



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

Case reference : **LON/00BK/LBC/2025/0674**

Property : **Flat 1, Bloomfield Court, Bourdon Street, London, W1K 3PU**

Applicant : **Grosvenor West End Properties**

Representative : **Mr Harley Ronan**

Respondent : **Valeryn Limited**

Representative : **Ms Christy Burzio**

Type of application : **Determination of an alleged breach of covenant**

Tribunal member(s) : **Judge Ş Nihat
Judge N O'Brien
Mrs Rodericks MRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of Determination : **10 April 2026**

DETERMINATION

- (1) The Respondent has breached clause 3.31 of its lease by sub-letting the Property to Mr Batra without the Applicant's written consent.
- (2) The Respondent has breached clauses 3.19, 3.30 and 3.31 by short-term letting of the Property after 14 November 2025.

The Background to the Application

1. The Applicant seeks an order that a breach of covenant or a condition in the lease has occurred pursuant to Section 168(4) of the Commonhold and Leasehold Reform Act 2002. The application concerns alleged breaches carried out at **Flat 1, Bloomfield Court, Bourdon Street, London, W1K 3PU** ("the Property").
2. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides as follows with sub-section (4) shown in bold:
 - (1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c.20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.
 - (2) This subsection is satisfied if –
 - a. It has been finally determined on an application under subsection (4) that the breach has occurred,
 - b. The tenant has admitted the breach, or
 - c. A court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.
 - (3) But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.
 - (4) A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred.**
 - (5) But a landlord may not make an application under subsection (4) in respect of a matter which –
 - a. Has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
 - b. Has been the subject of determination by a court, or

- c. Has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.
3. The burden of proof rests on the Applicant. The standard of proof is the balance of probabilities.
 4. The Applicant is the registered proprietor of the land and buildings comprising Flats 1-12 Bloomfield Court, Bourdon Street, London W1K 3PU being a registered leasehold with HM Land Registry under title number NGL772927. This property is stated in the charges register to be subject to several leases one of which is Flat 1 ("the Property"), listed at item 4 in the schedule of leases in the charges register.
 5. The Respondent is a company which is the registered proprietor of the leasehold property at Flat 1, Bloomfield Court, Bourdon Street, London, W1K 3PU. It holds the Property on a lease dated 13 June 2014 for a term from 13 June 2014 to 23 June 2154 ("the Lease"). The Respondent was so registered on 17 June 2014 with HM Land Registry under title number NGL943229 and is the original lessee.
 6. The Property is a two-bedroom flat on the ground floor of a block of flats which are occupied for residential purposes.
 7. Neither party requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

Procedural History

8. On 16 October 2025, the Applicant's solicitors sent a pre-action letter to the Respondent setting out alleged breaches of the Lease. The Applicant stated that it did not receive a reply. At the hearing the Respondent's counsel, Ms Burzio, did not have instructions on whether the Respondent had replied to this letter.
9. On 4 November 2025 the Applicant made an application to the Tribunal for a determination that there had been a breach of the Lease. In its application, the Applicant relied on the following clauses of the Lease:

Clause 3.13	<p><u>General rules and regulations</u></p> <p>To abide by the rules and regulations set forth in Schedule 6 or any reasonable modifications thereof or additions thereto made and notified to the Tenant</p>
Clause 3.15	<p><u>Use</u></p> <p>Not at any time during the said term to exercise or carry on or permit to be exercised or carried on in or upon the</p>

	Demised Premises any trade profession or business whatsoever
Clause 3.19	<p><u>Use</u></p> <p>Not to permit the Demised Premises to be used for any unlawful or immoral purposes or to be occupied in such manner as shall be injurious to health whether by overcrowding within the meaning of the appropriate legislation or otherwise but on the contrary as much as possible to contribute to the respectability of the Block and to keep and use the Demised Premises as a high class private residence only without any sub-dividing but as a single unit in the occupation of a single family only</p>
Clause 3.20	<p><u>Use</u></p> <p>Except when the Demised Premises are sub-let to maintain the Demised Premises furnished and to occupy the Demised Premises personally and not to allow the same to remain vacant</p>
Clause 3.22	<p><u>Nuisance and annoyance</u></p> <p>Not to permit any noise singing piano playing of other musical or radio or sound producing or reproducing instruments so as to cause a nuisance or annoyance to the Landlord or the tenants or occupiers of other parts of the Block or any adjoining or adjacent buildings</p>
Clause 3.23	<p><u>Nuisance and annoyance</u></p> <p>Not to do or permit or suffer anything to be done in or upon the Demised Premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the tenants or occupiers of other parts of the Block or any adjoining or adjacent buildings</p>
Clause 3.29	<p><u>Assigning or sub-letting</u></p> <p>Not to assign sub-let or otherwise part with or share the possession or occupation of part only of the Demised Premises and not to take in boarders or lodgers</p>
Clause 3.30	<p><u>Assigning or sub-letting</u></p> <p>Not to sub-let the Demised Premises for the purposes of a holiday</p>

10. In Box 4.1 of the Section 4 of the Application, the Applicant noted that, *'The Property has been let by way of short-term and holiday lets. This is causing a nuisance and annoyance to neighbouring residents, particularly in terms of the noise emanating from the Property and from short term occupants entering and leaving the Property. The Property is currently listed on the booking.com site as "Spacious Central London flat – 2BHK".'*
11. The following clauses of the Lease were not expressly relied up on in the Applicant's application form, but the Applicant sought to rely on them at different points. Clause 3.31 was referenced in the first witness statement of Ms Hamid and the pre-action letter of 16 October 2025. Clause 3.12 was first raised in the Applicant's Supplementary Reply dated 27 February 2026.

<p>Clause 3.12</p>	<p><u>Alterations and improvements</u></p> <p>Not at any time during the said term (except to comply with the covenants on the Tenant's part herein contained) to make any erection in or on or alteration in or addition to the Demised Premises or the Block or in the walls or timbers of the same or in the electric wiring thereof or in the architectural decoration thereof nor to cut alter or injure any of the walls timbers or floors of the Demised Premises or the Block and to indemnify the Landlord against all actions costs claims and demands arising out of any alterations or additions carried out by the Tenant</p>
<p>Clause 3.31</p>	<p><u>Assigning or sub-letting</u></p> <p>Not to assign sub-let or otherwise part with or share the possession or occupation of the Demised Premises as a whole except that with the written consent of the Landlord (such consent not to be unreasonably withheld) the Tenant may [...]</p>

12. Directions were made on 10 December 2025 by Judge Tueje. Both parties respectively sought extensions of time to file their evidence.
13. By application dated 6 February 2026, the Applicant also sought, among other things, a variation of the directions so it could file and serve

additional witness statement evidence with its Supplementary Reply in order to address:

- a. Recent events occurring after the issue of the proceedings;
 - b. Matters arising from the Respondent's witness evidence of fact; and
 - c. Evidence linking the subject property to the online advertisements for short-term letting.
14. The reasons given for seeking this variation were that the Respondent had not replied to pre-action correspondence, had not provided details of the facts upon which it relied in its defence, and the Applicant should be given the opportunity to answer the Respondent's case.
15. On 24 February 2026 Judge Korn granted both parties' applications for extensions of time. As to the Applicant's request to address matters arising from the Respondent's evidence, Judge Korn refused this as unnecessary, stating the Applicant could already address such matters under paragraph 7 of the Directions. As to the request regarding recent events and online evidence, this was refused for lack of proper justification. However, Judge Korn stated it was open to the parties to agree to its introduction on the basis of the Respondent having a right of reply.
16. On 16 March 2026, the Applicant made an application for an extension of time to serve the Applicant's Supplementary Reply and Second Witness Statement of Nargis Hamid. On 31 March 2026 Judge Nihat granted the extension sought.

The Hearing

17. At the hearing, the Applicant was represented by Mr Ronan of Counsel. The Respondent was represented by Ms Burzio of Counsel. Mr Singh, the sole shareholder in the Respondent, had provided a witness statement, but did not attend the hearing in person.
18. At the outset of the hearing, the tribunal heard submissions on a preliminary issue concerning the scope of the Applicant's case and the admissibility of its second witness statement.
19. The Tribunal raised with the parties the issue of what they understood by Judge Korn's order of 24 February 2026 with regard to the inclusion of the Applicant's Supplementary Reply, the second witness statement of Nargis Hamid, and the accompanying CCTV footage. Ms Burzio submitted that the Applicant should either have its case dismissed or be restricted to the matters in its original application. She argued that the second witness statement had been filed in breach of Judge Korn's order and introduced entirely new allegations — including the Respondent's admitted sub-letting to Mr Batra through two assured-shorthold tenancies ("ASTs") and the Respondent's carrying out of unauthorised

works — to which the Respondent had not had an opportunity to respond. She further submitted that the Applicant had abandoned its original case and was now pursuing a fundamentally different one. She relied on *Birmingham City Council v Keddie & Hill* [2012] UKUT 323 (LC) and Rule 26(2) of the 2013 Rules.

20. Mr Ronan submitted that Judge Korn's order did not prevent reliance on the Supplementary Reply or second statement. He referred to the ruling which stated that the Applicant's request was "*refused as unnecessary as the Applicant can already address such matters under paragraph 7 of the directions*", and that it was "*open to the parties to agree amongst themselves that the Applicant can introduce this new evidence on the basis of the Respondent having a right of reply.*" As to the sub-letting to Mr Batra, he submitted that the Applicant could not have known about it when the application was made, as it was only revealed in the Respondent's own witness statement of 11 February 2026. He distinguished *Keddie* on the basis that here the Applicant was responding to the Respondent's own admissions, not raising a point the Tribunal had taken of its own initiative.

21. Having heard the parties, the Tribunal decided that:

- a. Judge Korn's order must be viewed in light of the directions of 10 December 2025, which envisaged a supplementary reply under paragraph 7. The nature of this case is one of sub-letting, put to the Respondent as early as the pre-action letter of 16 October 2025. The Respondent itself raised the letting to Mr Batra in its own evidence, and we consider that to be an issue of the same fundamental nature as the original application. The Respondent had the Reply and second statement for over five weeks before the hearing. In light of the overriding objective, we allowed the Applicant to rely on the sub-letting to Mr Batra and the newer evidence of short-term letting on Booking.com and CCTV footage.
- b. However, we refused permission for the Applicant to rely on works done to the Property as evidence of a breach. These were of a different nature to the Applicant's case as originally made, and there was insufficient detail for the Respondent or Tribunal to consider properly.
- c. On the second issue, we did not consider the Applicant had abandoned its case. The original application concerned sub-letting and misuse of the Property. The matters now pursued fall squarely within that scope. The application to dismiss was refused.

22. The Tribunal sought clarification of the Lease clauses upon which the Applicant would rely. The Applicant confirmed that it would be seeking to establish a breach of the following clauses of the Lease: **3.15, 3.19, 3.29, 3.30 and 3.31**. The other clauses were no longer pursued by the

Applicant or could not be pursued because of the Tribunal's finding on the preliminary issues.

23. The Respondent's witness statement of Mr Singh dated 11 February 2026, which was the first occasion on which the Applicant said it learned of the sub-letting, disclosed that the Respondent has sub-let the Property to Mr Deepak Batra by way of two AST agreements dated 1 April 2023 and 1 April 2025 respectively. Copies of the ASTs were exhibited to Mr Singh's statement. Mr Singh's written evidence was that Mr Batra was given immediate notice of termination on 14 November 2025 and that the locks were changed on that date.
24. Having resolved the preliminary issues, the Tribunal proceeded to hear the substantive evidence from Ms Hamid, the Applicant's property manager. The Tribunal also viewed the CCTV footage exhibited to the second witness statement of Ms Hamid, having admitted that evidence as set out above. The footage showed individuals entering and leaving the Property on the dates described in Ms Hamid's evidence.
25. In cross-examination, Ms Burzio established that Ms Hamid had not been the property manager before around September 2025 and had not reviewed the historical records for the Property before that date. Ms Burzio pressed Ms Hamid on whether, without having reviewed those records, she could be certain that consent to the sub-letting to Mr Batra had not been given. Ms Hamid acknowledged she had not looked at the records but gave evidence about the Applicant's system for recording consents. When questioned by the Tribunal, Ms Hamid accepted that she had not made a specific request to the Applicant's information officer for records relating to the Property, although she said the system went back approximately ten years.
26. Ms Burzio took Ms Hamid through the Booking.com evidence in detail. Ms Hamid agreed that there were 11 reviews on the website, that the individuals appeared to have stayed for five days or fewer, that the total recorded days of alleged stays were only 27 days over a period of approximately five and a half months (27 September 2024 to 10 March 2025), and that there were no reviews after 10 March 2025 — some six months before the screenshot was taken on 2 October 2025. Ms Hamid also accepted that the Applicant had not contacted Booking.com to verify the legitimacy of the reviews or to identify the host of the listing.
27. On the question of consent, Ms Hamid agreed that it was common for flats in the block to be sub-let with the Applicant's consent, and that the Applicant would not normally refuse consent to an AST. She accepted that she did not have direct evidence that Mr Singh knew about the Booking.com listings. She also agreed that the AST between the Respondent and Mr Batra contained a clause requiring Mr Batra to use the premises as a single private residence only, which she accepted meant Mr Batra was not permitted to sub-let for short periods of time.

28. In relation to the post-November 2025 incidents, Ms Hamid gave evidence about two specific events. The first, on 13 January 2026, involved Ms Hamid encountering a man with a backpack and leather jacket who she believed had been staying at the flat on a short-term basis, who said he had left the keys inside and confirmed he would leave a review. She accepted she had not asked him whether he had paid to stay or whether he knew Mr Singh or Mr Batra. The second event was on 9 to 11 February 2026, when Ms Hamid observed women coming and going from the flat on CCTV; she accepted she had not interacted with them. Ms Hamid also confirmed the Booking.com listing was still live as at the date of the hearing.
29. In re-examination, Mr Ronan confirmed through Ms Hamid that the Applicant had not consented to any letting and that she had not been aware of any letting prior to taking over management of the block. It was confirmed that the Respondent had not replied to the letter before action within the 21 days before the application was made.
30. Mr Ronan's closing submissions divided the case into two periods. In relation to the period prior to 14 November 2025, he submitted the position was straightforward: it was admitted that the Property had been sub-let to Mr Batra by way of two ASTs, consent was required and none had been sought or granted, and this was a clear breach of clause 3.31. He emphasised that it was never put to Ms Hamid in cross-examination that the Respondent had sought or obtained consent, and that this was an important concession.
31. In relation to the period after 14 November 2025, Mr Ronan took the Tribunal through the evidence of builders preparing the flat for upcoming bookings in January 2026, the encounter with the man in the leather jacket on 14 January 2026, the CCTV evidence from February 2026, and the continuing live Booking.com listing. He submitted that the Tribunal should look at the evidence in the round and apply common sense: on the Respondent's own case, it had recovered possession and changed the locks, so who else could have put people into occupation apart from the Respondent? He submitted that breaches of clauses 3.19 (use as a private residence), 3.29 (sub-letting of part), 3.30 (holiday lets), and 3.31 (sub-letting of the whole) were all made out.
32. Ms Burzio's closing submissions challenged the evidence on multiple fronts. On the sub-letting to Mr Batra, she argued that Ms Hamid had not conducted any proper search of the records and had not been furnished with documentary evidence to justify her conclusion that consent had not been given, noting that written consent could have taken the form of an email. She submitted that the burden of proving both the breach and the absence of consent fell on the Applicant, and that this burden had not been discharged.
33. On the post-November 2025 allegations, she argued that the Booking.com reviews all predated March 2025, that the Applicant had done nothing to verify the legitimacy of the reviews or identify the host,

and that the evidence of the two individual incidents in January and February 2026 did not establish that the individuals were paying customers or that the Respondent was responsible. She also argued that on the use clause (3.19), the Applicant had not established what the Respondent had "permitted" and relied on the fact that the AST with Mr Batra restricted use to a single private residence and that the Respondent had taken swift action to evict Mr Batra upon learning of the allegations.

34. In reply, Mr Ronan submitted that the Respondent was not positively denying anything but was merely asserting that the Applicant had not discharged its burden, and that no alternative explanation had been put forward. He emphasised that Mr Singh had not attended the hearing for cross-examination, which he said should reduce the weight given to his evidence. He also submitted that it was never put to Ms Hamid that the Respondent had in fact consented to the sub-lettings, and that a professional property manager's evidence that no consent had been given should be accepted in the absence of any contrary evidence.
35. The Tribunal noted that Ms Hamid was giving oral evidence under cross-examination for the first time. We noted that she appeared hesitant at times, however we found her to be a credible witness. She is a professional property manager with no personal interest in the outcome. Her evidence was consistent with her witness statements.

The Tribunal's Decision

36. The parties should be reassured that we have heard all of their evidence and submissions and read all of the materials we were presented with. We have taken all that material into account. This decision focusses on the key facts and issues that we must consider in order to determine the issues before us.
37. The Tribunal's determination on breaches of the Lease is as follows:
- a. There was a breach of clause 3.31 of the Lease on the basis of the sub-letting of the Property to Mr Batra by way of assured shorthold tenancies dated 1 April 2023 and 1 April 2025 without the Applicant's written consent;
 - b. There was a breach of clause 3.19 by the use of the Property for short-term holiday letting after 14 November 2025.
 - c. There was a breach of clauses 3.30 and 3.31 by the short-term letting of the Property after 14 November 2025; and
 - d. There were no breaches of clause 3.15 and 3.29.
38. We note that Ms Burzio submitted that if the Tribunal found a breach, it should determine that the breach had been remedied. We note that our jurisdiction under section 168(4) is limited to determining whether a breach has occurred. We make no finding as to whether any breach has been remedied.

39. The Tribunal has set out its reasons for finding breach below.

Clause 3.31: Sub-letting to Mr Batra (Pre-November 2025)

40. In his witness statement, Mr Singh admitted that the Respondent sub-let the Property to Mr Deepak Batra by way of assured shorthold tenancy agreements dated 1 April 2023 and 1 April 2025. Ms Hamid gave evidence that no consent was recorded on the Applicant's system, which holds records going back at least ten years. It was not put to her in cross-examination that the Respondent had sought or been granted consent. There was no positive case advanced by the Respondent that consent existed. Ms Burzio conceded in submissions that consent was necessary under clause 3.31 of the Lease but there was no evidence it had been sought or obtained.
41. We are satisfied that the Respondent sub-let the whole of the Property to Mr Batra without the Applicant's written consent in breach of clause 3.31.

Clause 3.19: Use (Post-November 2025)

42. The Tribunal finds that the short-term occupation found above is not use as a private residence. In *Nemcova v Fairfield Rents Ltd* [2016] UKUT 303 (LC), HHJ Bridge held at [53] that occupation for "*a matter of days*" is too transient to constitute use as a private residence. In *Triplerose Ltd v Beattie* [2020] UKUT 180 (LC), the Upper Tribunal endorsed that decision at [20], with Martin Rodger QC, Deputy Chamber President, stating that, "*short-term occupation by paying strangers is the antithesis of occupation as a private dwellinghouse. It is neither private, being available to all comers, nor use as a dwellinghouse, since it lacks the degree of permanence implicit in that designation.*" The Tribunal considers that the covenant in *Triplerose* was materially similar to clause 3.19 in the Lease of the Property.
43. Ms Burzio relied on *Woodfall: Landlord and Tenant* at 11.199 and submitted that the Respondent had not "permitted" the short-term letting because it had included use clauses in the AST with Mr Batra and had acted swiftly. We accept that "permit" requires either giving permission or abstaining from taking reasonable steps to prevent the act. However, after 14 November 2025 the Respondent's own case was that it had recovered possession of the Property from Mr Batra and changed the locks. Therefore, the Tribunal finds that these short-term lettings were not acts of the Respondent's sub-tenant which it "permitted" but were acts of the Respondent itself. The Tribunal is therefore satisfied that the use of the Property for short-term letting after 14 November 2025 was a breach of clause 3.19 of the Lease.

Clauses 3.30 and 3.31: Short-term Letting (Post-November 2025)

44. The Respondent's evidence is that it terminated Mr Batra's tenancy with immediate effect on 14 November 2025 and changed the locks on that date. We accept that Mr Batra vacated on or around that date. However,

we find that short-term lettings of the Property continued. On 7 January 2026, Ms Hamid spoke with builders at the Property who confirmed they were undertaking works in preparation for upcoming bookings. On 13-14 January 2026, CCTV footage showed a man with a backpack accessing Flat 1 at 21:08. Ms Hamid spoke to him as he left; he confirmed he had stayed for two nights, had left keys inside as instructed and said he would leave a review online.

45. On 9-11 February 2026, CCTV footage showed two women entering Flat 1 and leaving on 11 February 2026 with luggage. Ms Hamid's evidence was that the Property remained listed on Booking.com as at the date of the hearing.
46. The suggestion that the people seen on CCTV and/or encountered by Ms Hamid might have been friends of Mr Batra is inconsistent with the Respondent's own case that Mr Batra had been evicted, and his keys had been returned. On the Respondent's own evidence, only the Respondent had the ability to grant access to the Property from 14 November 2025 onwards. Mr Singh did not attend to give evidence and was not available for cross-examination, and the Tribunal considers this affects the weight of his evidence. We note that the Respondent did not seek to deny the specific allegations of the post-November 2025 letting and did not set out an alternative explanation for the events described by Ms Hamid, although there had been time to do so.
47. We draw the inference that the Respondent has been responsible for the continued short-term letting at the Property after 14 November 2025.
48. We are satisfied that this activity constituted sub-letting of the whole of the Property for the purposes of a holiday, in breach of clauses 3.30 and 3.31 of the Lease. The Property was listed as a whole unit on Booking.com, a platform commonly used for holiday accommodation. The short lengths of the stays also suggest the purpose was for a holiday. The Tribunal heard that the layout of the ground floor is such that Flat 2 is accessed from the external courtyard before the main entrance, whereas once inside the front entry door of the Block only the Property itself, the bin store and the porter's office (which the Tribunal was told was always locked) are accessible from the communal lobby.

Clause 3.15: Use

49. Clause 3.15 was confirmed as a clause relied upon at the outset but was not actively developed in the Applicant's closing submissions, and the Tribunal did not consider there was sufficient evidence to make out breach. In any event, the Tribunal has found a breach of clause 3.19 which covers much of the same ground.

Clause 3.29: Assigning or Sub-letting

50. We do not find a breach of clause 3.29. That clause concerns parting with possession or occupation of part only of the Demised Premises or taking in boarders or lodgers. The evidence is that the Property was

listed and let as a whole unit, and there is no evidence that only part was sub-let, nor that any occupant was a boarder or lodger. We accept Mr Ronan's submissions at [43] of his skeleton argument that, if the Tribunal accepts that the Property was sub-let after 14 November 2025, it is appropriate to find a breach of clause 3.31 rather than 3.29 in these circumstances.

Costs

51. Neither party made an application for costs. No order as to costs is made.

Name : Judge Ş Nihat Date : 6 May 2026
Judge N O'Brien
Mrs Rodericks MRICS

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