FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AY/HMF/2026/0025**
Property	**:**	**Upper Floor Flat (191A), 191 Ferndale Road, SW9 8BA**
Applicant	**:**	**(1) Harry Stansfield** **(2) Mark Bucktin** **(3) Sophy Hinchcliffe** **(4) Ilana Thurgood** **(5) Eve Davison**
Representative	**:**	**Mr Harry Stansfield**
Respondent	**:**	**Ms Hamide Demirbey**
Representative	**:**	**MQ Hassan Solicitors**
Type of application	**:**	**Application for a rent repayment order by tenant Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016**
Tribunal members	**:**	**Judge H Carr** **Ms R Kershaw**
Date and venue of hearing	**:**	**17th August 2026**
Date of decision	**:**	**29th September 2026**

DECISION

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Decisions of the tribunal

(1) The tribunal determines to make a Rent Repayment Order of £11,637.60

(2) The Rent Repayment Order must be paid within 28 days of the issue of this decision.

(3) The tribunal determines that the Respondent reimburse the Applicants for the application and hearing fees, totalling £341

(4) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The Applicants, Harry Stansfield, Mark Bucktin, Sophy Hinchcliffe, Ilana Thurgood and Eve Davison, have applied for a determination pursuant to section 41 of the Housing and Planning Act 2016 (the Act) for a rent repayment order (RRO) in relation to Upper Floor Flat (191A), 191 Ferndale Road, SW9 8BA

2. The Applicants allege that the Respondent landlord has committed the offence of having control or managing an HMO without a licence, contrary to section 72(1) of the Housing Act.

3. The Respondent is Ms Hamide Demirbey who is the landlord named in the Applicants' tenancy agreement and who owns the freehold of the property jointly with Ahmet Demirbey and Nayim Demirbey.

4. The property was manged throughout the tenancy by Davis and Gibbs

5. The Applicants are seeking to recover £33,000 for the period 4th October 2024 to 3rd August 2025.

6. The application was received on 3rd October 2025.

7. Directions were issued on the application on 26th February 2026.

The hearing

8. The Applicants attended the hearing and gave evidence. They were represented by Mr Harry Stansfield.

9. The Respondent attended the hearing together with her son, Mr Ahmet Demirbey. She was represented by Mr Richard Thompson of Counsel.

10. At the commencement of the hearing Mr Thompson requested that two letters provided by the Respondent purportedly written by her to the Council in connection with the licence application were withdrawn from the bundle as the letters provided were written for the purposes of the hearing and as recollections of letters the Respondent says that she sent. The tribunal agreed to remove those letters from the bundle.

The law

11. The relevant statutory provisions are set out below:

Section 72 of the 2004 Act sets out offences and defences in relation to the licensing of HMOs.

(1)If an HMO is required to be licensed under this Part (see section 61(1)) but is not so licensed, an offence is committed by—

(a)any person within subsection (1A), and

(b)any person who as landlord under a tenancy or licensor under a licence to occupy has an estate or interest in, or a right in relation to, the HMO that is superior (whether directly or indirectly) to the estate, interest or right of any person within subsection (1A).

(1A)The following are within this subsection—

(a)any person having control of or managing the HMO, and

(b)any person who is the landlord or licensor in relation to a person occupying the HMO under a tenancy or licence.

(2)A person commits an offence if—

(a)he is a person having control of or managing an HMO which is licensed under this Part,

(b)he knowingly permits another person to occupy the house, and

(c)the other person's occupation results in the house being occupied by more households or persons than is authorised by the licence.

(3)A person commits an offence if—

(a)he is a licence holder or a person on whom restrictions or obligations under a licence are imposed in accordance with section 67(5), and

(b)he fails to comply with any condition of the licence.

(4)In proceedings against a person for an offence under subsection (1) it is a defence that, at the material time—

(a)a notification had been duly given in respect of the house under section 62(1), or

(b)an application for a licence had been duly made in respect of the house under section 63,

and that notification or application was still effective (see subsection (8)).

(4A)In proceedings against a person for an offence under subsection (1)(a) it is a defence for them to prove that they had a reasonable excuse—

(a)for having control of or managing the HMO, or

(b)for being the landlord or licensor in relation to a person occupying the HMO under a tenancy or licence,

in circumstances in which the HMO was required to be licensed under this Part but was not so licensed.

(4B)In proceedings against a person for an offence under subsection (1)(b) it is a defence for them to prove that they—

(a)did not know, and had a reasonable excuse for not knowing, that the building or part of the building concerned was an HMO,

(b)took all reasonably practicable steps to ensure that the HMO was licensed under this Part, or

(c)had some other reasonable excuse for failing to ensure that the HMO was so licensed.

(4C)For the purposes of subsection (4B), a term in the tenancy agreement or licence to occupy relating to the occupation of the building or part of the building that is an HMO does not on its own constitute a defence under any of paragraphs (a) to (c) of that subsection.

Section 77 of the 2004 Act defines "HMO" to refer to "a house in multiple occupation as defined by sections 254 to 259". By section 72(1), a person commits an offence if he is "a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed". Section 263 explains that "person having control" refers to "the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent" and that "rack-rent" means "a rent which is not less than two-thirds of the full net annual value of the premises": see subsections (1) and (2).

By section 263(3), "person managing" means as regards an HMO:

"in relation to premises, the person who, being an owner or lessee of the premises—

(a) receives (whether directly or through an agent or trustee) rents or other payments from—

(i) in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; and

(ii) ... ; or

(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not an owner or lessee of the premises by virtue of which that other person receives the rents or other payments;

and includes, where those rents or other payments are received through another person as agent or trustee, that other person."

Section 43 of the 2016 Act provides that this Tribunal may make a RRO if it is satisfied beyond reasonable doubt that the offence has been committed, and that where the application is made by a tenant the amount is to be determined in accordance with section 44 which, in respect of the s.72(1) offence limits the amount of the award to the rent

paid during a period "not exceeding 12 months, during which the landlord was committing the offence."

Section 44(4) says as follows:

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies."

12. Guidance on how this Tribunal should approach quantification of the amount of a RRO has been provided by the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) and *Acheampong v Roman* [2022] UKUT 239.

13. In *Williams v Parmar* the Chamber President said [50] that when quantifying the amount of a RRO:

> A tribunal should address specifically what proportion of the maximum amount of rent paid in the relevant period, or reduction from that amount, or a combination of both, is appropriate in all the circumstances, bearing in mind the purpose of the legislative provisions. A tribunal must have particular regard to the conduct of both parties (which includes the seriousness of the offence committed), the financial circumstances of the landlord and whether the landlord has at any time been convicted of a relevant offence. The tribunal should also take into account any other factors that appear to be relevant."

14. In *Acheampong* Judge Cooke said at [20] that the following approach would ensure consistency with previous legal authorities:

a. Ascertain the whole of the rent for the relevant period;

b. Subtract any element of that sum that represents payment for utilities that only benefited the tenant, for example gas, electricity and internet access. It is for the landlord to supply evidence of these, but if precise figures are not available an experienced tribunal will be able to make an informed estimate.

c. Consider how serious this offence was, both compared to other types of offence in respect of which a rent repayment order may be made (and

whose relative seriousness can be seen from the relevant maximum sentences on conviction) and compared to other examples of the same type of offence. What proportion of the rent (after deduction as above) is a fair reflection of the seriousness of this offence? That figure is then the starting point (in the sense that that term is used in criminal sentencing); it is the default penalty in the absence of any other factors but it may be higher or lower in light of the final step:

d. Consider whether any deduction from, or addition to, that figure should be made in the light of the other factors set out in section 44(4)."

15. In *Newell v Abbot* [2024] UKUT 181, the Deputy President, at paras. 47 – 57, carried out a review of previous Upper Tribunal decisions in which consideration was given to the level of rent repayment for similar licensing offences. The RRO's awarded in those cases ranged from an upper figure of 90% to 10% at the lowest. At para. 57 he said as follows:

> This brief review of recent decisions of this Tribunal in appeals involving licensing offences illustrates that the level of rent repayment orders varies widely depending on the circumstances of the case. Awards of up to 85% or 90% of the rent paid (net of services) are not unknown but are not the norm. Factors which have tended to result in higher penalties include that the offence was committed deliberately, or by a commercial landlord or an individual with a larger property portfolio, or where tenants have been exposed to poor or dangerous conditions which have been prolonged by the failure to licence. Factors tending to justify lower penalties include inadvertence on the part of a smaller landlord, property in good condition such that a licence would have been granted without additional work being required, and mitigating factors which go some way to explaining the offence, without excusing it, such as the failure of a letting agent to warn of the need for a licence, or personal incapacity due to poor health."

16. In *Newell*, the Deputy President redetermined the amount of the RRO in question. He made no adjustments for s.44(4) factors and concluded, in para. 62 that that bearing in mind that the offence had been committed by the landlord of a single property and was the result of inadvertence, or lack of attention, rather than being deliberate, and that the accommodation provided was generally of a good standard which attracted long term residents and which the respondents were disappointed to leave, the appropriate order was for the repayment of 60% of the rent received. He said that had the offence been committed for a much shorter period than the almost six years in that case, the penalty he would have imposed would have been equal to 50% of the rent, but also emphasised that the effective operation of selective licensing schemes depends on landlords keeping themselves properly informed and a prolonged failure to obtain a licence therefore merited a higher penalty

The background and chronology

17. The property is a 4 bedroom flat above a ground floor restaurant. It covers three floors with a ground floor entrance adjacent to the restaurant. It has a shared kitchen and living room, a bathroom and an additional separate toilet.

18. The Applicants moved into the property on 4th August 2023 and signed a tenancy agreement on 6th November 2023 for a period of 24 months commencing on 4th August 2023.

19. The rent payable was £3300 per calendar month.

20. The Applicants left the property when the fixed term tenancy terminated on 25th August 2025.

The issues

21. The issues that the tribunal must determine are;

(i) Is the tribunal satisfied beyond reasonable doubt that the landlord has committed the alleged offence?

(ii) Does the respondent have a 'reasonable excuse' defence?

(iii) What amount of RRO, if any, should the tribunal order?

(a) What is the maximum amount that can be ordered under s.44(3) of the Act?

(b) What account must be taken of

(1) The conduct of the landlord

(2) The financial circumstances of the landlord:

(3) The conduct of the tenant?

(iv) Should the tribunal refund the applicant's application and hearing fees?

The determination

Is the tribunal satisfied beyond reasonable doubt that the Respondent has committed the alleged offence?

22. The parties gave evidence in connection with the offence as follows:

The requirement for licensing

23. The Applicants argue that the property met all the criteria to be licensed under the designation. The property was occupied by the Applicants as their main residence during the period of their claim. The Applicants were unrelated, and none were in a relationship with another applicant.

24. The rented property was situated within an additional licensing area as designated by the London Borough of Lambeth. The additional licensing scheme came into force on 9th December 2021.

25. Whilst a licence was applied for by the Respondent on 28th October 2022, on 10th December 2024 the London Borough of Lambeth refused the application on the basis that the mandatory documentation had not been received. The Council subsequently confirmed this decision in further correspondence to the Respondent on 19 February 2025.

26. The Applicants exhibited an email sent from Maris (no surname provided) of the HMO Team at Lambeth Council dated 22nd September 2025 which confirmed that whilst an additional HMO licence was submitted on 28th October 2022 it was refused by the processing officer because the landlord or the applicant failed to provide the mandatory documents for the licence application. The email also confirmed that there was no HMO application or licence in place for the property whilst the Applicants were renting the property.

Was the application for a licence duly made?

27. The Respondent does not dispute that the property required licensing. What she says is that she took all necessary steps to obtain a licence. She submitted an application for an HMO licence on 22nd October 2022. She says that she paid the required fee and provided all the necessary supporting documentation including the gas safety certificate, electrical certificate and other relevant compliance documents.

28. The Respondent says that she made consistent efforts to obtain updates regarding the status of her application. The Respondent says she made efforts to contact the Council via emails, visits and letters from the time of her application. She says that she visited Lambeth Council offices in person every three months or so.

29. The tribunal notes that the Respondent provided no evidence of email communications with the council.

30. On each occasion she was informed that she would receive written correspondence should there be any update. She says that she was not notified at any stage that her application had been refused. She says that she received nothing in or around February 2025 by email or letter or other correspondence advising her of missing documentation or informing her of a decision to refuse the application.

31. Unfortunately, as the relevant team all worked from home, she was unable to speak to anyone about the application when she visited council premises.

32. The Applicants argue that whilst s.72(4) (b) provides for a defence to the relevant offence if an application for a licence has been duly made and that application is still effective, s.63(2) of the Act establishes that applications for licences must be made in accordance with such requirements as the authority may specify. In this case this would include the provision of the mandatory documentation required by Lambeth Council which the Respondent failed to submit with her application.

33. They point to emails received by the Applicants from Mr Pakkaim K Solomon on behalf of the Respondent on 27th October 2025 which suggested that the Respondent was aware that not all documents were provided as it states that some of the documents required were submitted. The Applicants argue that what this implies is that the Respondent admits that not all documents were submitted.

34. They therefore submit that the Respondent's application cannot be said to have been duly made, and the defence established by S72(4)(b) should not be applicable.

35. They accept that the significant Council backlog following the introduction of the Additional HMO Licensing scheme likely contributed to the long delay in processing the Respondent's application. While the relevant legislation provides for a defence against the offence in the event that an application for an HMO licence remains live, the Applicants argue that this is not intended to absolve any landlord of their obligations regarding compliance with licensing standards for such an extended period (in this case c.28 months), solely on the basis that they paid the

application fee, regardless of the completeness of the application and/or the standard of the property.

36. However, even if the Tribunal is to treat the Respondent's application as having been duly made, the Applicants argue that the Council's decision to refuse the application notified to the Respondent on 19th February 2025 following a notice of intention to refuse dated 10th December 2024 means that in any event the defence ceased to apply from 19 February 2025. By that date the Respondent's application had finally been refused and therefore the application was no longer effective.

37. The Respondent says that the correspondence from Mr Solomon is incorrect. Whilst she had requested that Mr Solomon send a letter to the Applicants the letter that was ultimately sent was not approved, reviewed, or signed by the Respondent before it was issued. She also says that she received neither of the letters from the Council refusing the application.

38. Mr Ahmet Demirbey gave evidence on behalf of the Respondent saying that he had assisted in the preparation of the application. He said that as far as he can recall all necessary documents were uploaded to the council system. He said that it was not possible to submit the application until all documents were uploaded.

The decision of the tribunal

39. The tribunal determines that the Respondent has committed the alleged offence from 19th February 2025 until the termination of the tenancy. It determines she did not commit the offence prior to 19th February 2025.

The reasons for the decision of the tribunal

40. Both parties agree that the property required licensing and that the Respondent made an application for a licence before the commencement of the Applicants' tenancy.

41. Whilst the Applicants argue that the application was ineffective because documents were omitted from the Application and therefore the application was not duly made and the Respondent had committed the offence throughout the tenancy the Tribunal disagrees. It determines that the Applicants cannot demonstrate that the application was ineffective because they cannot demonstrate what documents were and were not provided to the local authority. This is because the decision letter from the council does not specify what documents were omitted and which were attached.

42. The statute requires that the Applicants prove the offence has been committed beyond reasonable doubt. The tribunal accepts the evidence of the Respondent that she had provided everything necessary. It particularly took note of the evidence of her son Mr Ahmet Demirbey that it was not possible to submit the application without all the necessary documentation being supplied.

43. Moreover there was nothing in the communications from Lambeth Council which states anything more than failing to provide required documentation. There is therefore no evidence of what was missing from the Application which means that the Respondent cannot defend herself by saying that the documents were provided. In these circumstances the Tribunal determines that from the commencement of the tenancy to the decision notice of Lambeth Council there is insufficient evidence to show that the offence was committed beyond reasonable doubt. For that period an application had been duly made in the terms of the statute.

44. However the Council issued a decision on 19th February 2025 which was sent to the Respondent to her address. The Tribunal determines that from the date that the decision was sent, the offence was committed.

45. The Respondent says that she was unaware of that notice. However she has provided no reason why that notice would not have been received. It is her responsibility that all correspondence from the council is noted and acted upon.

Does the Respondent have a 'reasonable excuse' defence?

46. The Respondent argues that she has a reasonable excuse defence. She refers to her efforts to contact the Council and suggests that documentation provided may have been lost due to the council's migration from one online system to another. As the tribunal has already determined that no offence was committed between 28th October 2024 and 18th February 2025, there is no need for it to consider whether the reasonable excuse defence applies during this period.

47. There is no evidence that would support a reasonable excuse defence from 19th February 2025. The Respondent simply states she did not receive the notice of intention or the decision letter.

48. The Respondent says that she became aware of the decision on 27th October 2025, after the Applicants notified her of their application on 3rd October 2025 , and her lawyers indicated an intention to appeal the decision to Lambeth Council on 4th November 2025. She also says that her lawyers have appealed to the tribunal against the refusal of the licence although the tribunal has no record of such an appeal.

Decision of the tribunal

49. The tribunal determines that the respondent's reasonable excuse defence fails.

The reasons for the decision of the tribunal

50. The Respondent has failed to provide any evidence of a reasonable excuse defence after the decision to refuse the licence was issued.

Should the tribunal make an award of a RRO? If so, for what amount?

The exercise of the tribunal's discretion

51. The Applicants asked the tribunal to exercise its discretion and make an RRO.

The decision of the tribunal

52. The tribunal determines to exercise its discretion to make a rent repayment order.

The reasons for the decision of the tribunal

53. The tribunal considered the evidence and determined that it was appropriate for it to exercise its discretion and make a rent repayment order because there had been a clear breach of the law.

The maximum amount of the RRO which can be ordered

54. The period during which the RRO is sought and the Tribunal has determined was committed was from 19th February 2025 to 3rd August 2025. This is a period of five months and 15 days.

55. The rent was paid by Harry Stansfield who was responsible for making a single rent payment on behalf of each tenant. The Applicants provided evidence of this. The Respondent did not dispute the payment of rent.

56. The Applicants gave evidence that there were not in receipt of Universal Credit or Housing Benefit during the tenancies.

57. The tribunal found that the maximum RRO it could award was £17,904.00 made up of

(i) 5 x £3300 (the monthly rent) = £16,500 plus

(ii) 13 x £106 (the daily rent) = £1404

Other arguments concerning the amount of the RRO to be awarded.

58. All utilities were paid by the Applicants so no deduction for utilities will be made.

59. The Applicants argue that their conduct has been good. They paid their rent on time and took care of the property.

60. The Applicants argue that the condition of the property was poor

(i) The property did not comply with minimum standards for fire safety; it lacked any form of fire doors, interlinked alarm system or fire blanket

(ii) This was particularly problematic as all the bedrooms were located on the second and third floors and Miss Hinchcliffe's bedroom on the third floor lacked windows sufficiently large to enable an escape from fire.

(iii) Failure to conduct a check-in process at the start of the original tenancy. It was not until 11 June 2025 that a collection of A4 printouts of picture of the property were given to the Applicants

(iv) There was a delay in providing the Deposit protection certificate

(v) Over January and February 2025 the Respondent failed to arrange repairs to the boiler in adequate time and even attempted to fix the issue herself. This resulted in the Applicants having no heating or hot water for several days

(vi) On 7th April 2025 the Respondent attempt to arrange a major kitchen renovation with only three days notice that would have caused significant disruption for two weeks. She only changed her mind when the tenants asked for a rent reduction for the period of the kitchen renovation.

(vii) At the end of the tenancy the Respondent failed to attend the property to conduct the schedule checkout process and did not respond to the Applicants requests for the return of the deposit for several

weeks despite arranged for the kitchen to be renovated during this period.

61. The Respondent says her conduct has been good. She says that

(i) The property complied with fire safety requirements at all material times

(ii) The property was fitted with fire doors to the bedrooms and kitchen

(iii) Smoke alarms were installed and

(iv) The kitchen had appropriate ventilation.

62. The Respondent says that the check in inventory and tenancy deposit certificate were posted to all tenants on 12th August.

63. She also says that the tenants left considerable damage to the property and had installed their own furniture including a sofa and a piano which she had to address.

64. She says that she paid the deposit back to the Applicants in full. The end of the tenancy sadly coincided with her husband's death and she was unable to engage in any dispute.

65. She says she was delayed by only five minutes for the checkout.

66. She says she did not insist on the kitchen renovation.

67. In relation to financial circumstances the Respondent says that she is reliant on the rental income from the flat. She is not in receipt of benefits. She was unwilling to disclose the rental income from the restaurant.

68. Given the lack of documentary evidence of financial circumstances and the failure to disclose the rental income from the restaurant the Tribunal determines not to take the Respondent's financial circumstances into account.

The decision of the tribunal

69. The tribunal determines to award a RRO at 65% of the maximum RRO payable i.e. £11,637.60.

The reasons for the decision of the tribunal

70. There is extensive case law on how the tribunal should reach a decision on quantum of a rent repayment order. In reaching its decision in this case the tribunal has been guided by the very helpful review of the decisions in the Upper Tribunal decision *Newell v Abbott and Okrojek* [2024] UKUT 181 (LC).

71. *Acheampong v Roman* (2022) UKUT 239 (LC) established a four stage approach which the tribunal must adopt when assessing the amount of any order. The tribunal in this case has already taken the first two steps that the authorities require by ascertaining the whole of the rent for the relevant period and subtracting any element of that sum that represents payment for utilities that only benefitted the tenants. As the tenants paid the utilities that is not a relevant step in this case.

72. Next the tribunal is required to consider the seriousness of the offence in comparison with the other housing offences for which a rent repayment order may be made. The failure to licence a property is one of the less serious offences of the seven offences for which a rent repayment order may be made.

73. However, although generally the failure to licence is a less serious offence, the Upper Tribunal recognises that even within the category of a less serious offence, there may be more serious examples.

74. In this case the tribunal considered that the case is a moderate example of one of the less serious offences in which a rent repayment order may be made.

75. The reasons for this are as follows:

(i) The tribunal determines that there were inadequate fire precautions in the property. The Respondent was not clear on the fire precautions in the property at the time of the Applicants' occupation. The Applicants on the other hand provided credible evidence of a lack of fire precautions. The photographs provided of works having been done appear to have been done after the recent application for a licence.

(ii) Whilst the Respondent did not carry out work to the kitchen the email correspondence shows that she was unwilling to take the concerns of the Applicants seriously, expected them to move the white goods each day and generally manage living in the property whilst the renovation work was being carried out. This shows a lack of understanding of the rights of tenants and the responsibilities of the landlord.

(iii) Whilst the Respondent installed a new boiler there appears to have been a delay in dealing with the heating problems.

76. The tribunal decided not to reduce the amount payable because of the conduct of the tenants. There was no evidence to support any allegation that the tenants' conduct was anything but good. Whilst the tribunal notes the Respondent's allegations in relation to the condition of the property it also notes that the Respondent returned the deposit in full.

77. The Respondent made allegations that the tribunal considered irrelevant about the conduct of Mr Stansfield after he ceased to live in the property. These allegations were part of the Respondent's difficult behaviour at the hearing when she made it clear that she was very angry that the application had been made.

78. At this stage the tribunal considers that a RRO of 65% of the maximum RRO is appropriate and does not consider that any further deductions should be made.

79. In the light of the above determinations the tribunal also orders the respondent to reimburse the Applicants their application fee and hearing fee.

Name: Judge H Carr **Date:** 29th September 2026

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).