



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)
and
THE COUNTY COURT AT
BOURNEMOUTH AND POOLE**

Case reference : HAV/00HQ/LIS/2025/0016 (1)
HAV/00HQ/LIS/2025/0017 (2)

Court Claim no. : L2CW0T6M (1)
L2CW8RoH (2)

Property : Ground Floor Flat, 13 Nelson Road,
Bournemouth, BH4 9JA and
13A Nelson Road, Bournemouth, BH4
9JA

Applicant : Verity Leigh Barnes

Representative : ----

Respondent : Paul Barry Hudson (1)
Anthony Hudson Smith (2)

Representative : ----

Type of application : Transferred Proceedings from County
Court in relation to service charges and
related

Judge : Judge J Dobson
Ms T Wong

Date of Decision : 7th July 2026

TRIBUNAL DECISION AND COUNTY COURT JUDGEMENT

Summary of the Tribunal Decision

- 1. The Tribunal determines that the service charges demanded by the Applicant from the Respondent are not payable.**
- 2. The Tribunal further determines that no administration charges are payable.**

Summary of the Court Judgment

- 3. The Applicant's claim fails and is dismissed.**
- 4. No order as to costs.**

The relevant provisions are set out in the separate Order of the County Court.

Background

1. The Applicant is the landlord of 13 Nelson Road, Bournemouth, BH4 9JA ("the Property"). The Property comprises of two flats.
2. The 1st Respondent is the lessee of the flat situated on the ground floor and the 2nd Respondent is the lessee of the flat situated on the first floor.
3. The Applicant employed managing agents to manage the Property for her, being Right 2 Manage (Dorset) Limited.

Procedural history

4. The original proceedings were issued in the County Court in the name of the Applicant via J B Leitch Solicitors [possible meant to be 27- 29, although pages are blank and 30- 31]. The proceedings were transferred following a hearing at the County Court at Bournemouth and by an Order dated 29th May 2025 to be administered by the Tribunal, for the Tribunal to determine all matters within its jurisdiction, for the case to be administered by the Tribunal, and for a Tribunal Judge to decide the issues falling solely within the jurisdiction of the County Court, sitting as a Judge of the County Court. The claims were allocated to the Court small claims track.
5. Directions were issued by the Tribunal and the Court in a combined document dated 7th January 2026 [16- 23] giving usual directions for the preparation of the parties' cases and listing a final hearing.
6. Notably, in March 2026, J B Leitch applied to come off the Court record as acting on the basis that they were unable to continue to act for the Applicant. They had previously sought an extension of time for the

Applicant's case on the basis of what were said to be issues regarding their retainer. The Court took that to be correct and permitted the solicitors to come off record. The Tribunal noted the position. Relevant Directions were given and an Order was produced [24- 25}. The Applicant subsequently applied for the original trial/ final hearing date to be adjourned and, unusually, that was granted to enable her to obtain any alternative representation [4- 6].

7. Pursuant to the Directions, the Applicant produced a hearing bundle. That comprises some 345 pages.
8. Whilst the Court and Tribunal make it clear that they have read the bundle, no specific reference is made to much of the documents in this Decision, it being unnecessary to do so. Insofar as the Tribunal does to a fairly limited extent refer to specific pages from the bundle, the Tribunal does so by numbers in square brackets [].

The Lease

9. The lease of Ground Floor Flat, 13 Nelson Road and a Deed of Surrender and Re- grant (collectively "the Lease") [304- 335] and [293- 302] were provided and considered. The Tribunal understands that the lease of Flat 13A Nelson Road is in the same or substantively the same terms. The Applicant is a contracting party to the latter document: the Respondents were not original parties to either. Principally, the newer Deed extends the lease term, although it also varies the ground rent payable.
10. The "Property" as termed in the Lease is the estate also described as the Property in this Decision. The specific building on the land is termed "The Building" in the Lease. The particular flat is termed "the Demise". The "Reserved Property" with regard to which charges must be paid is defined in the Second Schedule and includes the usual elements. So too, the Demised Premises include the usual elements.
11. The Lease covers the usual sorts of matters, most of which are not directly relevant for these purposes. The service charges are described principally as "Maintenance Charges" and the costs and matters which can be included in them are defined in the Ninth Schedule. The lessee is required to pay those pursuant to paragraph 5 of Part II of the Seventh Schedule. The next paragraph provides for payments on account by two instalments on 25th March and 29th September and then paragraph 7 provides for balance payments or credits once the final service charge sums are ascertained. Paragraph 8 provides for certification.
12. In addition, the lessee must pay ground rent half on 24th June and half on 25th December and must pay as additional rent the cost of insurance. The Lessor's obligations to insure and to maintain the Reserved Property are set out in the Eighth Schedule.
13. The payments which the lessee covenants to make in the Seventh Schedule include (paragraph 4 of Part I) paying:

“all costs, charges and expenses (including Solicitors’ costs and Surveyors fees) reasonably incurred by the Lessor for the purpose of or incidental to the preparation and service of Notice under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court”

14. There is a contractual provision in respect of interest in paragraph 22 of Part II of the Seventh Schedule.

The Hearing

15. The hearing was conducted at Havant Justice Centre in person. The parties all attended. No party was represented.
16. There was something of a difficulty with regard to documents to be considered. Whilst the Tribunal and Court were in possession of the 345- page bundle mentioned above, that in itself was not in compliance with the requirements set out in the Directions. It contained pages apparently of a bundle (“the May 2025 bundle”) prepared by the solicitors who acted in the claim until early 2026 for the purpose of the May 2025 hearing at Bournemouth. At the front of that, the Applicant had added various pages of applications and Directions since the transfer to the Tribunal, although not a comprehensive set.
17. The index to the May 2025 bundle was to be found at page 27 of the PDF bundle and indicated the May 2025 bundle to have contained 249 pages. All else aside, there was therefore an apparent discrepancy of approximately 70 pages. It was clear that the 345 pages contained quite a number of blank pages. It was not clear whether that explained the entirety of the discrepancy.
18. The bundle also included, as apparently a reflection of the preparation of the May 2025 bundle, various documents which to which the label ascribed was simply “Defence”. They appeared to be documents which had been exhibited to the Defence of the 1st Respondent or at least such of those as had been copied to be included in the May 2025 bundle. There were various duplicates, poor copies, apparently random sequencing and other issues with those documents. Most notably, the incoherent collection of documents was such that it was difficult to discern which were intended to be relevant and to what element of the case.
19. The Applicant was established to have a paper copy, so inevitably without PDF numbering. The Respondents had a paper copy of the May 2025 bundle with the same problem and more. It was established that electronic copies of the 345- page bundle had been provided to the Respondents, albeit somewhat late within the last couple of days before the hearing. The Respondents had not brought that with them on any device or in paper form.
20. Substantively rather more significantly, it was identified that the 345- page bundle contained no documents in support of the Applicant’s case

other than the original Claim Forms, letters of claim dated 14th May 2024 [282- 283 and 2984- 285] and statements of account dated 15th January 2024 [287 and 289]. To that could arguably be added the Lease. There were no witness statements, service charge demands and no service charge accounts or invoices (or similar) for works and services, save for any specific ones which were somewhere within incoherent collection as part of the Defence of the 1st Respondent in the May 2025 bundle. There were equally no witness statements or additional documents from the Respondents but then they had received nothing to respond to.

21. Indeed, as the Tribunal noted following the hearing, the bundle does not include a complete Claim Form even in respect of Mr Smith and so it could not even be identified exactly what was claimed against him.
22. Mr Hudson said that he had provided a full set of documents in rather better organisation when he defended, sending that to the Court and to J B Leitch. That was not challenged. Nevertheless, no such was available to the Tribunal and Court at the final hearing.
23. The Applicant mentioned, as she had previously done in communications, that she had left the managing agent to manage the Property. More specifically, that she had been unaware of the issue of proceedings, which provided some potential explanation for the poor condition of the bundle sent to us and the lack of evidence supporting her case. That was very troubling if correct, given that proceedings were issued via solicitors. The Tribunal and Court consider it not to be appropriate to make any findings or reach any determinations about that specific matter in the circumstances, not least because that may yet be appropriate in another forum. It may have, amongst various other potential issues, been relevant to any recovery of legal costs by the Applicant but that was rendered essentially irrelevant by the outcome of the proceedings.
24. There was also the potential question of whether there being a problem with its retainer was a proper description of the issue faced by the Respondent's representative, or whether there was a more fundamental problem about which the Court and Tribunal should have been made aware by the representatives. The Court and Tribunal lack the evidence on which to make any determination on that aspect.
25. The Applicant also said that she has received a demand for payment from the managing agent. That fell beyond the scope of any determination in these proceedings.
26. Separately, it was said that the Respondents have set up a right to manage (RTM) company. It was indicated that has now taken over management of the Property.

TRIBUNAL DECISION

The jurisdiction of the Tribunal

27. The Tribunal has power to decide about all aspects of liability to pay service and administration charges in relation to residential properties and can interpret the lease where necessary to resolve disputes or uncertainties.
28. Service charge is in section 18 of the Landlord and Tenant Act 1985 (“the 1985 Act”) defined as an amount:
 - “(1) (a) which is payable, directly or indirectly, for services, repairs, maintenance[, improvements] or insurance or the landlord’s costs of management and
 - (2) the whole or part of which varies or may vary according to the relevant costs.”
29. The Tribunal can decide by whom, to whom, how much, when and how a service charge is payable (section 27A).
30. Section 19 provides that a service cost is only payable insofar as it is reasonably incurred and the services or works to which it relates are of a reasonable standard. The Tribunal therefore also determines the reasonableness of the costs which the charges sought are said to be the lessee’s contribution to. The amount payable is limited to the relevant portion of sum reasonable.
31. In particular, in relation to on account service charges, no more than a reasonable amount is payable. In relation to such estimated demands, the question is essentially one of whether the sums demanded were reasonable on the basis of the information available at the time.
32. The Tribunal commonly sets out matters relating to the basic payability of service charges and reasonableness of costs incurred to be met by such charges at greater length than above but considers that there is no need to do so in this instance in light of the matters determined below.
33. In respect of administration charges, the Tribunal’s jurisdiction is found in paragraph 5(1) of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (“the 2002 Act”). That provides the Tribunal with the power to determine by whom, to whom, how much, when and how a charge is payable.
34. An administration charges is defined in paragraph 1 of the Schedule and includes an amount payable “in respect of a failureto make a payment by the due date to the landlord”. There is no ability to demand estimated administration charges.
35. Whilst there is caselaw regarding both service charges and administrative charges, the parties did not refer to any and the

Tribunal does not consider it necessary to refer to any specific case authorities. The Tribunal is aware of and applies caselaw where relevant.

Consideration

36. The Tribunal noted the contents of the Claim Forms, which contend unpaid service charges and administration charges (although it also includes rent).
37. The Tribunal noted that the amount of each element is unclear. Hence, for example with regard to service charges, it is not apparent how much of the claim comprises such service charges. Similarly, how much is administration charges (and how much is rent to be decided upon by the County Court).
38. The Tribunal further identified issues raised by the Respondents in their Defences. Those included the failure to provide the details of the Applicant landlord, there being sums charged for works not undertaken and about the management fees. It was therefore rather obvious that there had been charges for various items, although it was difficult for the Tribunal to be clear beyond that.
39. It appeared to be the case from the statements of account which seemed to have been provided with the letters of claim, that the claim related to a period from 10th October 2022 until 21st December 2023, so the later part of the 2022 service charge year and then the 2023 service charge year assuming the service charge year to be calendar years. The statements of account appeared to start from a £nil balance at the earlier date and the balance increase to the latter date. It seemed that the claims must be those balances. Hence, it was service charges demanded between those dates and up to the end balances that the Tribunal perceived that it needed to determine the payability of.
40. It was not clear to what extent those were on- account charges and to what extent they were final charges. A number of invoices were mentioned, which the Tribunal presumed meant service charge demands. It appeared likely that there was a balancing charge or credit for any given service charge year ending December 2022 for any balance of actual service charges.
41. That was about as much as the Tribunal could discern. Assuming that the claims included on account charges, there were no budgets identifiable for the relevant period(s) based on which any on account demands had presumably been raised.
42. The Tribunal perceives all that might have been attended to in the event that the witness statements and provision of documents directed had occurred. However, it was apparent that with J B Leitch coming off record and the Applicant not then preparing the remainder of her case, that had not occurred.

43. The Tribunal determines that the Applicant had failed to meet the Respondent's argument that there had been a failure to provide the details of the Applicant landlord and so to demonstrate that there had even been valid demands on the evidence provided.
44. On that basis, no service charges were payable (they could not be payable until such time as valid demands were served, irrespective of whether the costs on which the charges were based might be reasonable).
45. The Tribunal is mindful- and noted in the hearing- that if valid demands are served, then at that point service charges will become payable, subject to other challenges succeeding. In the meantime, the charges are not payable. That is to say it is not the case that service charges are payable but the need for payment is suspended pending a valid demand. Rather, the statutory protection is such that they are not payable at all until the valid demand is made.
46. The first step to meet the Defence that the landlord's details had not been provided would have needed to be the provision of the demands demonstrating that not to be correct. The Applicant would have needed to demonstrate that the Applicant's agents had served valid demands. If the demands had been provided and included the relevant details, the Applicant could easily have done so. As the demands had not been provided, it was effectively impossible for the Applicant to show the demands to be valid.
47. Neither was there any Reply to the Respondents' Defences or any other case presented that the Respondents were incorrect in their assertion that there had been a failure to provide the Applicant's details. Hence the only position advanced was that of the Respondents that the demands lack the landlord's details. The Tribunal considered it to be more likely than not, in the complete absence of anything to the contrary, that there was something in the Respondents' assertion.
48. The Tribunal therefore finds as a fact on the cases before it that the Respondents' position is correct and that the service charge demands issued on behalf of the Applicant were not valid.
49. Given that the task of the Tribunal as given to it by the County Court was to determine the payability of the service charges within the claim, that is the end of the matter. No service charges within the Court proceedings were valid.
50. In the usual course the Tribunal would go on to determine the service charges which would be payable if it were incorrect about a matter such as validity and/ or otherwise to avoid the need for separate proceedings to be issued for the Tribunal to determine such questions. That is to say in applications to the Tribunal for determination of payable charges.
51. The same approach may be taken on rare occasions in proceedings transferred from the County Court if it is considered appropriate.

Nevertheless, the Tribunal would not have been asked by the Court to determine what might be payable in other circumstances but rather what is payable and so if it sought to consider the service charges which were not payable but which could have been, it would go some distance beyond the task the Court asked it to undertake.

52. However, in this instance it is both impossible to discern how the Tribunal could have reached any other conclusion in the face of the Defence and the lack of provision of demands and also, even if the Tribunal wished to consider the specific costs on which the demands were based, the Tribunal could not have done so. It is unable to be clear what those costs were and within which service charge year they fall.
53. The Tribunal is not prepared to spend potentially considerable time seeking to make sense of such documents as may assist with figure in various places in the bundle and without any coherent whole. That is not least in the absence of anything more than scant information in the Claim Form and where the outcome of the determination would remain that any such sums were not payable.
54. The same position arises in respect of any administration charges demanded in advance of the issue of proceedings. Indeed, there is an added element.
55. The letters of claim mention administration charges of £395.00 in respect of Mr Hudson and £265.00 in respect of Mr Smith, but gives no indication of when they were demanded. The statements of account do not contain those figures.
56. It is not apparent to the Tribunal when those administration fees were demanded, if at all. In the absence of their inclusion in the statement of account, the Tribunal considers that the more likely scenario is that the administration charges had not been demanded.
57. It stands to reason that if the charges have not been demanded, they cannot have been validly demanded.
58. The same principles about valid demands also applies as discussed in respect of service charges above. Even if there had been a demand, it would need to be a valid one and if it were not a valid one, the charges would not be payable unless and until a valid demand were made.
59. For the same reasons as set out in respect of the service charge demands, the Tribunal finds as a fact on the evidence produced that there were not valid administration charge demands served.
60. It also must follow that if the charges have not been demanded, or if they have been demanded but not demonstrably validly demanded, they cannot be payable. The Tribunal so determines.

Costs and fees

61. There were no fees payable in the Tribunal proceedings in light of the fees payable in the Court proceedings and so there is no decision for the Tribunal to make about any such fees.
62. There was no application for costs of the Tribunal proceedings. In any event, the power of the Tribunal to make positive awards of costs as between parties is a very limited one.
63. There was also no application by the Respondents for the prevention of the recovery of any costs of the Applicant as service charges or administration charges.
64. The Tribunal makes two short observations in the event that it may assist and avoid any potential future dispute about any such costs. Firstly, whilst the Applicant is able pursuant to the Lease to recover fees and costs in respect of and incidental to a forfeiture notice, including any related proceedings, and the Claim Form specifically mentions that, any such action in respect of forfeiture would have required a breach by the Respondents in failing to pay sums due, so the claim succeeding to some extent.
65. That has not happened. There is no breach by the Respondents found by the Tribunal and hence no basis for forfeiture at least within the remit of the Tribunal.
66. Secondly, given that the application failed in its entirety, it is not easy to identify how any costs incurred in pursuing the proceedings might be found to be reasonable to charge the lessees were any sought to be charged by the Applicant and that approach was challenged by the Respondents by way of an application to the Tribunal.
67. Whilst the Tribunal does not therefore disallow recovery of costs in terms, neither can it identify any basis on which such costs would be recoverable.

JUDGEMENT OF THE COUNTY COURT

68. The Court retains the titles for the parties used in the remainder of this document, rather than switching to Court titles, for continuity and for the avoidance of any confusion.
69. The Court has had careful regard to the determination of the Tribunal that no service charges or administration charges which have been demanded are payable.
70. It necessarily follows that the claim for those fails.
71. As noted above, the Claim Form includes rent, at least in the list of items it is said that the Respondents have failed to pay. The letters of claim describes ground rent and so the Court will use that latter term.
72. However, the Claim Form says that “The Claimant is the landlord and/ or management company (and any parking space).”
73. It might be considered obvious which of those possibilities the Applicant is. It might be considered obvious that the Lease either provides the lessee with a parking space or not.
74. Neither of those elements ought to be difficult for the Applicant’s claim to be clear about with a modicum of consideration by the Applicant’s representative of the position and of the Lease, not least the first one in the sense of what is the role of the party on behalf of which the Claim Form is apparently prepared.
75. The inference which the Court draws is that the solicitors either did not trouble themselves to check the status of the party on whose behalf they were instructed- and it is presumed that they were instructed by the Applicant- or did not then consider that they ought to assist the Court by presenting a claim limited to the correct information. Neither is even remotely satisfactory and the former may or may not arise from a more serious issue.
76. There is a similar point which arises with interest, claimed either as statutory interest or as contractual interest, where it can only be one or the other.
77. It follows that the fact that the Claim Form refers to rent is insufficient for the Court to be satisfied that there is any unpaid ground rent during the period for which the claim is brought.
78. The Court notes that the letters of claim sent to both Respondents includes a sum of £150.00 is payable for ground rent. However, the statements of account which the Court understands were originally attached to them, does not list an invoice of that amount.
79. There are three larger invoices which therefore could possibly include a sum as ground rent but only if such a demand could manage to be

compliant with the provisions applicable to ground rent demands and demands for whatever the balance sum might be. Nothing before the Court suggests that to be the more likely situation.

80. Even if there was a ground rent sum demanded within one of the invoices listed on the statements of account, no sum is identified in the Claim Forms. Hence, whether the claim actually included £150.00 or any other sum as ground rent, or indeed no sum at all, is unclear.
81. The Court determines that it could not find in the Applicant's favour for any given sum on the (lack of) evidence advanced and grant judgement for that sum.
82. The issues identified by the Tribunal in respect of the demands for other sums additionally give rise to concern as to whether any demand there may have been for ground rent was valid. No ground rent demands or other demands including a sum for ground rent have been provided to the Court.
83. It is right to say that the Respondents referred to provisions of statute relevant to service charge demands and not to rent demands. The Court does not assume an issue with rent demands not specifically raised by the Respondents. It may be that the Court would have found it more likely that these demands were valid in the absence of a specific challenge.
84. There is in any event no need to reach any determination on the point, which would only arise if there were rent about which to reach a decision in the first place. The Court therefore does not make any finding.
85. The largest part of the substantive claim against each Respondent is a claim for legal costs, in the sum of £1929.00 each time. That sum forms part of the total shown as the "Amount claimed" and on which the Court fee on issue is based.
86. The Court agrees with the observation of the Tribunal that legal costs may be recoverable under contractual provisions on the basis of the claim forming part of a potential process of forfeiture. They would not otherwise usually be recoverable in the small claims track. The fact of a contractual provision does not usurp the discretion of the Court as to whether to award costs. The fact that the parties have agreed costs will be payable does not compel the Court to award them. However, the Court must take careful account of the contractual provision.
87. All of the above relates to assessment of costs at the end of a claim. The substantive claim has at that point been adjudicated and the question of costs is to be dealt with.
88. None of that makes legal costs part of the substantive claim. All else aside, the Court has yet to decide whether any costs are payable.

89. Even leaving aside those matters, legal costs could only form part of the substantive claim if they had been validly demanded as administration charges in advance of the issue of proceedings and the Respondents had then failed to pay those charges. They would then have fallen within the jurisdiction of the Tribunal but that can be put to one side for now.
90. A party cannot simply decide that a sum should be paid, not demand payment and then bring proceedings claiming that unpaid sum.
91. In the same manner that there has been no provision of demands generally as recorded by the Tribunal, the Court has no demands for legal costs as administration charges. There is no evidence of a valid demand.
92. In the absence of a valid demand and that not having been paid, there cannot be a cause of action on which to base a claim. There has been no breach of contract by the Respondents. They have not been required to pay any sum of legal costs and so cannot have failed to do so, whether within any time in which such costs could have been paid without there being a breach or generally.
93. It follows that there was no basis on which legal costs could be claimed as part of the substantive claim and hence the claim for them within that claim fails.
94. The claim for interest necessarily falls in the absence of any sum being held due to the Applicant on which interest could be payable.
95. The net effect is that the claim against each Respondent fails in its entirety and must be dismissed.

Costs and fees

96. The Court is content that there is no basis for any award of costs to the Applicant.
97. The claim has failed. There is some cause for concern- although the Court makes no findings or decisions- about the circumstances in which the claim was brought, as touched on above. That may have been relevant but in these circumstances does not in the event affect the outcome. There is no prospect that the Applicant could pursue forfeiture arising from the outcome as determined.
98. There is no reason to depart from the usual positions. Firstly, that costs not in the small claims track would follow the event. Secondly, that in the small claims tracks costs are not award except in the limited circumstances provided for and none of those apply in favour of the Applicant.
99. Hence, there is no basis for any award of costs in favour of the Applicant.

100. The Respondents have represented themselves and have not at any time demonstrated in the bundle incurred any legal or other recoverable costs.
101. In any event, the provisions applicable in the small claim track apply, there being no contractual provision in favour of the Respondents to alter that. Hence, there would be no order for payment of their costs if there were any.
102. The claim having failed, it also must follow that the Applicant must bear any Court fees paid and that those should not be repaid to the Applicant by the Respondents.

ANNEX - RIGHTS OF APPEAL

Appealing against the Tribunal's decision

1. 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 date this decision is sent to the parties.
2. 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.
3. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
4. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Appealing against a reserved judgment made by the Judge in his/her capacity as a Judge of the County Court

5. A written application for permission must be made to the court at the Regional Tribunal office which has been dealing with the case. The date that the judgment is sent to the parties is the hand-down date.
6. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.
7. The application for permission to appeal must arrive at the Regional office within 28 days after the date this decision is sent to the parties.
8. The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
9. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the Regional Tribunal office within 21 days after the date the refusal of permission decision is sent to the parties.
10. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the decisions of the Judge in his/her capacity as a Judge of the County Court

11. In this case, both the above routes should be followed.