works involved- to be adhered to.

102. The Applicant additionally contended that the Respondent had exaggerated work required in order to justify higher reserve demands.

103. The Respondent in the statement by Mr Scholey gave the slightly different figure of £55,500.00, which he pointed out equate to above £1,500.00 per flat. The service charge accounts identified more precisely the reserve held as 24th March 2024 to be £63,202.20 [115], the overwhelming majority being a reserve finds in respect of the flat lessees but £1,490.45 being service charges paid by the garage lessees.

104. Mr Scholey argued in oral evidence that it is necessary to ensure "decent" reserves. He said that the structure is not the best and that the felt shallow pitch roof requires a lot of maintenance. Mr Scholey also said in his statement that demands for significant sums may be beyond the means of at least some lessees. However, and notwithstanding what the Applicant said, Mr Scholey's oral evidence was that there was no planned maintenance programme or at last not that he was aware of.

105. Mr Scholey's statement also identified rather more expenditure than £8,000.00 paid for from reserve fund money in the year 2024 to 2025,

just short of £16,000.00. In oral evidence, Mr Scholey said that if the reserve fund had not been used, there would have been a huge deficit. The expenditure had to an extent been balanced by a further £6,500.00 being collected in service charges and paid into the service charge fund.

106. Mr Scholey explained about the £6,500.00 as being the sum which Blenheim had recommended per year to meet the planned costs. Bearing in mind the planned expenditure over 10 years was in the region of £140,000.00 (the specific document said £142,281.00, although presumably estimated at 2020 costings), Mr Scholey observed that £6,500.00 per year would not enable that level of expenditure to be incurred. Other documents apparently sent from the Respondent or its agent contained within the bundle had adopted a similar approach.

107. Mr Oztoplu said in closing that in 2020 the intention of the Respondent's agent had been to demand £18,000.00 from the lessees as a whole but he had got that reduced to £6,000.00, although the evidence in the bundle [78] was of a reduction to £9,000.00. The 2010 Tribunal decision had been that £5,400.00 per year to reserves was reasonable then but he said that was 15 years ago.

108. The Tribunal noted that some of the items may be appropriate uses of reserve funds- car park surface repair for example- but apparently more general repairs to lights, electrical works and survey fees were at the very least not immediately identifiable as appropriate uses of a reserve fund- but instead were just general expenditure- on the information provided to the Tribunal. Without more information about the fire protections works and roof leak works, the Tribunal declines to express any view as to which side of any line those items ought to fall- either is possible.

109. In respect of the reasonableness of sums for the reserve fund and consequent payable service charges, the Tribunal noted that the service charge budget for 2023- 24 included within the bundle did not obviously include any specific sum for reserves, although the accounts showed that the sum of £6,500.00 had been sought (and it seems from Mr Scheoley's evidence had been received). That was not explained by the parties.

110. The Tribunal noted that evidence was that the sum was the same for earlier years. The Tribunal noted what Mr Scholey said above about the service charge sum paid in the service charge year 2024 to 2025. The Tribunal lacked any specific information about 2025 to 2026 but noted that the tenor of Mr Scholey's evidence was very much that the figure had been the same.

111. The Applicant's reference to reduction in the pot is about the use of the funds and not about the service charges which had been demanded to produce that pot. The Tribunal did not consider the Applicant's rather general assertion a sufficient basis to determine that no additional reserve fund money was required or a sufficient basis on which to

conclude that the part of the service charges which related to payment into the reserve funds was not payable. The Tribunal might have done so if the dissipation of funds had led to a higher sum being demanded by way of service charges to replenish the fund in the subsequent year. That said, all else aside, if works are needed there will be cost and the use of one part of the service charges as compared to another would not obviously affect the overall amount payable. The Tribunal also did not consider that failure to follow the timing of the plan drawn up demonstrated that it had been unreasonable more generally to demand the service charges to ensure reserve funds.

112. The Tribunal therefore determines that the service charges demanded from the Applicant year by year to be paid into the reserve fund for the years involved in these proceedings have been payable as demanded. Indeed, the Tribunal has some concern that the budget prepared in 2020 will understate the costs involved. As referred to above, building costs and related are regarded as having risen significantly even in the particular 12 months mentioned and the Tribunal has been referred on numerous occasions to increases since 2020 because of various events since then.

113. The Tribunal adds that not only does the Tribunal not accept that the condition of the Estate or any part of it has been exaggerated by the Respondent but also the Tribunal does not understand the point sought to be made by the Applicant. The Respondent achieves no benefit for itself in holding reserves in the reserve account of any given sum. The expenditure which the Respondent is required to incur is payable to it via service charges, there is no profit or loss. The value of the freehold will be modest given the term of the leases, so there is no benefit to the Respondent in putting the Estate into a condition better than that which is required of the Respondent.

114. However, the Tribunal does consider it appropriate to comment on the apparent use of the reserve fund.

115. On the evidence provided, the reserve fund had been used as a sort of general slush fund. There had apparently been insufficient service charge funds for expenditure and so the Respondent had taken sums from the reserve fund to meet the costs. The Lease has a mechanism to deal with that situation, as identified above. That is for the Respondent to make additional demands for service charges. The lessees may or may not find that preferable.

116. There will no doubt need to be further service charges demanded if the level of the reserve fund is to be increased to the level which it ought to have contained and so there could be an issue then. However, overall the service charges may be no different- items need funding one way or another. The Tribunal refrains from other comment about service charges which may or may not be demanded in case any later determination from the Tribunal may be required.

117. Nevertheless, the Tribunal considers that rthere ought not to have been use of the reserve fund for at least some of the purpose for which it was used. The purpose of a reserve fund as made clear by the RICS Code is to spread the cost to the lessees as evenly as possible and avoid a large cost to the immediate lessees at the given time for major and cyclical works. The amount of the fund and sums sought to be paid into the fund should reflect a proper maintenance plan. The sum sought from service charges to add to the reserve fund should not simply be an apparently random sum. The fund ought to be maintained for the purposes for which the funds are accumulated. Use of the fund should be limited to those matters.

118. The Tribunal does not disagree and observes that is all the more reason, if any were needed, why funds in any reserve fund should not be dissipated on meeting more general expenses, even if that means that other service charges in a given year have to be to some extent higher in order to meet expenditure and to maintain the fund for the matters for which a reserve fund ought to be used.

Note

119. The service charge years to March 2025 and to March 2026 were apparently included by the Applicant in relation to his request for matters outside of the jurisdiction of the Tribunal. No service charge sums have been challenged in relation to those years. The Tribunal makes no determination about or comment on matters beyond its jurisdiction.

120. The Applicant also asserted in the hearing that more had been paid in service charge because of an insurance claim in 2020 and in 2025 and related works. He was unhappy about the cost for work to fix a cracked shower tray and also survey fees. Certain pages of the bundle related to that. He made reference to use of money from the reserve fund. The Tribunal did consider that the sum mentioned was high for replacement of a cracked shower tray and could not understand, if alleged, how replacement of a shower tray within a flat would be a matter within the responsibility of the Respondent. However, the Tribunal determined that the Applicant had failed to demonstrate the effect on any service charges and to otherwise explain sufficiently his case and so determined that the Applicant had failed to make out a case in relation to insurance claims and related works.

121. As mentioned above, if the Applicant does indeed own two flats within the Estate then on the footing that service charges for that flat have been dealt with in the same manner, the Tribunal would have adopted the same approach in respect of the second flat. Whilst therefore this Decision strictly only applies to the Property to which it refers, the Tribunal encourages the parties to proceed as if applies equally to such other flat, for the avoidance of a further application to the Tribunal with all of the related time and expense only for the same result to be produced.

Costs and Fees

122. With regard to the applications pursuant to section 20C and paragraph 5A, that any costs incurred by the Respondent in connection with proceedings before the Tribunal should not be included in the amount of any service charge payable by the Applicant pursuant to section 20C(1) of the Landlord and Tenant Act 1985. In addition, an application was made pursuant to paragraph 5A of the Commonhold and Leasehold Reform Act that the costs of the Applicant's application should not be recoverable as administration charges.

123. The Applicant said that the application in respect of the service charges had arisen in consequence of the Respondent's conduct, specifically said to be the imposition of inflated and unjustified service charges; lack of transparency regarding insurance commissions; delays in providing service charge accounts and misuse of reserve funds

124. Section 20C (3) of the 1985 Act, provides "the … Tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances". The Tribunal is given a wide discretion. The provisions of paragraph 5A are equivalent and for practical purposes the test to be applied to each limb of the applications that costs of the proceedings should not be recoverable is the same.

125. The provisions of section 20C were considered in Re: *SMCLLA (Freehold) Ltd's Appeal* [2014] UKUT 58, where the Upper Tribunal held that:

> "although [the First-tier Tribunal] has a wide jurisdiction to make such order as it considers just and equitable in the circumstances" (at paragraph 25), "an order under section 20C interferes with the parties' contractual rights and obligations, and for that reason ought not to be made lightly or as a matter of course, but only after considering the consequences of the order for all of those affected by it and all other relevant circumstances" (at paragraph 27).

126. In *Conway v Jam Factory Freehold Ltd*, [2014] 1 EGLR 111 the Deputy President Martin Rodger QC suggested that it was:

> "essential to consider what will be the practical and financial consequences for all of those who will be affected by the order, and to bear those consequences in mind when deciding on the just and equitable order to make".

127. Whilst there is caselaw in respect of general principles, in practice much will depend on the specific circumstances of the particular case.

128. The Tribunal identified that the Applicant had achieved some success in challenging service charges, although some way from success on all issues raised, and whilst this is not to be dealt with as if the question

were akin to an award of costs between parties, success or failure is certainly not irrelevant. In addition, the Tribunal noted that it had agreed with the Applicant that reserve funds had not been correctly used, although with no reduction in service charges to date arising from that. That said, the sums involved were relatively modest for the time involved in the proceedings.

129. The Tribunal was not able to identify that the Respondent had incurred legal and litigation costs in respect of these proceedings which would be recoverable. There had been limited submissions and evidence provided by the Respondent and by its directors, with no identified legal or litigation cost. Mr Scholey said in closing that he had incurred cost for the time spent by him. However, the Tribunal was unable to identify that as any cost which the Lease enabled recovery of. Further, the Lease provided for costs incurred of and incidental to preparation of a forfeiture notice and for recovery of rents (in respect of which service charges were additional rent) and did not provide for recovery of costs of proceedings such as these.

130. It was not apparent to the Tribunal that there was any need for an order disallowing recovery in the absence of there being costs which otherwise would be recoverable. However, in case it may subsequently be argued that the Lease does in fact permit such recovery and the Respondent identifies that there is anything which may fall within the scope of legal or litigation costs, the Tribunal does consider it appropriate to make a determination in response to the Applicant's application.

131. Taking matters in the round in light of the law, the Tribunal concluded that it is just and equitable to disallow recovery of legal and litigation costs pursuant to both section 20C and paragraph 5A. The section 20C and paragraph 5A applications are therefore granted.

132. In terms of fees for the application, the considerations are not exactly the same. For example, the contractual rights and obligations do not apply. In contrast, the outcome is all the more relevant.

133. As identified above, the Applicant had achieved some success, although not about some of the issues raised by him. On balance, the Tribunal concluded that the Applicant had achieved sufficient that it was appropriate for the Respondent to meet the fees of the application, which it was reasonable to assume would not have been made if the Respondent had accepted the matters determined by the Tribunal- alternatively if the Applicant had still made an application he ought reasonably to have expected that the fees would not be recovered.

134. The Respondent is therefore ordered to re-imburse the Applicant for the fees paid.

Right to Appeal

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to 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.