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

| | | |
|---|---|---|
| **Case Reference** | : | **HAV/23UE/LSC/2025/0752** |
| **Property** | : | **(1) 10 Beaulieu Close, and**<br>**(2) 49 Beaulieu Close Toothill Swindon SN5 8AQ** |
| **Applicants** | : | **Mr David Onyons** |
| **Respondent** | : | **Swindon Borough Council** |
| **Representative** | : | **Mr W Potterton of Counsel,**<br>**Instructed by Swindon Borough Council** |
| **Type of Application** | : | **For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985** |
| **Tribunal Members** | : | **Mr D Cotterell FRICS**<br>**Mr J Reichel MRICS**<br>**Ms T Wong** |
| **Date of Hearing** | : | **20 May 2026** |
| **Date of Decision** | : | **28 July 2026** |

---

**DECISION**

---

## Decision of the Tribunal: Summary

1. **In relation to the specific items challenged in the application, the Tribunal determines that the amounts payable for the invoices shown in each case, for the service charge years in issue, are as follows:**

| Year | Item | Amount Payable |
|---|---|---|
| 2024 | Roof repairs & works | £7,165.23 |
| 2025 | Roof repairs & works | £6,213.50 |

2. **The Tribunal makes no order under section 20C of the Landlord & Tenant Act 1985 and Paragraph 5A Schedule 11 Commonhold and Leasehold Reform Act 2002**

3. **The Tribunal's reasons are set out below.**

## The Application

4. The application seeks determination of liability to pay and/or reasonableness of service charges under s.27A of the Landlord & Tenant Act 1985 in relation to numbers 10 and 49 Beaulieu Close Toothill Swindon SN5 8AQ (the Properties each a Property). The application was dated 12 August 2025. The Applicant challenges service charges levied in 2024 (£7165.23), and 2025 (£6,213.50) in relation to each of the Properties. The application listed items in issue for each of the service charge years, notably works to the Properties' roofs.

5. By Directions given on the 13 January 2026 and further Directions given on the 6 February 2026 following a case management hearing on that date, the issues for which the applicant seeks determination were identified as: (a) Whether service charges demanded for the years 20204 and 2025 are payable and if so, are reasonable in amount. (b) Whether an order under section 20C of the 1985 Act and/or paragraph 5A of Schedule 11 to the 2002 Act should be made.

6. The application was heard on the 20 May 2026 Havant Justice Centre, Elmleigh Road, Havant. The parties provided, and the Tribunal read and considered, a main bundle of 244 pages.

7. The Applicants' case was supported by a statement of case, and a witness statement from Mr Onyons, also from Mr Ashley Cain of Moovahome, and Mr Daniel Hannon and a response to the Respondent's statement of case. The Respondent's case was supported by a statement of case and statement prepared by Ms Vicky Lewis of Swindon Borough Council (SBC), a position statement

prepared by Mr Hashimi, solicitor for SBC, and a witness statement from Mr Chris Brannan, service delivery manager for SBC referencing a report of Michael Kilbey Associates Ltd. Mr Potterton of Counsel instructed by SBC appeared for the Respondent. At the hearing each witness having given their evidence in person, was cross examined, and answered questions from the Tribunal.

## Background

8. The Properties are located on the western outskirts of Swindon a short distance from Junction 16 of the M4. They are situated within purpose-built apartment blocks containing **similar** flats and arranged over ground and two upper floors.

9. The Applicant is leaseholder of No.49 and former leaseholder of No.10. The Respondent has been the freeholder since the original development of the Properties.

## The Leases

10. The bundle included a copy of the lease of both Properties. The lease of Flat 49 is in a similar form to the Applicant's lease of No.10, and is dated 5 September 1988 and grants a term of 125 years from the date of the lease.

11. The extent of the demised flat is described in section 1 of the lease, being "…*ALL THAT FIRST FLOOR FLAT known as 49 Beaulieu Close Toothill Swindon Wiltshire and comprising the accommodation shown edged blue on the Plan numbered 1 annexed hereto (including the ceilings of the said flat and the internal walls up to the same level but not the floor of the flat above nor the ceiling of the flat below (if any) which said flat comprises part of the building shown edged red on the plan numbered 2 annexed hereto (hereinafter called "the Building") (ALL WHICH said flat is hereinafter called 'the property') ALL which the property and the Building comprise part of the land registered under the above mentioned title number TOGETHER with the rights set out in Clause 2 hereof.*"

12. The freeholder's repairing covenants are set out in section 6 of the lease, in terms: "*(2) Without prejudice to the Council's obligations under paragraph 14 of Part III of the Sixth Schedule to the Act the Council hereby covenants with the Lessee as follows: … (ii) To keep the structure and the exterior of the property and the Building Including drains gutters and external pipes and any other property over or in respect of which the Lessee has any right by virtue of this lease or the Act in repair including making good any structural defects therein*". The act referenced being the Housing Act 1985.

13. The leaseholder is obliged by section 4 of the lease: "… *To pay a service charge to the Council amounting to One Tenth (hereinafter called the 'said proportion' of the costs reasonably incurred by the Council (a) in complying with its obligations under paragraph 14 of Part III of the Sixth Schedule to the Act, (b) in carrying out the covenants contained in Clause 6(2) hereof (İncluding the Council's reasonable administrative and management costs in respect thereof) and (c) in carrying out any, Improvements to the Building and the property. Payment of the said service charge and the ground rent referred to in sub-clause (1) of this Clause shall be made by way of equal quarterly instalments the first to be paid on the date hereof and the remaining instalments to be paid at intervals of 3 months thereafter and on the same days in future years. The service charge shall be based on the Council's reasonable estimate of the annual cost of complying with the matters as aforesaid and the said administrative and management costs Provided always that at the end of the first five years of the term hereby granted (and each succeeding five years) the Council will produce a Settlement Account showing the actual costs incurred by them in the reasonable discharge of its obligations under paragraph 14 of Part III of the Sixth Schedule to the Act, the covenants contained In Clause 6(2) hereof (Including the Council's reasonable administrative and management costs in respect thereof) and any improvements carried out to the Building and/or the property as compared with the payments made by the Lessee during the said five year period and the difference between such amounts shall be calculated. If the said proportion of the amount expended by the Council as aforesaid shall exceed the payments in respect of the said service charge actually paid by the Lessee then such difference shall be paid to the Council by the Lessee and if the payments in respect of the said service charge actually paid by the Lessee exceeds the said proportion of the amount expended by the Council such difference shall be repaid to the Lessee by the Council. Any such payments to be made within twenty-eight days of the said Settlement Account being sent to the Lessee*".

**The Issues**

14. The issues raised by the Applicant is that original roofing works undertaken around 2008-9 were carried out in a negligent fashion and the costs being sought by SBC for re-roofing were not reasonably incurred because the original works implemented under their management were inadequate.

15. The service charge items challenged all relate to the roofing works. In particular

    a. in relation to No.10 Beaulieu Close, a service charge amount for works in 2024 in the amount of £6,024.71 (plus an addition £188.79) was demanded as a precondition for consenting to the sale of the lease of that Property.

b. In relation to 49 Beaulieu Close a service charge amount for works in 2024 of £7093.35 was specifically for roof works.

c. In relation to 49 Beaulieu Close any service charge amount for roof works is similarly contested.

16. In the Applicant's position statement, he sought a determination on whether the charges are payable and whether they were reasonably incurred. He submitted that the current reroofing project stems from failures in earlier roof works carried out by SBC in 2009, and refers to a 2011 case, in which the tribunal found that SBC had not complied with consultation requirements and limited leaseholders' liability to £250 in each case. The Applicant contends that SBC, having planned, overseen and approved the original works, bears responsibility for any subsequent defects.

17. SBC had, according to the Applicant, later informed leaseholders that roof surveys had found the existing tiles unsuitable for the roofs' shallow pitch and that widespread repairs and leaks made full roof replacement necessary. SBC therefore initiated a new s.20 consultation and sought contributions from leaseholders, including charges of approximately £5,647 for No. 3, £6,025 for No. 10, and £7,165 for No. 49.

18. The Applicant disputes these charges, maintaining that leaseholders should not bear the cost of correcting work that was allegedly defective from the outset. He states that the original contractor no longer exists and that guarantees or insurance protections have not been successfully relied upon, which he believes reflects a failure of due diligence by SBC.

19. The Applicant also complains that disputed charges were recovered through the conveyancing process as a precondition of granting consent to assign, when properties were sold, effectively preventing completion until payment was made. He considers this unfair given that the charges were being challenged and tribunal proceedings were contemplated.

## The Evidence

20. The parties submitted written evidence and statements of case as mentioned above.

21. In his witness statement, the Applicant sets out details of a long-running dispute with SBC concerning roof replacement works at Beaulieu Close. He mentions recurring roof leaks in the early 2000's affecting flats at Beaulieu Close. Between 2006 and 2008, SBC repeatedly attended reports of water ingress and after several inspections and patch repairs failed to resolve the problems, SBC concluded that continuing repairs were not cost-effective and decided that full roof replacement was necessary.

22. SBC then undertook a substantial reroofing project on Blocks 1, 5 and 6 (properties 1–30) between late 2008 and April 2009. According to the statement, SBC's own surveyor, considered the works successful and recommended that the remaining blocks in Beaulieu Close be reroofed over the following 5 years SBC identified widespread issues including failing roof tiles, defective felt, inadequate guttering and deteriorating flashing, and concluded that comprehensive reroofing was more economic than ongoing repairs.

23. The Applicant asserted that the wider reroofing programme never materialised. Following the 2009 works and a LVT hearing in 2011 (which had limited leaseholders' liability for the earlier works to £250) further planned reroofing ceased. The Applicant submits that despite SBC's stated intention to reroof all remaining blocks within 5 years, little was done for almost 12 years.

24. From 2021 onwards, roof problems re-emerged and SBC began commissioning responsive repairs. Service charge accounts for Flat 49 show numerous roof-related works, including leak investigations, scaffolding, gutter repairs and drainage works. In 2022, SBC commissioned an independent roof inspection, which the Applicant says largely confirmed concerns already identified in 2011 about the condition of the roofs and the need for substantial future works.

25. A new Section 20 consultation process was then initiated for Block 3 in late 2022. The Applicant disputes the way roof works were categorised and charged. He contends that many substantial roofing costs were recorded as "Responsive Repairs & Maintenance to Communal Areas" rather than being treated as major works, despite the scale and value of the works. He points to numerous roof renewal, scaffolding and associated costs charged through service accounts and argues that these were effectively reroofing projects that should have been treated differently.

26. He further submits that the original 2009 works may have been defective or carried out using unsuitable materials, leading to premature failure and the need for extensive further expenditure and challenges whether adequate guarantees, insurance arrangements, or latent defect protections, were put in place when the original works were undertaken, noting that contractors involved later ceased trading and that SBC stated no effective guarantee was available.

27. The Applicant also described the impact of the disputed service charges on property sales. He states that SBC required disputed service charge amounts to be paid before providing information necessary for the conveyancing of Flats 3 and 10, delaying completion of sales.

28. Under cross examination the Applicant confirmed that the 2011 Tribunal decision was in relation to incomplete consultation processes rather than any findings relating to the quality or specification of works carried out. He also explained his view that, notwithstanding the original roofing contractor from 2009 was now insolvent rendering their warranty of no value, there had been

opportunity before they ceased trading to have pursued a claim that their 2009 work was faulty.

29. In his evidence, Mr Cain managing agent for properties at 3, 10 and 49 Beaulieu Close gave evidence based on his involvement in managing the properties and dealing with roof-related issues over many years, mentioning that roof leaks have been a recurring problem at the Properties. Referencing roof works from 2009 he suggested that subsequent defects should have been addressed under the original contractor's guarantee or SBC. In his view, the persistence of leaks suggests that the original works were either not completed to the required standard or that the obligations under the guarantee were not properly fulfilled. He set out a view that the freeholder had responsibility for overseeing the guarantee arrangements and that it is inequitable to transfer the financial burden of remedial roof works to leaseholders who had no control over those arrangements.

30. In his evidence, Mr Hannon explained his belief that the charges by SBC for the roof replacement were not reasonable due to the short period of time between the roof replacement in 2009 and the second replacement in 2024. He suggested that the 2009 repair was substandard reflecting a lack of due diligence by SBC in selecting a contractor.

31. For the Respondent Ms Lewis set out the SBC's response. She explained that the 2008-9 works were the subject of a tribunal decision in 2011, which limited leaseholders' contributions to £250 because SBC had failed to comply with Section 20 consultation requirements. She contended that that the present dispute concerned an entirely separate set of reroofing works undertaken between October 2023 and March 2024. In relation to Flat 49, SBC noted that the roof had never previously been replaced and therefore could not have been covered by, or affected by, the 2011 tribunal decision concerning Flat 10 and that any suggestion that the earlier £250 limitation applies to Flat 49 is legally unfounded.

32. She explained that the Respondent relied on the lease terms requiring leaseholders to contribute towards reasonable costs incurred in maintaining and repairing the structure and exterior of the building, including roofs. In this case, the roofs were in disrepair and that reroofing was necessary, a conclusion supported by the 2022 survey report that recommended full roof replacement. SBC also noted that it absorbed certain patch-repair costs before the replacement project proceeded.

33. A significant issue in the case, she suggested, is whether SBC complied with statutory consultation requirements. SBC maintained that it followed the full consultation procedure, issuing notices in November 2022, responding to observations in January 2023, providing estimates in June 2023, and notifying leaseholders of the contract award in August 2023. SBC further points to

correspondence from Mr Cain, as evidence that the consultation documents were received and discussed at the time.

34. Regarding the cost of the works, it was noted by the Respondent that the Applicant had not challenged the quality of the reroofing carried out in 2023/24, nor suggested a cheaper alternative contractor. SBC awarded the contract to the lowest of 3 quotations received and that the costs claimed reflect the leaseholder's proportionate contribution.

35. With regard to historic neglect and failed guarantees, SBC explained that the original contractor, Coleman Roofing, went out of business and that the successor company would not honour the guarantee, leaving no practical route to recover costs from the contractor. SBC argued that building insurance would not cover defects arising from poor workmanship or normal deterioration and submitted that the Applicant had not produced evidence showing that the 2023/24 costs would have been avoided or materially reduced had SBC acted differently in the past.

36. In his evidence Mr Brannan, Delivery Manager at SBC explained the rationale for undertaking the 2023 reroofing project at Beaulieu Close. He mentioned that he became involved with the project after joining SBC in 2021 having no direct involvement in the earlier roof replacement works. He stated that the earlier works affected Block 1, including Flat 10, but had not included Block 3, where Flat 49 is located. According to his evidence, Block 3 had only received patch repairs before the 2023 project.

37. By 2022, repeated roof repairs across Blocks 1–6 had led SBC's responsive repairs team to conclude that continuing patch repairs was no longer effective. The team had reported that the roofing tiles installed on the buildings were unsuitable for the roof pitch and were failing. SBC commissioned Michael Kilbey Associates in July 2022, whose report recommended stripping the roofs and installing a more suitable roofing system. Following receipt of this report, SBC decided that reroofing all 6 blocks was necessary and commenced a s.20 consultation process.

38. During consultation, it became apparent that Block 1 had previously been reroofed by Coleman Roofing. However, Mr Brannan stated that the company was no longer trading and that information about any guarantees could not be obtained, making it impractical to pursue any claim under warranty.

39. The reroofing contract was awarded to Milestone Contracting as the lowest bidder. The works, completed between October 2023 and March 2024, included removal of the existing roof system, installation of new felt, battens, tiles, insulation, ventilation, gutters and related components. Mr Brannan states that since completion of the works, recorded roofing repairs have significantly reduced, and no further roofing issues have been logged for Blocks 1 or 3.

**The Legal Principles**

40. The law requires that service charges must be reasonably incurred, and are payable only where works are carried out to a reasonable standard. In this respect, the Landlord & Tenant Act 1985 at section 19 says:

*Section 19 - Limitation of service charges: reasonableness.*

*(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—*

*(a) only to the extent that they are reasonably incurred, and*

*(b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard; and the amount payable shall be limited accordingly.*

*(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.*

41. The Applicant does not contend that the costs incurred by the Respondent for the reroofing works have been unreasonably incurred within the meaning of section 19, rather, the point of challenge is that the costs incurred should not be payable because they were caused by the Respondent's alleged breach of their covenants to repair in the Leases in the earlier re-roofing works which, had they been done properly would have avoided much or all of the expenses now in contention.

42. The Applicant contends that reasonableness of service charge is in issue now by reason, in effect, of the historic neglect of the Properties (more particularly the roofing of the buildings within which they are situated) and specifically by reason of the inadequacy of works carried out in 2008-9 – although this would only be relevant to Flat 10 since no reroofing had been carried out previously at Flat 49's building

43. The approach to the remedy that is potentially available to leaseholders in such cases was confirmed by the Lands Tribunal in <u>Continental Property Ventures Inc v White [2007] L&TR 4</u> in which HH Judge Rich QC held:

*"[T]here can be no doubt that breach of the landlord's covenant to repair would give rise to a claim in damages. If the breach results in further disrepair imposing a liability on the lessee to pay service charge, that is part of what may be claimed by way of damages. At least to that extent it would, as was held by the Court of Appeal in <u>Filross Securities v Midgley</u> (Peter Gibson, Aldhous and*

*Potter LJJ, July 21, 1998), give rise to an equitable set-off within the rules laid down in Hanak v Green [1958] 2 QB 9, and as such constitute a defence. This would not mean that the costs incurred for the 'nine stitches' were not reasonably incurred. It would however mean that there would be a defence to their recovery. What the LVT was engaged upon was determining whether these costs were 'payable' within the meaning of section 27A ".*

44. Later these principles were approved and considered in Daejan Properties Ltd v Griffin & Another [2014] UKUT 206 (LC) in which the Upper Tribunal held [at paragraph 80]:

*"The only route by which an allegation of historic neglect may provide a defence to a claim for service charges is if it can be shown that, but for a failure by the landlord to make good a defect at the time required by its covenant, part of the cost eventually incurred in remedying that defect, or the whole of the cost of remedying consequential defects, would have been avoided. In those circumstances the tenant to whom the repairing obligation was owed has a claim in damages for breach of covenant, and that claim may be set off against the same tenant's liability to contribute through the service charge to the cost of the remedial work".*

**Parties' Submissions**

45. For the Respondents, Mr Potterton explained that each of the 2 Properties should be considered separately. The charges in dispute for No.49, relating to re-roofing works in 2023/24 total £7,093.34; he submitted that the Applicant does not have a properly arguable case against the recovery of these service charges and that any complaint as to historic shortcomings would be on the basis of a breach of covenant.

46. As the roof to No.49 had not been previously replaced before 2023/24 and as there is no allegation or evidence that a failure to undertake responsive repairs had resulted in the need for replacement, this was correspondingly simply a matter of a 30-year-old roof reaching the end of its design life – and since the Applicant contended that the roof should have been replaced by 2016 there can be no arguable case of set-off for historic neglect. In addition, replacement of the roof in 2023/24 meant that the Applicant benefitted from a longer period of time before the roof will require replacement again, in line with the general expected life span of a new roof.

47. He added that the burden of proof was on the Applicant who had provided no evidence or even raised any arguable case, that part or the whole of the cost of the roof replacement in 2023/24 would have been avoided but for historic neglect.

48. With regard to No.10, the service charges in dispute for the re-roofing works amount to £5,673.43. Again, the claim is that historic neglect had been the cause of unnecessary present expenditure. The roof of No.10's building was previously replaced between 2008 and 2009 and replaced again between 2023 and 2024 the roof being almost 15 years old, although the Applicant's claim that a minimum design life of 20 years was misplaced. Mr Potterton argued that the burden of proof again being on the Applicant who had failed to provide any evidence to show that but for the Respondent's failure to make good the defect at the time, the whole or part of the cost of remedying the defect would have been avoided: even if the 20 year life were accepted, the amount in issue would be a quarter of the claimed amount.

49. Mr Onyons in his submissions said that the Council's approach had been defective in not having applied a "stich-in-time" and thereby optimising the maintenance costs borne by the leaseholders: the evidence of growing disrepair was clear from the expert's 2022 report – as well as photographs of the properties obtained in 2011.

50. Mr Onyons drew the Tribunal's attention to *Daejan* and in particular the section quoted at paragraph [44] above, stressing the point that "*... The only route by which an allegation of historic neglect may provide a defence to a claim for service charges is if it can be shown that, but for a failure by the landlord to make good a defect at the time required by its covenant, part of the cost eventually incurred in remedying that defect, or the whole of the cost of remedying consequential defects, would have been avoided.*"

51. In addition, Mr Onyons pointed out that he had not been given any "*5 year Settlement Accounts re costs incurred per clause 4(2)(ii) of the leases regarding the covenants of Clause 6(2)(i) and 6(2)(ii) of the leases*" and accordingly the freeholder had been in breach of the lease on that requirement, as they had in relation to adequate levels of insured rebuilding cost.

52. More particularly, Mr Onyons argued, Colmans had become insolvent 3 years after problems had first become evident and should have been pursued promptly to enable the warranty cover to be brought to leaseholders' advantage – in any event, roof tiles, he submitted, should have a life of at least 20 years.

53. Mr Onyons also repeated his complaint that SBCs action in preventing completion of his property sale until outstanding service charge demands had been met, was in his view unfair.

## The Tribunal's Decision

54. The Tribunal thanks the parties and their representatives for their comprehensive and helpful submissions.

55. The issue to be determined by the tribunal is whether the charges levied in

    a. 2024 (£7165.23), &

    b. 2025 (£6,213.50)

    in relation to each of the Properties (the Charges) are payable and reasonable. The Tribunal has considered this across all of the points set out in the subject Application

56. Of central concern in this application is the question of historic neglect and whether that, as an issue, should render maintenance costs as unreasonable. In its decision on this matter, the Tribunal has applied the principle explained in *Daejan*, and to repeat: "*The only route by which an allegation of historic neglect may provide a defence to a claim for service charges is if it can be shown that, but for a failure by the landlord to make good a defect at the time required by its covenant, part of the cost eventually incurred in remedying that defect, or the whole of the cost of remedying consequential defects, would have been avoided*".

57. On the evidence of historic neglect and its consequence, the Tribunal considers that the test set out in Daejan has not been met by the Applicant. In particular, and accepting the Respondent's argument, the Tribunal finds that the necessary roof replacement to the block containing Flat 10 after less than 20 years is not evidence of a failure to make good a defect at the time required by its covenant, nor of a consequential defect. Similarly, the roof replacement works relating to Flat 49 do not demonstrate greater replacement costs in the subject application than would otherwise have been incurred had the roof works been carried out in 2008/09.

58. While an alternative approach to maintenance might have sought comprehensive and forecasted programmed repair and replacement, the reactive approach applied by the Respondent has, in the Tribunal's view, met their obligations as landlord as defined in the lease.

59. In the Tribunal's view, the lease terms permit the landlord this discretion – in particular: "*…to keep the structure and the exterior of the property and the Building including drains gutters and external pipes and any other property over or in respect of which the Lessee has any right by virtue of this lease or the Act in repair including making good any structural defects therein*". The required approach to repair within this wide discretion has, the Tribunal considers, been met.

60. Accordingly in the Tribunal's view, no allegation of neglect raised in the Applicants' case has resulted in the type of avoidable cost envisaged in *Daejan*, and therefore the Charges challenged are, in the decision of the Tribunal, reasonable, reasonably incurred, and payable.

61. In the application form, the Applicant applied for an order under section 20C of the Landlord and Tenant Act 1985 Act. Such an order may restrict costs incurred by the landlord in these proceedings being levied in the service charge payable by the tenant or any other leaseholder who joins the section 20C application. Additionally, an application was made under paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002. Such an application may reduce or extinguish the tenant's liability to pay an administration charge under the terms of their lease.

62. The most significant issue for the Tribunal to determine in this application was the costs of the major works described and the question of historic neglect. The Respondents have succeeded in resisting the complaints raised.

63. In the circumstances the Tribunal is satisfied that it is just and equitable that no orders under section 20C and 5A in favour of the Applicant should be made.

## 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 (Lands Chamber).