FIRST – TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**BIR/00CN/LSC/2026/0008**
Property	**:**	**Apartment 35, 105 Bell Barn Road, Birmingham B15 2GL**
Applicant	**:**	**Mr Matthew Anthony Ruston, who appeared in person**
Respondent	**:**	**Park Central Management (Central Plaza) Limited, represented by Broadoak Management Limited and Mr Peter Jolley of Counsel**
Type of Application	**:**	**An application in respect of the liability to pay and reasonableness of service charges under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act")** **An application for an Order under section 20C of the 1985 Act** **An application for an Order under paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002**
Tribunal Members	**:**	**Judge Anthony Verduyn** **Mr Nicholas Wint FRICS**
Date of Decision	**:**	**23 July 2026**

DECISION

Introduction

1. This is an application to the First – tier Tribunal, Property Chamber (Residential Property division) ("the Tribunal") to determine the liability to pay and reasonableness of service charges under section 27A of the 1985 Act, with ancillary applications under section 20C of the 1985 Act (relating to litigation costs) and under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (which can be used to reduce or extinguish the leaseholder's liability to pay an "administration charge in respect of litigation costs").

2. The application is dated 9th January 2026, and the challenge principally relates to a single item, namely decking replacement and an invoice of £3,246.87 raised by the Respondent on 5th March 2025.

3. The questions the Applicant has asked the Tribunal to address are as follows (as set out in "the Directions" of 26th January 2026):

   a) Whether the Respondent has complied with the Section 20 consultation requirements under the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) Regulations 2003 in relation to the decking replacement works.

   b) If the consultation was non-compliant, whether the recoverable amount is limited to £250 per leaseholder, pursuant to section 20(1) of the Landlord and Tenant Act 1985.

   c) Whether the service charge of £3,246.87 / £3,246.89 has been reasonably incurred, is properly apportioned, and is payable, given that the Applicant has not been provided with evidence of completion, inspection, scope, or necessity of the works.

   d) Whether the apportionment of costs between leaseholders is correct and in accordance with the terms of the lease.

e) Whether any part of the charge is irrecoverable.

f) Whether Orders in relation [to litigation costs] should be made.

4. The Directions required the Respondent to set out the "Background to the reasoning behind the decking replacement to include photos, survey reports etc." and "Justification for the replacement of the decking under the terms of the lease", to be followed by statements of case. Each party provided a bundle of documents, but the Applicant did not provide a formal Statement of Case or witness statement. Neither party sought a site inspection and so one was not undertaken.

5. The day before the trial, the Respondent provided a skeleton argument and the Applicant was given time on the morning of the hearing to consider its contents and comment on the same. Whilst this was late to provide such a document to an applicant representing himself, it usefully summarised the Respondent's position as set out in its Statement of Case and disclosure, and the Tribunal was satisfied that (following the time allowed for its consideration) the Applicant was not materially prejudiced.

6. The Applicant objected that the day before the hearing, he also received details of the apportionment of the Service Charge. Whilst he stated it was unreasonable to provide this so late; he did not then challenge the apportionment. As set out below, the apportionment for his Property had previously been explained in any event. The Applicant rightly observed that the apportionment could not be increased, but it is not alleged that this was done. It did not reduce, either.

Background

7. The Lease of the Property is dated 25th July 2014, with the original lessee being Carlos E. Ameida Garcia, the Respondent being the Lessor and Crest Nicholson Regeneration Limited being "the Developer" (or "Crest" below).

8. The Applicant purchased an assignment of the Lease of the Property in about 2018. It appears that the purchase was joint with the Applicant's wife, Mrs Samantha

Ruston, but nothing is contended by the Respondent to turn on the absence of a joint lessee as a party. Likewise, save in respect of matters of costs, nothing turns on the sale of a further assignment of the Lease of the Property which completed in or about the end of March 2026; the Applicant being liable for the sum under challenge (and having paid it to facilitate the sale and without prejudice to his claim in these proceedings).

9. The Property is a two-bedroom apartment in a block of 56. It is on the fifth floor, which is not the rooftop floor (where the decking in issue is located). The Property has an enclosed balcony (i.e. not projecting from the face of the building) overlooking common parts. The Tribunal was told that the Property comprises an entrance door to its hallway with utility cupboard, two bedrooms (one with en-suite bathroom) and living area kitchen/lounge. There is one dedicated parking space. There is a common area located over the car park.

10. The landlord is Park Central Management (Central Plaza) Limited and it is managed through an agent, Broadoak Management Limited ("Broadoak").

11. For the service charge year 2025/2026, £3,246.87 was charged to the service account for the Property in respect of replacement of decking serving the top floor.

12. The Lease sets out the obligations of the Applicant (and his wife) in respect of the service charge account. This need not be set out in full as the Lease is attached to the application. The leaseholder is required to pay a proportion of the Maintenance Expenses (Clause 4.1 and Eighth Schedule, "Covenants by the Lessee", para. 2). Maintenance Expenses are addressed in the Seventh Schedule. The "Lessees Proportion" includes at para. 1.2 "The Part B Proportion of the amount attributable to the Block costs in connection with the matters mentioned in Part "B" Section I of the Sixth Schedule and of whatever of the matters referred to in Part "B" Section II of the said Schedule are expenses properly incurred by the Lessor which are relative to the matters mentioned in Part "B" Section I of the said Schedule."

13. The relevant expenses include (at Sixth Schedule, Part B, Section I, para.5): "inspecting rebuilding repointing repairing cleaning renewing redecorating or

otherwise treating as necessary and keeping the external common parts of the Block comprised in the Maintained Property other than those parts referred to in Paragraph 2 of The Second Schedule and every part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof."

14. The "Maintained Property" is defined in the Second Schedule including at para. 1.3: "The structural parts of the Block including the roofs gutters rainwater pipes foundations floor balconies patios and walls bounding individual Dwellings therein and all external parts of Block including all decorative parts".

15. The Sixth Schedule Part B Section II provides a comprehensive list of costs liable to be incurred.

The Applicant's Case on Decking Replacement etc. Costs

16. This is succinctly stated in para.6.4 of the Application (the Applicant not providing a separate Statement of Case, as noted above, but no point being taken on this by the Respondent):

    "The Applicant disputes the service charge for decking replacement. The Respondent appears to have failed to comply with statutory Section 20 consultation requirements under the Landlord and Tenant Act 1985 and the Service Charges (Consultation Requirements) Regulations 2003. The Applicant has requested information, lease documentation, and evidence of the works, during the consultation period for the section 20 notices however these have not been considered, included and provided within the section 20 consultation period.

    "Our understanding is the work has not yet taken place.

    "Crest who are the developer for the block and Broadoak were engaged in a legal discussion in 2025 for initial remedial work on these decking areas. The basis for this legal discussion as far as we understand is that Broadoak attempted repairs on these decking areas without consulting Crest. Those repairs failed and Broakoak were seeking for Crest to pay for these works. Crest's response was that as work had been undertaken without giving them the opportunity to inspect the issue, they were no longer liable. These communications were not shared with lease holders and have been withheld on request.

"The Applicant seeks a Tribunal determination on the legality, reasonableness, and apportionment of the charge.

"The Applicant is currently selling the property. The disputed charge has been invoiced and demanded, but the works and consultation remain unresolved. Immediate determination is requested to avoid prejudice to the sale ..."

17. The Property has, of course, now been sold.

18. Apportionment of costs was queried as to its correctness and in accordance with the terms of the Lease, although (as noted above) the document detailing apportionment has not been challenged before us. Nor, in fact, were the lease terms challenged at the hearing.

19. In short, then, the Respondent was only taxed at the hearing on compliance with the procedure under the 1985 Act and the reasonableness of the service charge; the latter primarily in the context of the works not being done by Crest, for whatever reason (or paid for from other sources, like insurance). Indeed, the loss of a potential indemnity from Crest for the works undertaken was described by the Applicant at the hearing as the reason "why we end up here today".

20. In the documents disclosed with the Application Notice, the Applicant denied receipt of any first notice under the procedure for major works, and provided a copy of the (original) Second Notice dated 27th June 2024, which detailed tenders received. It had a covering letter from Ms Gemma McKell, Property Manager for Broadoak. The Notice listed 3 quotations, the lowest being Triquetra at £111,594.19 and next lowest Stair Pro at £119,657 (the third exceeded £168k). A tender summary document detailed the full cost of each quotation, taking account of Surveyor and

Project Manager fees, and VAT. This also listed 3 companies that declined to tender and 4 that failed to respond.

21. The (original) Second Notice also contained the response to an observation from one leaseholder: "Is the maintenance of private decking, which is the sole and exclusive use of the penthouse apartments, fall under the definition of "major works"." (sic.) The answer was: "The works fall under the maintained property and are defined as major works due to costs. The decking is not the responsibility of the private apartments … [a lease extract was provided] … The decking on these balconies has warped and lifted & now made them impossible to be used …"

22. The request continued seeking a description of the works, for which a specification was stated to have been provided, and copies of reports from surveyors and contractors, in response to which it was stated that "surveyor's tender documents" could be requested once the (original) Second Notice had been issues, along with disclosed costings.

23. Provided at or soon after issue of the (original) Second Notice, and disclosed by the Applicant, was an "Advice Note" from Peter Cornell of LMP Law Limited and addressing the issue of liability for the repair of the decking. It demonstrated that, on the Respondent's case, the decking was no part of the demise of any property, but formed part of the "Maintained Property" as defined; hence was the responsibility of the lessor through Broadoak.

24. The Applicant responded to email service of the (original) Second Notice on 27th June 2024 by his own email of 1st July 2024. It did not mention any failure to serve the Notice of Intention, but requested documentation: "Please provide full details of the planned scope of work including measurements and specification of proposed decking for each apartment so that the cost per square meter can be calculated. Please provide details of where the lease states that decking replacement is the responsibility of all leaseholders. Please provide full copies of the warranties that were provided during original fitting of the decking. Please provide copies of the

reports / surveys identifying the cause of warping. Warping should not occur if decking is fitted correctly."

25. The Applicant's bundle then disclosed a Second Notice dated 14th November 2024 (the "November Second Notice"). Its content mirrored the (original) Second Notice, but with a significantly increased "Tender Summary" (£153,999.98 and £165,126.66).

26. The consultation period having closed, an invoice dated 5th March 2025 followed in the sum of £3,246.87.

27. This prompted Mrs Ruston to email on 6th March 2025 stating a call had not been returned and referencing the earlier request for document. The email continued: "Additionally I highly doubt it costs 118K to repair the balconies of 3 apartments, what exactly is the issue and how were the quotes arrived at. Why is insurance not an option. This is clearly a case of building defect. The note from the solicitor is not sufficient. We require access to the lease referred to as this is one person's opinion. Who engaged the solicitor? I note from his letter that leaseholders are not liable for the cost, so I am unsure why you are approaching us and equally why this is being requested all in lump sum. Unfortunately, there is insufficient information to pay an additional cost demand. We will not be paying this invoice as stated below."

28. On 1st September 2025 Broadoak emailed, acknowledging some payments: "We are now just waiting a few remaining payments which in turn are waiting for Crest to respond on the wording of the invoice. Crest have now advised that we should proceed with this work, so as soon as the payments are received the works will commence."

29. Mrs Ruston again responded, this time the same day: "Kind reminder that you have not provided any legal confirmation that this is liability due from leaseholders and we are pending responses to the questions raised some months back. We will not be paying towards this work as mentioned. I have also asked for time from you to discuss this further which as yet you have not responded to so I am escalating this matter."

30. In fact, it is not disputed that Ms McKell had responded on 4th July 2025 with what she described as a "full tender report from the surveyors which should answer all your queries and also the advice note from the solicitor confirming responsibility of the decking as defined from the Lease."

31. On 9th September 2025, the Applicant and Mrs Ruston pursued matters further, with a lengthy email:

32. "As mentioned the tender report doesn't contain the information needed to answer the questions and we haven't had any specific follow up on the below. There is we believe another document which would help to answer those questions and which can be released to us by the surveyor on your agreement. Turning to the advice note the scope of this advice is too narrow, it appears that the solicitors have read 1 lease (presumably for one of the impacted flats) and confirmed that the balconies are not demised to the leaseholders and therefore the responsibility of the management company i.e. Crest." They go on to query their liability under their Lease: "What would ordinarily be expected is that either there is adequate building insurance to cover all maintained areas particularly where unexpected items such as balconies are included in those maintained areas and / or the defects would have been referred to the developer in the first instance to evaluate the cause of the issue and agree upon remediation. It is most unusual to have balconies maintained under the service charge and we don't believe this is what is intended under the lease. The lack of insurance means that should anyone else's balcony become defective the same problem arises as to how to have these rectified." They complain at a lack of disclosure and continue: "Crest advised us in a recent phone call that work was previously undertaken on these balconies by yourselves without discussing with them which meant they were unwilling to entertain any review work under the building warranty so we would like to understand what that work was, who undertook it, why it was not successful and whether the work was paid for / by whom. We also need to know why the issues were not referred back to Crest initially. For any new work instructed we need to know what warranty will be provided and

what occurs if the work is more extensive than planned or does not result in a permanent fix.”

33. The consultation process was then queried in full by letter of 13th November 2025 and a general complaint followed shortly thereafter.

The Respondent’s Case

34. This was set out in the statement in response, in the name of Mr Simon Spavins, of Broadoak. He states that the problem with the decking was first identified in July 2020 and was “confined to specific locations”. Remediation was completed by Compass Building and Maintenance Services (“Compass”) by mid-2021. Other documents show this was a like-for-like replacement of the decking surface. In May 2023 Broadoak discovered a more extensive problem and inspection took place in July 2023 (he exhibited photographs of deformed decking). Mr Kevin Day of “Day Associates” recommended replacement with different materials and associated works in September 2023. Mr Day identified a history of inadequate expansion spaces, also.

35. Once work was decided to be carried out, a “Notice of Intention” was sent to the Applicant and other leaseholders on 7th March 2024 (a copy is disclosed), with a further Statement of Estimates issued on 27th June 2024 (as described above), and reissued on 14th November 2024, to reflect a significant increase in material and other costs. Both had supporting documents and a “Guide to Major Works” was also issued. On 6th March 2025 the consultation was closed and invoices issued, as there were insufficient funds for the works without prepayment. A covering letter provided additional detail, including observations made and responses thereto, which confirmed that this was not an insured risk, that Crest would not pay (Crest stating “This has gone to Director level and the decision has been taken to decline your offer for us to investigate any further we do not believe that we are liable for the repairs or replacements given the materials and system used at the time of construction were appropriate and in line with industry standards at the time of installation.”). Questions over the leases and warranty were also addressed; in

respect of the latter: “The surveyor did approach the original installer & parent companies all to which we believe to not be operational anymore. In the surveyor’s opinion the level of humidity to the sub flooring will contribute to the current degree of warping."

36. Mr Spavins then continues to set out the Lease terms and exhibit documents, including the full specification for works dated November 2023 and used for the tendering process, with the resulting tender analysis of Day Associates dated March 2024. This identified the cheapest quotation by Triquetra as: “The most competitive and accurately interprets the tender documents” (Day Associates excluded the superficially cheaper Wright Weld which had not included materials and access equipment.)

37. There was also correspondence disclosed, including on 6th March 2025 an explanation sent to the Applicant and Mrs Ruston saying that no observations were received from them during the currency of the November Second Notice (i.e. consultation ending 21st December 2024) and detailing apportionment for their property as indicated by the “square footage”. Similarly, on 26th June 2025, following a chain of emails, the balconies not being demised was explained and it was stated that NHBC would not investigate further and “Crest are actually investigating all information currently & obtaining legal advice on this, so I suggest we wait until we receive their final decision before any further response”.

The Hearing

38. The Applicant opened his case, consistent with his Application and disclosure, and set out his contentions in answer to the skeleton argument. The Applicant referred to works done by Crest (when was not clear, but prior to that identified by the Respondent), then by the Compass for the Respondent (at £6,780) and then the current works. He asserted that Crest should have been pressed for an indemnity and not to do so was mismanagement: he drew attention to Day Associates initially taking this point. He considered that the second set of works had invalidated such a claim. He complained that his request for documents following the (original)

Second Notice should have been addressed. He did not take any point on liability under his Lease, but he did suggest that work to patio doors and voids beneath the decking appear to have been included, leading to quotations that were "astronomical". He pointed out that the works had not yet been undertaken. He gave evidence in his own case. Mr Spavins was primary witness for the Respondent.

39. In evidence, the Applicant was questioned by Counsel for the Respondent. The Applicant accepted the apportionment and the operation of the Lease in terms of liability, save that the works went beyond the decking and thus potentially were not shared: in particular in respect of the patio doors and voids beneath the decking. He also maintained that works should have been under warranty, voided by the works undertaken by Broadoak and Compass. He declined to comment on the photographs of the buckled decking in the Respondent's disclosure. As to attempts to contact with the decking manufacturer, he essentially asserted his ignorance as to manufacture. He maintained that the warranty by Crest ought to have been valid, and (it seems) that earlier works ought not to have been done by Compass but by Crest. He maintained his complaint at lack of disclosure of documents in the consultation process; albeit since disclosed in the proceedings (an apparent reference to the survey work of Day Associates).

40. The Applicant was concerned at the apparent change in format in some emails, but accepted that postal addresses and email addresses were correct. He stated that he relied on emails and did not open the post: "No notice has ever arrived by post insofar as I am aware. Provide proof of postage and I will accept arrived by post." He accepted that he had a partial response to his email requesting documents, being the tender report and legal advice, and accepted that further response by his wife was after the consultation period had ended. He insisted that he should not have been required to repeat his request for documents, and asserted that there were further communications, including from other leaseholders, which were undisclosed. He was unsure whether any request was made when the November Second Notice was issued. The Applicant refused to accept that the answers to observations referred to in the November Second Notice addressed the type of

concerns he raised, and he insisted that a surveyor's report (not just the tender documents) needed to be disclosed.

41. Mr Spavins gave evidence and agreed the surveyor's report was not disclosed as part of the consultation process, but he insisted the notices and other information were sufficient. There was no warranty document to disclose. He insisted the earlier repairs had been minor, with Compass simply replacing some decking. He recalled the works by Compass only had a one-year warranty. He recalled that Crest had a two-year warranty and Broadoak had tried contacting the insurers and NHBC without success: their response refusing liability were in each case clear. He insisted the process was transparent and two Second Notices were issued because of costs increases. Broadoak responded to observations and considered that they had done sufficient to meet their statutory obligations.

42. In closing, Mr Jolley for the Respondent, asserted the service on the Notice of Intention: email formats can vary depending on how they were copied and printed, but they bore the correct email address and documents were also sent by post. There was no reason to dispute service, especially since the Applicant accepted that he did not open his mail.

43. The request for further information after the (original) Second Notice was responded to and not followed up by any further request or observation, and the November Second Notice elicited no response from the Applicant at all.

44. As to works to any void beneath the patio and patio doors, Mr Jolley contended that there were "external parts" including decorative parts and thus the recoverable costs of the lessor under Schedule 2 of the Lease at para 1.3: "The structural parts of the Block including the roofs gutters rainwater pipes foundations floors balconies patios and walls bounding individual Dwellings there in and all external parts of the Block including all decorative parts". The demise (Third Schedule) included doors and windows, but not their decorative finish (para 1.1).

45. In closing, the Applicant had nothing to add to his opening observations.

Discussion and Findings

46. The Tribunal notes that, at the hearing, there was no longer any live issue over the apportionment of the charge in question. Whereas the list of apportionments for Block 132 – 105 Bell Barn Road was only disclosed shortly before the hearing, the explanation contained in an email dated 6th March 2025 detailing 1.98% based on demised area provided the same information in good time.

47. Similarly, the legal obligation asserted by the Respondent is made out by reference to the Lease and was explained in the advice disclosed in July 2024. The patios are so caught by the service charge, notwithstanding their lack of utility to the Property. Of course, it may be noted that the patio structure was, in effect, part of the roof arrangement for the block and so there was an indirect benefit of protection to the Applicant's then Property. Also, the red line identifying the Property in the Lease excluded the balcony for that flat as well: had there been similar problems with the Applicant's balcony, he would have had the benefit of repairs apportioned according to the Lease.

48. The Tribunal finds that Schedule 2 of the Lease at para 1.3 is more than sufficient to encompass the voids under the patio, as part of the patio structure. The patio doors is a slightly different matter, since there is reference to doors and windows being within the demise and these would not be "decorative parts" in common parlance. The point, however, is not a good one for the Applicant: it is apparent that disruption to the patio doors is a consequence of the failure of the surface of the patio and it rucking up. It was damage caused by the failure of the patio and part and parcel of remediation accordingly. Finally, it is noted that the specification for tender referred to the provision of 3 door sets and 2 doors (plus setting out specialist remedial works, consistent with damage secondary to the warping of the patio surface) without eliciting comment from the Applicant.

49. The Tribunal is satisfied that the consultation process required under the 1985 Act was properly conducted by the Respondent's managing agent, Broadoak. The evidence of service of the Notice of Intention was sufficient. The Applicant admitted

he did not open his mail, and the differing formats of emails was immaterial. The (original) Second Notice elicited a request for documents, to which there was a prompt response. If that disclosure was inadequate, and the Tribunal considers it was in fact sufficient, it should have been pursued further by the Applicant or Mrs Ruston. Neither the Applicant nor his wife in fact made any observations then or in response the operative November Second Notice, quite properly issued to take account of increased costs.

50. That works have not yet been done is nothing to the point when the Respondent says it has not been put in funds first.

51. This leaves the question relating to the investigation of alternative sources of money for the major works. The evidence of Mr Spavins is that the insurers, NHBC and Crest all denied liability. The manufacturer of the failed decking was investigated, but no longer trading. The Tribunal finds that, on the evidence before it, sufficient was done to investigate other sources of money for the major works and they proved fruitless. Expensive and uncertain litigation has rightly not been posited as practicable. There is no sufficient evidence to suggest that earlier works by Compass invalidated any otherwise-valid warranty: rather, the evidence is that it was too late to make a claim. In any event, the tendering process was properly and carefully carried out and litigation to compel payment from Crest or anyone else has not been demonstrated to be justified and would not be a reasonable requirement in all the circumstances.

52. The Tribunal therefore rejects the Applicant's objections. On the balance of probabilities, the service charges were reasonable. Indeed, there is no suggestion that the tender that was accepted was anything save the cheapest readily available in the market at the time.

~~53.~~ In summary, the questions posed for the Tribunal to consider and decide are:

a) Whether the Respondent has complied with the Section 20 consultation requirements under the Landlord and Tenant Act 1985 and the Service Charges

(Consultation Requirements) Regulations 2003 in relation to the decking replacement works.

The Tribunal finds the Respondent did so comply. Save for the service of Notice of Intention (which the Tribunal finds was good), there is no material lapse on the part of the Respondent. Sufficient information was provided.

b) If the consultation was non-compliant, whether the recoverable amount is limited to £250 per leaseholder, pursuant to section 20(1) of the Landlord and Tenant Act 1985.

This does not arise.

c) Whether the service charge of £3,246.87 / £3,246.89 has been reasonably incurred, is properly apportioned, and is payable, given that the Applicant has not been provided with evidence of completion, inspection, scope, or necessity of the works.

The Tribunal finds the sum claimed is justified, being reasonably incurred and properly payable and apportioned pursuant to the lease. The work is yet to be undertaken, but is based upon independent assessment of what is required, for which there is no counter-evidence.

d) Whether the apportionment of costs between leaseholders is correct and in accordance with the terms of the lease.

The apportionment is unchallenged, but adequately evidenced by the Respondent in any event.

e) Whether any part of the charge is irrecoverable;

The Tribunal finds the entire charge is recoverable. Voids below the patio form part of the Maintained Property and the decking did incidental damage to patio doors which consequently required remediation as part of the major works.

f) Whether Orders in relation costs should be made.

54. As to litigation costs, the Respondent has been vindicated in its demand for the service charge in issue. There is no basis, therefore, for any order limiting recovery from the Applicant. The Respondent has also contended that none has been demanded and liability would repose with the new owners of the Lease of the Property. The Applicant provided evidence for a £250 retention from the sale price to cover any settlement of the service charge account, which could be invoked in these circumstances and would represent a loss on his part. The Respondent has not commented on the same. It is unnecessary, however, to determine the Applicant's status on this issue, since the Tribunal does not consider that an Order would be properly made in his favour even had he retained the Lease and/or a demand been made of him.

APPEAL

55. A party seeking permission to appeal this decision must make a written application to the Tribunal for permission to appeal. This application must be received by the Tribunal no later than 28 days after this decision is sent to the parties. Further information is contained within Part 6 of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (S.I. 2013 No. 1169).

Tribunal Judge Anthony Verduyn

13th July 2026