

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	HAV/21UD/OCE/2025/0612
Property (the premises)	**:**	Sandrock Hall, The Ridge, Hastings, East Sussex, TN34 2RB
Applicant (the participating Tenants)	**:**	Sandrock Hall Freehold Limited
Representatives	**:**	Mr C S Caldwell Director of the Reversioner Mr N M Leedham and Ms C Bhogal Coles Miller Solicitors LLP Mr G J Lewis FRICS Kingston Morehen
Respondent (the Reversioner)	**:**	Sandrock Hall Management (2006) Limited
Representatives	**:**	Ms R Say Brady Solicitors Mr O Dyer MRICS Dyer and Hobbis
Type of Application	**:**	Determination of the price to be paid for the collective enfranchisement under section 24(1) and Schedule 6 of the Leasehold Reform, Housing and Urban Development Act 1993 (as amended)
Tribunal Members	**:**	Mr J G G Wilson MRICS Mr C Davies FRICS
Date and venue of the Hearing	**:**	1 April 2026, Havant Justice Centre
Date of Decision	**:**	19 May 2026

DECISION

© CROWN COPYRIGHT 2026

Decisions of the Tribunal

Preliminary Issue:

The Tribunal has no difficulty to determine to refuse the Applicant's request in their CMA for the enclosed documents to be added into the bundle as further evidence.

Enfranchisement Price:

On 19 May 2026 the Tribunal has determined for the reasons set out below that the price payable by the Applicant for the collective enfranchisement in Sandrock Hall, The Ridge, Hastings, East Sussex, TN34 2RB ('the premises') is £4,000 (Four Thousand Pounds), under section 24(1) and Schedule 6 of the Leasehold Reform, Housing and Urban Development Act 1993 (as amended) ('the 1993 Act'), to exclude costs.

Introduction and background to the Application

1. The Applicant (hereafter referred to as the 'participating tenants') are the leaseholders of seven of the flats at Sandrock Hall, The Ridge, Hastings, East Sussex, TN34 2RB (the 'premises'). The Title number of the premises is ESX142419. The copy edition of the Title provided is dated 25 November 2024.

2. The Respondent (hereafter referred to as the 'reversioner') is the freeholder of the premises, Sandrock Hall Management (2006) Limited, having purchased the freehold interest in the premises, for which the date of proprietorship registration is 20 October 2006. From the Office Copy Entry of the freehold interest there are no intermediate leasehold interests within the Title.

3. The participating tenants gave their initial notice (the 'notice') dated 26 February 2025 to exercise their right of collective enfranchisement under section 13 of the Leasehold Reform, Housing and Urban Development Act 1993 (the '1993 Act'). The notice was given to the reversioner. The participating tenants proposed a purchase price of £2,500 (Two Thousand Five Hundred Pounds) for the freehold interest in the premises, and £100 (One Hundred Pounds) for the appurtenant property as described later. The date by which the reversioner is to have given their counter-notice to respond to the notice was 12 May 2025. The nominee purchaser for the purposes of section 15 of the 1993 Act is Sandrock Hall Freehold Limited.

4. The reversioner gave their counter-notice on 12 May 2025 to admit that on the relevant date the participating tenants were entitled to exercise their right to collective enfranchisement of the premises. The sums proposed in paragraph 3 above were not accepted by the reversioner and the corresponding counter-proposals were £6,000 (Six Thousand Pounds) for the freehold interest in the premises, and £400,000 (Four Hundred Thousand Pounds) for the appurtenant land (property).

5. At paragraph 6 of their counter-notice the reversioner says, 'The Nominee Purchaser is required to acquire the following interests under section 21(4) of the Act: the land coloured green on the attached plan.' There is no evidence before the Tribunal that the land specified is not to be acquired by the Nominee Purchaser.

6. The participating tenants gave their Application (the 'application'), under section 24(1) of the 1993 Act for the determination of the price payable and listed the sums proposed by the parties: £2,600 and £406,000. Under paragraph 9.3 of the application 'Are there any other issues you want the tribunal to determine' it says, 'The terms to be contained in the transfer.' At this juncture the Tribunal notes it has not been asked to determine the terms of the transfer.

7. The Tribunal gave Directions dated 8 January 2026 (the 'Directions') [25-29]. The Tribunal had issued a Notice on 6 January 2026, pursuant to which on the same day, the participating tenants replied to that Notice, by email, to confirm the matter had not yet been settled. Accordingly, the Tribunal listed the matter for a hearing to take place at Havant Justice Centre, Elmleigh Road, Havant, PO9 2AL on 18 March 2026.

8. The Directions gave each party permission to rely on expert Valuers and for the valuers to exchange valuations and to communicate with each other to seek to narrow the issues in dispute. Mr Gavin Lewis FRICS of Kingston Morehen represented the participating tenants. Mr Oliver Dyer MRICS of Dyer and Hobbis represented the reversioner.

9. The parties were to have exchanged valuations and communicated with each other to seek to narrow the issues in dispute by 5 February 2026. By 19 February 2026 the parties were to have exchanged with each other the evidence upon which they rely. The applicant was responsible for the preparation of the bundle. The contents of which were to be agreed between the parties and by 26 February 2026 one copy of which was to have been sent to the other party, and one sent (electronically) to the Tribunal.

10. The applicant produced a PDF bundle amounting to 194 pages in advance of the hearing. Generally, the contents and layout of the bundle are in accordance with the Directions; the Tribunal notes a copy of the lease of flat 3 is omitted and the expert report of Mr Lewis is dated 10 February 2026.

11. The bundle did not include an expert report from Mr Dyer. Mr Dyer's expert report was provided separately and is dated 26 February 2026.

12. Whilst the Tribunal makes it clear it has read the bundle, the Tribunal does not refer to all the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account. Insofar as the Tribunal does refer to specific pages from the bundle, it does so by numbers in square brackets [No.], and with reference to the PDF bundle page numbering.

13. This Decision seeks to focus solely on the key issues. Therefore, the omission to refer to or make findings about every statement or document mentioned is not a tacit acknowledgement of the accuracy or truth of statements made, or of the documents received. Not all the various matters mentioned in the bundle or at the hearing require any finding to be made for the purpose of deciding the relevant issues remaining in this application. The Decision is made on the bases of the evidence and arguments the parties presented, save where clarification was sought by the Tribunal in the hearing, and is necessarily limited by the matters to which the Tribunal was referred.

14. At paragraph 20 of the Directions [28] is the list of documents to be included in the bundle, coupled with the minimum requirements of each party's valuation report.

15. The Tribunal carried out an external inspection of the premises and the appurtenant land on 8 April 2026, having concluded during the hearing that it was necessary to do so.

16. In this decision, the Tribunal addresses each disputed issue in the chronological order in which it arose. This is pertinent to the Tribunal reaching its decision on the Case Management Application ('the CMA') dated 14 April 2026.

The freehold interest and the existing leases

17. The freehold interest is vested in Sandrock Hall Management (2006) Limited, referred to in this decision as the reversioner. From the schedule of notices of leases in the copy Title provided [37-38], there are two types of existing lease.

18. Existing leases for terms of 999 years from 24 August 2006, of which a specimen is provided in the bundle, Flat 1 [76-106]. The Tribunal notes this lease was granted in surrender of a previous lease, for which the premium payable was £1, and the annual rent is a peppercorn. The demised premises are more fully described in the First Schedule.

19. At clause 1(i) ''the Common Parts'' means all main entrances passage landings staircases in and on the Building (internal and external) and the gardens access yards roads footpaths parking areas and garage spaced [sic] (if any) means of refuse disposal (if any) and other areas shaded yellow on the attached plan ''A'' [106] save for those parts hatched black provided by the Lessor for the common use of tenants in the Building and their visitors and not subject to any lease or tenancy to which the Lessor is entitled to the reversion [80].

20. At the First Schedule [94] the demised premises are described as that flat on the ground and lower ground floor of the building shown edged red on Plan B [105]. At this juncture the Tribunal notes, from Plan B in the lease, the demised premises include a garden and a yard at lower ground floor level.

21. The existing lease of flat 3 is for a term of 125 years from 25 December 1987, of which a copy was provided to the Tribunal pursuant to the hearing. The lease is dated 25 October 1988, and the rent payable is £1 per annum (fixed). At paragraph 5 of the particulars the demised premises are described as being on the ground floor of the building and

car-port No. 3 as shown edged red on the plan annexed hereto. At paragraph 9 of the particulars the common areas are described as shaded brown on the plan attached. The plan annexed to the copy lease provided shows the demised premises of the flat edged red and the common areas shaded brown. At this juncture, the Tribunal notes the demised premises of flat 3 do not include a garden. This is confirmed in the copy Title plan provided - ESX152753.

Memorandum of Agreed Facts, Subsequent Matters Agreed and the Disputed Issues

The parties had prepared a Memorandum of Agreed Facts and Disputed Issues [129-130], which had been signed and dated by Mr Lewis on 12 February 2026 and similarly by Mr Dyer on 13 February 2026.

A second Memorandum of Agreed Facts and Disputed Issues was given by the parties in addition to that given in the bundle. The second Memorandum had been signed and dated by Mr Lewis on 27 March 2026 and similarly by Mr Dyer on 31 March 2026.

At the hearing, Mr Lewis and Mr Dyer agreed the valuation date to be 28 February 2025.

Agreed Facts:

22. The following matters were agreed:

- The property is Sandrock Hall, The Ridge, Hastings, East Sussex, TN34 2RB.
- The freehold interest to be acquired is H.M. Land Registry title ESX142419.
- The property is comprised of:
    1) The specified premises: the building containing 12 self-contained flats accessed via the internal common parts and the car port coloured red on the title plan.
    2) The appurtenant property: the driveway, forecourts, and external areas coloured blue on the title plan.
- The leases and lease terms set out within the First Schedule and the Second Schedule attached to the section 13 notice of claim dated 26 February 2025 are correct.
- There is no present value arising in relation to Flats 1 and 2, or 4 to 12 inclusive.

- Flat 3 has a remaining lease term of 87.82 years. The annual ground rent is £1 for the lease term.

- The deferment rate for the reversion is 5%, as per *Sportelli*.

- The price for the specified premises is £3,500 (Three Thousand Five Hundred Pounds).

Disputed Issues:

23. The following matters were not agreed:

    1) The price for the appurtenant property; and

    2) The existence of any value to the subject property relating to the landlord's (the reversioner's) neighbouring property.

The Law and the Enfranchisement Price

24. Section 1 of the 1993 Act gives qualifying tenants of flats contained in premises to which this Chapter applies on the relevant date the right, exercisable subject to and in accordance with this Chapter, to have the freehold of those premises acquired on their behalf – (a) by a person or persons appointed by them for the purpose, and (b) at a price determined in accordance with this Chapter; and that right is referred in this Chapter as ''the right to collective enfranchisement."

25. Section 24(1) of the 1993 Act provides where the reversioner in respect of the specified premises has given the nominee purchaser a counter-notice under section 21 complying with the requirements set out, but any of the terms of acquisition remain in dispute at the end of the period of two months beginning with the date on which the counter-notice was so given, the Tribunal may, on the application of either the nominee purchaser or the reversioner, determine the matters in dispute. Any application under subsection (1) must be made not later than the end of the period of six months beginning with the date on which the counter-notice was given to the nominee purchaser.

26. Section 34(1) of the 1993 Act provides that any conveyance executed for the purposes of this Chapter, being a conveyance to the nominee purchaser of the freehold of the specified premises or of any other property, shall grant to the nominee purchaser an estate in fee simple absolute in those premises or that property, subject only to such incumbrances as may have been agreed or determined under this Chapter.

27. The price and other amounts payable by the nominee purchaser in respect

of each of the freehold and other interests to be acquired by him in pursuance of this Chapter are set out in Schedule 6, Part I, paragraph 2. In this application, the price payable by the participating tenants in respect of the collective enfranchisement is the value of the freeholder's interest.

The value of the freeholder's interest

Paragraph 3

3(1) Subject to the provisions of this paragraph, the value of the freeholder's interest in the specified premises is the amount which at the relevant date that interest might be expected to realise if sold on the open market by a willing seller (with [no person who falls within sub-paragraph (1A)] buying or seeking to buy) on the following assumptions-

28. The assumptions, in outline, are as follows: (a) an estate in fee simple – (i) subject to any leases subject to which the freehold interest is subject to, and (ii) similarly any intermediate or other leasehold interest in the premises to be acquired, (b) the tenants have neither a right to acquire any interest in the specified premises, nor any new lease under Chapter II, (c) any increase in value of any flat held by a participating tenant which is attributable to an improvement carried out at his own expense by the tenant or by any predecessor in title is to be disregarded, and (d) the vendor is selling with and subject to the rights and burdens with and subject to which the conveyance to the nominee purchaser of the freeholder's interest is to be made.

The Expert Reports of Mr Lewis and Mr Dyer

29. Mr Lewis has submitted his Expert Report dated 10 February 2026 with its seven appendices [158-194] In addition Mr Lewis has provided the Tribunal with a copy of his report on the 'Assessment of Freehold Value' of the premises for Sandrock Hall RTM Company Limited (identified as the nominee purchaser) with his instructions dated 21 March 2024 and as at a valuation date of 1 May 2024.

30. Mr Dyer has submitted his Report for Tribunal dated 26 February 2026, with its five appendices [195-217]. Following what the Tribunal says at paragraphs 12 and 13 above, the Tribunal limits its discussions to matters relevant required to reach its determinations.

Mr Lewis's Expert Report and Assessment of Freehold Value

31. Mr Lewis inspected the grounds, the building, the common parts and Flat 3 on 25 April 2024.

32. In his Assessment of Freehold Value, Mr Lewis says, inter alia: (1) appurtenant property includes the garden land to certain ground floor flats and this has been deemed to be included within the values of those flats,

(2) the common parts constitute the internal common ways of the building and the external parts that are shown coloured on the lease plans, being the driveway, forecourts and so forth, (3) the access is shared with several neighbouring freehold properties in separate ownership, each of which has a legal right of way [136], (4) the property does not appear to have the hope of any value arising from development, which the freeholder might claim should be paid in compensation [137], and (5) Appendix 2, Calculations, Summary of Collective Enfranchisement Price – Low and High estimates: Value from internal and external common parts: £100 and £200, and Other compensation, including development value: £0 and £0 [157].

33. Accordingly, in his report to Sandrock Hall RTM Company Limited Mr Lewis has identified and defined the appurtenant property and the common parts. Mr Lewis goes on to give his opinions of the low estimate and high estimate of value to be attributed to the value from the internal and external common parts.

34. In his Expert Report, Mr Lewis says, inter alia: (1) flat 3 is a ground floor flat with a private patio garden to the rear, for which a floor plan has been provided [164-165], (2) other value could arise due to the internal common parts of the building and the grounds within which the building is situated, (3) the grounds coloured blue on the Title plan are predominantly the driveway from The Ridge and forecourts and accessway which give access to Sandrock Hall. The driveway also provides access to six other properties which are identified, (4) the driveway is narrow, with insufficient width for two vehicles to pass one another [169].

35. Mr Lewis says 'The external areas are shared and restricted and therefore do not have anything other than nominal present value, which I have valued as a nominal £100 [169].'

36. Mr Lewis then goes on to discuss the reversioner's reason for the sum of £400,000 for the appurtenant property, which he understands is relatable to their ownership of a neighbouring property, which is subject to a major Planning Application ref HS/OA/25/00219. In summary, Mr Lewis says, (1) the planning application post-dates the valuation date for the collective enfranchisement, (2) the application is for outline permission for 65 (sixty-five) dwellings and has not been determined, (3) the broad suggestion is that there is £400,000 of value attached to the access to the planning application site from the driveway that leads to Sandrock Hall and for which a plan is provided with the relevant part coloured green – Appendix B, Title Number ESX142419 [180], (4) no rationale has been provided to explain why the access provides any value, (5) documents relating to the Planning Application only show access to the development site being from a new T-junction from The Ridge. A revised proposed site access plan dated September 2025 was submitted to the local planning authority in January 2026 and only shows a junction to The Ridge and has no mention of any form of access via Sandrock Hall – Appendix D [184], (6) parallel to the boundary line and within the planning application site is a Public

Footpath 224. The Local Authority was consulted on the planning application, and their response is that the footpath is to be maintained. This is good reason to refute any suggestion of valuable access from Sandrock Hall's driveway, (7) a new Design and Access Statement prepared in October 2025 has been submitted and this states that the access to the site is from The Ridge. The document includes an 'illustrative masterplan' which shows that the existing vegetation between Sandrock Hall's driveway and the application site would remain unaltered [170].

37. Mr Lewis concludes to say, 'In the absence of any information having been provided, it is difficult to imagine how the Sandrock Hall driveway can represent such a high value for a prospective housing development that clearly would be accessed from a main highway. In my opinion, there is no compensation due to the loss of the freehold interest other than the amounts shown in the appended calculation [170]. Mr Lewis attributes £100 (One Hundred Pounds) to the price for the appurtenant property [171]. At Appendix E are Mr Lewis's enfranchisement price calculations with £100 being attributed to 'Value from internal and external common parts.'

38. The Tribunal notes that at Appendix C [182] of Mr Lewis's report is a location plan for Planning Application HS/OA/25/00219, with the application site edged in red. The plan provided is incomplete in that it does not include the nomenclature associated with a plan drafted for the purposes of development. Similarly, the plan provided at Appendix D [184] is incomplete too.

39. Mr Lewis has given both his Declaration and his Statement of Truth to the Tribunal.

<u>Mr Dyer's Report for Tribunal</u>

40. Mr Dyer inspected the property on 1 May 2025 externally and from ground floor level only; and prepared his valuation on 6 May 2025.

41. In his Report for Tribunal, Mr Dyer says, inter alia: (1) the property is set in extensive grounds which includes hard surfaced areas surrounding which are under-utilised, along with allocated covered parking bays with parking spaces in front, (2) there are a number of rights-of-way over the site to adjoining properties in separate ownership and access to the site from The Ridge is via a long private road which adjoins a public footpath and former playing fields beyond, (3) the adjoining site comprising former playing fields and open space is allocated within the Local Plan as at the valuation date to accommodate 80 (eighty) residential units over 3.85 hectares. It is understood the site will be allocated to accommodate 140 (one hundred and forty) units in the forthcoming Local Plan, (4) the strip of land between the access road to Sandrock Hall and the development boundary of the allocated site is controlled by a connected party to Sandrock Hall Management (2006) limited, and (5) the valuation of the freehold falls into two main component parts, firstly that attributable to

the building, and secondly the development value of the appurtenant parts [197-198].

42. With regard to the valuation of the appurtenant land and adjoining access, Mr Dyer says, in summary, the following: (1) he has taken into consideration a number of external factors that do not specifically relate to the building, (2) the property is situated on a generous site, there is scope for future development of additional garages as well as the potential for development of at least a single additional mews property, similar to those adjacent, (3) there is scope for creation of allocated garden areas, private patio areas and the possibility of conservatory extensions to a number of the ground floor flats. For these various items Mr Dyer has made an allowance of £50,000 (Fifty Thousand Pounds) [200].

43. Mr Dyer then goes on to say 'A significant portion the value of the appurtenant part comes, in my view, from the scope for access into the allocated housing site, or at least part of it, via Sandrock Park and the access road to Sandrock Hall which appears to have a full-sized junction providing access to The Ridge [sic].'

44. Mr Dyer then says: (1) any development of the allocated site could require use of the existing access or creation of another access to the site, off The Ridge. To be able to create more than one entry point would facilitate efficient egress and exit from the site and provide a division between high and low value areas of development, (2) the main road surrounding the development site suffers very high levels of traffic and it is likely any new access point created will require significant road improvement works, including traffic lights and pedestrian crossing installation as a minimum and it is therefore my view there is significant value in obtaining access through the road leading on the junction and via the road leading into Sandrock Hall [201].

45. Mr Dyer goes on to say this is extremely difficult to quantify and speculative, but he believes there is scope for value to be reflected as at the valuation date. Mr Dyer makes an allowance of £350,000, based on a contribution of £2,500 per residential unit of viable scheme. Mr Dyer concludes to say he has relied on his professional judgement to reach this figure, and he has worked on a 'best scenario' basis [201].

46. Thereafter Mr Dyer, in five bullet points, summarises the appurtenant parts that he says have speculative value:

- Creation of allocated garden areas.
- Allocated patio areas and/or conservatory additions to some flats.
- Additional parking/garages.
- Development of at least one additional dwelling.
- Facilitating access and/or releasing development land within an allocated housing site [201].

47. For completeness the Tribunal notes the value Mr Dyer has attributed to the freehold interest in the appurtenant land is £400,000 in aggregate, apportioned £50,000 to the first four bullet points above, and £350,000 to the fifth (latter) bullet point.

48. Mr Dyer has given both his Statement of Truth and his Declaration to the Tribunal.

49. Appendix 4 of Mr Dyer's is a plan with heading 'Site reference: SH1 -Land adjacent to Sandrock Park, The Ridge', which lists, inter alia, allocated use – residential, 3.85 hectares and net capacity 80. In paragraph 6.131 it says, '…A new access would be required. Development proposals will need to show consideration of the transport impact along The Ridge. Further advice on transport matters is available from East Sussex County Council.'

50. In paragraph 6.132 it goes on to say the site is between green spaces and that it is important that any scheme that is proposed clearly shows how links in the green infrastructure network will be retained, which in turn could be achieved through retaining trees, pathways including a Public Right of Way [213-214].'

51. In a further extract from Policy SH1 provided it says at sub-paragraph 'n', 'ensure vehicular access to the site is agreed with the Highways Authority; this may involve use of a single principal access to the allocation SH1 or by separate means; should no separate access to the southern part of the site be practicable to the satisfaction of the Highways Authority, access through the main, larger part of the site would not be unreasonably withheld…' [215].

The Hearing

52. After giving its words of introduction to the Hearing, the Tribunal asked those present to introduce themselves and to confirm in what capacity they were in attendance. Ms Bhogal of Coles Miller Solicitors LLP and Mr Lewis FRICS of Kingston Morehen were in attendance for the participating tenants as Solicitor (Advocate) and Valuer respectively. Mr Dyer MRICS of Dyer and Hobbis was in attendance for the reversioner as both Valuer and Advocate. Mr Colin Caldwell was in attendance for the reversioner as an observer on-line via CVP, having been given permission to do so in advance, by the Tribunal. The Tribunal notes Mr Caldwell is listed as a non-participator in the First Schedule to the notice.

53. The Tribunal accepted Mr Dyer's report into the bundle, and it was subsequently paginated pages 195 to 217 inclusive for ease of reference. Notwithstanding its late production, the Tribunal determined to do so to meet its overriding objective and informed the parties accordingly.

54. Thereafter, the Valuers confirmed the valuation date had been agreed

between the parties – 28 February 2025.

Questions for Mr Lewis from Mr Dyer

55. By way of introduction, Mr Lewis said he had attributed nominal value to the land and that the balance of his enfranchisement price is attributed to flat 3. It was not until receipt of the reversioner's counter-notice that he sought to understand the £400,000 the landlord had counter-proposed for the appurtenant land. For which, in turn, he had established was in part attributable to the associated ownership of neighbouring land, now subject of a planning application. Mr Lewis went on to say he has not been provided with any specific valuation analysis for the sum sought.

56. Mr Dyer, had questions for Mr Lewis, in outline, as follows: (1) Mr Lewis was aware the adjoining land had been allocated for development in the Local Plan, (2) that access to the garages was by way of the common parts land as shown in the plans and highlighted at [106] and [109] of the bundle, (3) he did not accept the common parts are significantly under-utilised, there are circa 980 years remaining on the balance of the leases, and he could not imagine any agreement being reached with all parties on any development proposal, (4) Mr Dyer put it to Mr Lewis that the landlord has retained rights to the Common Parts, but at the time could neither direct Mr Lewis nor the Tribunal to the appropriate clause(s) in the lease(s), (5) with respect to Sandrock Hall, Mr Lewis said there was no development potential, (6) as regards gardens, Flat 1 had its own garden within its demise (copy lease and plan provided [76-106], but no corresponding copy lease had been provided for Flat 3 and the photographs provided for the same [178] are inconclusive, (7) Mr Lewis confirmed that in his deliberations he had neither considered the potential to develop the carport, nor had he considered the potential for a mews type development.

57. At this juncture, the Tribunal had neither points of clarification nor further questions for Mr Lewis.

Questions for Mr Dyer from Ms Bhogal

58. Ms Bhogal had questions for Mr Dyer, in outline, as follows: (1) an initial point of clarification, the £2,500 per residential unit to sum to £350,000 attributable for the neighbouring land is based on 140 units which is understood to be allocated in the forthcoming Local Plan, not the 65 units in the planning application, nor the 80 units accommodated in the Local Plan at the valuation date, (2) Mr Dyer accepted that to create an access to the adjoining land would require to cross the footpath, but the reversioner retained control of the land between the road to Sandrock Hall and the public footpath, (3) East Sussex County Council's confirmation the public footpath is to be maintained is information post the valuation date, the prospective purchaser of the freehold interest is not aware of that information, the value attributed requires having access over a public footpath to a site where housing has been allocated, there are potential routes, may be scope from Sandrock Hall access road, Local Authorities

grant access over public footpaths, they can be crossed, (4) any further access would serve to dilute the traffic, it could provide access to a Community Centre, (5) the Sandrock Hall access would not stand alone, it could stand the existing use (that of the 12 flats and the other properties with its right of access) in conjunction with another access, that is to say it would not be expected to stand all of the traffic associated with the site in its entirety.

59. Turning to The Ridge (the A2100) and the plan at [182], (6) it was put to Mr Dyer that '…all sorts of things thunder up and down…' to which his reply was this highlights the complications of traffic management, (7) referring to the proposed site access plan at Appendix D [184], and there being no reference to an access from Sandrock Hall would lead to less weight being attributed to this, Mr Dyer said the relevant information is limited to that available to a prospective purchaser as at 28 February 2025 when the notice is served, the information is privileged at that time, the planning application was submitted in mid-April 2025, (8) Mr Dyer was taken to Policy SH1, where the area of land allocated for development was being discussed and there was no reference to Sandrock Hall [213-214], to which he directed the Tribunal to sub-paragraph 'n' and said it was entirely normal for access to be given to cross a public footpath to facilitate development and added (referencing [213]) that at the valuation date, 80 units had been identified as the net capacity, with its associated increase in volume of traffic, thereby giving further credence to the notion a prospective purchaser would attribute value to the potential for access to the adjoining land.

60. Ms Bhogal then addressed the question of how Mr Dyer had reached the value of £350,000 attributable to the adjoining land. Mr Dyer said he had not carried out a detailed analysis, and that any access from Sandrock Hall would necessitate to cross a public footpath. This is his most optimistic view. Ms Bhogal then asked Mr Dyer if he had considered the worst-case scenario. Mr Dyer said he did consider the worst-case scenario, but he had not put it in his report. To conclude on this point, Ms Bhogal asked Mr Dyer what is the value of his worst-case scenario? Mr Dyer replied, 'nil value' and went on to say a prospective purchaser would nevertheless regard the potential to create vehicular access to the site off Sandrock Hall's driveway as a viable option and would treat it as a gambling chip.

61. Ms Bhogal then turned to Mr Dyer's sum of £50,000 summarised in the first four bullet points in paragraph 46 above. In reply to Ms Bhogal's questions, Mr Dyer said, in outline: (1) he has no plans for the various items, nothing set out, (2) in principle he envisaged a small residential unit, for which he had no dimensions, it was a speculative consideration, £50,000 is a fairly low value, (3) referring to the photographs at [177] he said there is the potential for further garages, all within the common parts. Ms Bhogal put it to Mr Dyer there was insufficient space, which would become clearer with a site inspection, Mr Dyer replied he had no specific details and that it is speculative, (4) it was put to Mr Dyer that Flat 3 has its own garden, there is insufficient space per se within the gardens to develop, there is neither scope to create patios nor for the freeholder to

grant consent for a conservatory and that the common parts was not the sole access available to the site – Mr Dyer reiterated it is a gambling chip and that he had worked on the basis of a best-case scenario.

62. Finally, Ms Bhogal took Mr Dyer to the question of how many units he had based his best-case scenario on. Mr Dyer confirmed the new Local Plan was in draft form and to assume 80 units is more realistic. 80 units being the possible net capacity in the current Local Plan. Mr Dyer went on to say whether the Tribunal chose to interpret this as 80 times £2,500 (as opposed to 140 times £2,500), it was to take its own view.

63. At this juncture, the Tribunal had two points for clarification which could not be answered until receipt of a copy of the lease to flat 3 with its associated Title plan. As confirmed in paragraph 21 above, the Title plan for flat 3 confirms it does not have a garden within its demise.

64. The second question was with respect to any reserved rights by the reversioner over the common parts. At clause 9(6) of the lease of flat 3, it says, 'Notwithstanding anything herein contained there is reserved unto the Lessor the right to develop alter construct any new premises erections structures within any part of the Building (other than the Demies Premises) …' Accordingly, the Tribunal determines the reversioner has the reserved rights to which Mr Dyer referred to in paragraph 56(4) above.

Closing submissions

65. In summary Mr Dyer submitted the following: (1) the valuation date had been agreed as 28 February 2025, which in turn preceded the date the planning application for the site was submitted (understood by the Tribunal to have been in April 2025), (2) the prospect of value being added to the freehold interest was on a speculative basis, (3) but the freeholder had control of the strip of land between Sandrock Hall (the driveway) and the footpath, (4) as the planning application had not been submitted at the valuation date, all options were available and possible, (5) at paragraph 8.7 of Mr Dyer's report is the list of headings under which the speculative value attributable to the appurtenant parts has been assessed [201], (6) in an ideal world restrictions would be written into the Transfer, to obviate the need to consider this, but the legislation does not permit such restrictions to be imposed and included, and (7) given the size of the appurtenant land it would be difficult for a valuer to attribute to it a nominal value.

66. Following Mr Dyer, Ms Bhogal gave her closing submissions, in summary as follows: (1) no valuation has been given to support the £350,000 of value attributed to the neighbouring property, (2) initially Mr Dyer had referred to 140 units, then to a more realistic 80 units, whereas as Mr Lewis says in his paragraph 5.0.28 [170], there are 65 units in the planning application, and (3) the best case scenario is £350,000, the worst-case

scenario is £nil.

67. Taking the Tribunal to the site plan at page 39 of the bundle [39] and referring to the strip of land to provide access to the site, Ms Bhogal submitted there had been no reference to any consultation process being required with those who have rights of access to the driveway (set out in Mr Lewis's paragraph 5.0.24 [169]) and that any such consultation process would reduce the value attributable. Ms Bhogal concluded on this point to confirm Mr Lewis's paragraph 5.0.26 [169] where he says, 'The external areas are shared and restricted and therefore do not have anything other than nominal present value, which I have valued as a nominal £100.'

68. Ms Bhogal submitted the driveway is narrow and any reference thereto as an access to a Community Centre was purely speculative. Taking the Tribunal to the proposed site access plan (an extract from the plan submitted as a part of the planning application) [184] Ms Bhogal submitted this demonstrated the freeholder had identified the access point to the site to be from The Ridge.

69. Notwithstanding any planning application to postdate the valuation date, any access off The Ridge to the site by way of a T-junction would be required to be assessed with green spaces and the green infrastructure network in mind. Access over footpaths is restricted by East Sussex County Council – see Mr Lewis's paragraph 5.0.32 [170].

70. Ms Bhogal went on to refer to Mr Lewis's paragraph 5.0.33 [170] where he says in a new Design and Access Statement prepared in October 2025, the access to the site is from The Ridge and the illustrative masterplan shows the existing vegetation between Sandrock Hall's driveway and the site would remain unaltered. That is to say, notwithstanding the statement postdates the valuation date, the question as to whether vegetation can be disturbed in any event has not been considered.

71. Ms Bhogal concludes to say there is nominal value attributable to the appurtenant property and the common parts for which Mr Lewis has given his opinions of low and high estimates - £100 and £200 respectively [157].

72. The valuation of £400,000 given by Mr Dyer is speculative, misguided, has not taken into consideration green space access plans and no worst-case scenario has been given. An access point off Sandrock Hall's driveway would cross a public footpath which East Sussex County Council has said is to be maintained. All the items listed in Mr Dyer's paragraph 8.7 [201] are speculative. For those reasons Mr Lewis's evidence is to be preferred.

73. For clarity the Tribunal summarises the parties' positions on the enfranchisement price:

1) The value of the freeholder's interest in the specified premises is agreed at

£3,500.

2) Mr Lewis says the value of the appurtenant property is £100 and there is nominal value attributable to the subject property relating to the reversioner's neighbouring property.

3) Mr Dyer says the value of the appurtenant property is £50,000 and the value attributable to the subject property relating to the reversioner's neighbouring property is £350,000 (for which the Tribunal might take a 'more realistic' view of £200,000 (to equal £2,500 times 80 (units))).

74. In its closing remarks the Tribunal requested that a copy of the lease of flat 3 be forwarded, with its corresponding Title plan. The Tribunal went on to confirm it would carry out its external inspection of the property, the neighbouring site and immediate environs from 10.00am on Wednesday 8 April 2026, for which it did not require to be accompanied.

75. Just as the Tribunal was about to rise, Ms Bhogal asked whether a further point could be made to the Tribunal. Mr Dyer gave a short submission in reply to Ms Bhogal's request that sufficient opportunity had been given to both parties to present their cases, and that the Tribunal should disallow any request to submit further evidence. The Tribunal concurred with Mr Dyer.

The Tribunal's Inspection

76. The Tribunal carried out its external inspection on Wednesday 8 April 2026, commencing at 10.00am. The purpose of the inspection was for the Tribunal to familiarise itself with the lie of the land, the appurtenant property and the external common parts (with particular regard to the driveway), the neighbouring property, the footpath, the green spaces, and the immediate road infrastructure – The Ridge, A2100. The Tribunal comments on its relevant findings later.

Preliminary Issue – The Case Management Application

77. Mr Leedham, on behalf of the participating tenants, submitted an application for a Case Management Order ('the CMA') on 14 April 2026 to request consent for further evidence be provided to the Tribunal for the reasons given. Enclosed with the CMA were the documents Mr Leedham requested to be taken into consideration by the Tribunal before making its determination. The CMA was copied to Ms Katherine Thorpe of Brady Solicitors on 16 April 2026.

78. In an email to the Tribunal dated 17 April 2026, Mr Dyer, on behalf of the reversioner, gave his objections to the CMA in terms of both its contents and the grounds of the application.

79. The Tribunal gave its Decision dated 14 May 2026 to determine the CMA as preliminary issue in this decision. The Tribunal did so because to reach its decision, the sequence of events pursuant to the Tribunal giving its

Directions up to and including its inspection on 8 April 2026 are required to be reviewed, which in turn is to be detailed in its decision and which it has now done so. To have duplicated the processes would neither have made optimum use of the Tribunal's time nor that of the parties.

80. In the CMA, Mr Leedham says:

6. Brief description:

'The hearing for these proceedings took place on 1 April 2026. An inspection of the property took place on 8 April 2026. The Applicant now wishes to submit evidence to the Tribunal in this matter being a proposed site access plan prepared by Croft Transport Planning and Design, for Gladman Developments (dated December 2021) and National Highways Planning Response.

This evidence was referred to by the Respondent during the hearing but was not part of the bundle as it had not been provided by the Respondent to the Applicant, their surveyor or Counsel prior to the hearing.

The Respondent's surveyor's report itself includes Policy SH1 – Land Adjacent to Sandrock Park, The Ridge, together with the associated site allocation map. That policy document, included by the Respondent's surveyor in his own submission, explicitly states that any development of the allocated site will require a new vehicular access, that proposals must demonstrate consideration of transport improvements on The Ridge as advised by the Local Highway Authority. The site allocation map included by the Respondent's surveyor shows the SH1 boundary clearly. The external grounds of Sandrock Hall claimed in these proceedings fall outside that boundary.

The Applicant has now obtained a transport drawing prepared in December 2021 – reference 3607-F01, prepared by Croft Transport Planning and Design for Gladman Developments – which shows a purpose-built junction designed directly onto The Ridge for access to this very site. This drawing predated the valuation date of 28 February 2025 by over three years, and it demonstrates that the developer's own professional transport consultants had already resolved the access question without any reference to Sandrock Hall's, the subject property in these proceedings, driveway.

This evidence should be provided to the Tribunal prior to their determination as it is clearly very relevant to the matter being determined.'

7. Grounds/Reasons for the application or request:

The evidence referred to above and enclosed with this application is fundamental to the case and would have been provided earlier had the Respondent's surveyor complied with the Directions correctly. The Respondent did not provide their surveyor's expert report until 27 February 2026. This fell-foul of the Tribunal's Directions numbers 15 and

16 and led to the report not being included in the bundle. The Respondent's surveyor referred to the 2021 Gladman transport drawing and the National Highways response from January 2025 in the proceedings but they were neither evidence, nor in the bundle. The Applicant has suffered prejudice by not being able to have had previous sight of these documents which are enclosed for the Tribunal's reference.'

81. In summary the documents enclosed with the CMA are:

1) A proposed site access plan for the project – The Ridge, drafted by Croft Transport Planning & Design for Gladman, dated December 2021.

2) A letter dated 3 June 2025 from East Sussex County Council to Head of Planning, Housing and Planning Services, Hastings Borough Council, for the attention of Mr Paul Howson, to advise the application for outline consent for the erection of up to 65 dwellings with recommendation to object due to insufficient information.

3) A letter dated 3 June 2025 from National Highways Operations Directorate to Hastings Borough Council, also for the attention of Mr Paul Dowson, to advise the Council's Reference: HS/OA/25/00219 and proposal for outline planning consent for up to 65 dwellings to offer no objection.

82. Mr Dyer has made the following objections:

1) The 2021 Gladman Transport Drawing referred to was included within the Applicant's bundle/submission. I am not aware of referring to a January 2025 response.

2) I am not aware of introducing any new evidence as I only referred to items contained within the Applicant's bundle and my own.

3) I believe it was agreed at the hearing bundles submitted could be used and there was no prejudice although this may need confirming with the Judge presiding.

4) On the basis of the above the Applicant cannot have suffered prejudice.

Mr Dyer concludes to say, 'It appears that the Applicant is attempting to introduce new evidence/raise additional points, they tried to do so at the end of the hearing which was refused on the grounds that they had been given adequate opportunity to present their case.

83. The Tribunal addresses Mr Dyer's objections, as follows:

1) The site access plan prepared by Croft Transport Planning and Design, for Gladman Developments (dated December 2021) is included in the bundle. It is Appendix D [184] to Mr Lewis's Expert Report. The

Tribunal has reviewed its notes taken during the hearing and has no reference to Mr Dyer having referred to 'National Highways response from January 2025.' To clarify, National Highways' response is not dated January 2025, it is dated 3 June 2025. It is the Tribunal's understanding the reply form is labelled 'National Highways Planning Response (NHPR 25-01) January 2025.'

2) Following what the Tribunal says at 1) above, the Tribunal has no note of Mr Dyer as having introduced any new evidence. The Tribunal was only taken to documents in the bundle, which included Mr Dyer's Report for Tribunal [195-217 inc.].

3) At the commencement of the Hearing, the Tribunal accepted Mr Dyer's Report for Tribunal into the bundle, notwithstanding the timing of its submission was such that it had fallen foul of Directions' numbers 16 and 17.

4) See below.

The Tribunal finds this somewhat disingenuous of Mr Dyer bearing in mind what the Tribunal says at 3) above. Yes, Ms Bhogal did request to make a final submission at the end of the Hearing, and it was refused by the Tribunal, see paragraph 75 above.

84. The Tribunal adds the following:

1) The Tribunal notes that whereas Mr Leedham is the signatory to both the CMA and the Nominee Purchaser's notice, he did not attend the Hearing.

2) Mr Dyer's Report for Tribunal includes at its Appendix 4 'SH1 – Land adjacent to Sandrock Park, The Ridge' [213-215], which in turn includes the details outlined by Mr Leedham.

3) It is clear to the Tribunal from Mr Lewis's Appendix D and Mr Dyer's Appendix 4, a potential resolution to the question of how to access the neighbouring site had been considered and the proposal drafted by Croft Transport Planning & Design dated December 2021 confirms the same

.

4) The Applicant may have suffered prejudice at some time during the proceedings, but the Tribunal determines not with respect to the documents that Mr Leedham has requested to be submitted in evidence and to be added to the bundle. To understand why, is to understand Mr Dyer's evidence given in his report and orally at the Hearing on the question of the planning application with its associated proposed access off The Ridge to the site. Mr Dyer's evidence is that any value in relation to the enfranchisement price attributable to the ownership of the neighbouring site and its development opportunity is 'speculative' in that the planning application for the same postdates the valuation date. The information available to the hypothetical purchaser formulating his bid for the freehold interest on the subject is limited to

that in the Local Plan – 'SH1.' The plan provided in the CMA (which is also Appendix D to Mr Lewis's Expert Report), as Mr Dyer said in oral evidence, was privileged at the valuation date, and would not have been in the public domain. It follows the two subsequent letters from East Sussex County Council and National Highways, both dated 3 June 2025, correspondingly postdate the valuation date too.

5) To have submitted the CMA is not to have understood Mr Dyer's evidence in chief and his subsequent oral evidence at the Hearing on the valuation question with this regard.

Preliminary Issue

85. To that end the Tribunal has no difficulty to determine to refuse the Applicant's request in their CMA for the enclosed documents to be added into the bundle as further evidence.

The Tribunal's Discussion, Valuation and the Enfranchisement Price

86. The Tribunal is grateful to the parties for their assistance in these proceedings, including their respective contributions at the Hearing. Following what the Tribunal says at paragraphs 12 and 13 above, it limits its discussion to those matters relevant for it to reach its decision.

87. The disputed issues are set out in paragraph 23 above, and the parties' respective positions are set out in paragraph 73 above.

88. Pursuant to the Hearing the Tribunal has been provided with a copy of the lease of flat 3, with its corresponding Title plan. The Title plan shows the patio garden as described by Mr Lewis in his paragraph 4.0.14 [164] is not within the demise of flat 3, see paragraph 63 above. Clause 9(6) of the lease of flat 3 confirms the reversioner has the reserved rights to which Mr Dyer had referred to in his questions to Mr Lewis.

89. The Tribunal notes the sum of £100 that Mr Lewis speaks to for the appurtenant land is the same as that he had advised in his Assessment of Freehold Value to be offered in the notice [108 and 138]. The corresponding sum of £400,000 that Mr Dyer speaks to is the same as that the reversioner counter-proposed in the counter-notice [120]. Mr Dyer confirms that having inspected the property on 1 May 2025, he had prepared his valuation on 6 May 2025.

<u>The Expert evidence of Mr Lewis</u>

90. In his Assessment of Freehold Value Mr Lewis says the property does not appear to have the hope of any value arising from development, which the freeholder might claim should be paid in compensation [137], and at his Appendix 2 to the same he tabulates: Calculations, Summary of Collective Enfranchisement Price – Low and High estimates: Value from internal and

external common parts: £100 and £200, and Other compensation, including development value: £0 and £0 [157].

91. In paragraphs 5.0.27 and 5.0.29 of his Expert Report [169-170] Mr Lewis outlines his understanding that the £400,000 for the appurtenant property relates to the landlord's ownership of a neighbouring property and there is a broad suggestion there is value attached to access to the site from the driveway that leads to Sandrock Hall.

92. The Tribunal has summarised the answers given by Mr Lewis to Mr Dyer's questions in paragraph 56 above. Mr Dyer asked Mr Lewis how he had assessed the value of the appurtenant land with respect to the following items: flat 3, the garages, the carports and the potential for any mews type development. Mr Dyer was critical of Mr Lewis's admission that he had neither considered development over the carport, nor any mews type development.

93. In his closing submissions, Mr Dyer said that it was hard as a Valuer to attribute a nominal value to the appurtenant land given its size. In her closing submissions, Ms Bhogal took the Tribunal to Mr Lewis's breakdown of valuations in his Assessment of Freehold Value [157] where he had given his low and high estimates and that his low estimate of £100 for the appurtenant land was that the Tribunal should determine.

The Expert evidence of Mr Dyer

94. Mr Dyer's evidence on the value of the appurtenant land and adjoining access is at paragraph 8.0 of his report [200-201]. At his paragraph 8.7 Mr Dyer lists in summary his view that the appurtenant parts have speculative value, see paragraph 46 above. To the first four bullet points Mr Dyer has attributed £50,000 and to the fifth (the latter), that associated with the adjoining land he has attributed £400,000 (based on 140 units). Although during questions from Ms Bhogal, Mr Dyer said that to base the latter on 80 units would be more realistic.

95. The Tribunal has outlined Mr Dyer's replies to Ms Bhogal's questions in paragraphs 58 to 62 above.

96. In his closing submissions, outlined in paragraph 65 above, Mr Dyer said the value attributable to the appurtenant land was on a speculative basis and that as the valuation date preceded the date the planning application was submitted for the neighbouring property, all options were available to the prospective purchaser of the freehold interest.

97. In her closing submissions outlined in paragraphs 66 to 72 above, Ms Bhogal was critical of both of Mr Dyer's valuations and reiterated Mr Dyer's opinion that both values were speculative and were supported by neither valuation evidence, nor calculations, nor development appraisals.

The Tribunal's observations and determinations

98. In paragraph 52 above the Tribunal lists the attendees at the Hearing and their respective roles. It is striking that the reversioner had neither a Solicitor nor Counsel to represent them at the Hearing, bearing in mind the quantum of value their Expert valuer was speaking too.

99. Both Valuers spoke to the respective sums for the appurtenant land offered in the notice and the landlord's subsequently counter-proposal - £100 and £400,000.

100. The Directions required the parties' Valuers to have exchanged valuations and have communicated with each other to seek to narrow the issues in dispute by 5 February 2026. The Memorandum of Agreed Facts (and matters not agreed) is signed and dated by the Valuers on 12 and 13 February 2026. The parties were to have exchanged the evidence upon which they rely by 19 February 2026.

101. Mr Lewis's Expert report is dated 10 February 2026. It had been prepared in accordance with the Directions. At paragraph 5.0.29 [170] Mr Lewis says, 'The broad suggestion is that there is £400,000 of value attached to access to the Planning Application site from the driveway that leads to Sandrock Hall…' The inference is that at the time of Mr Lewis's drafting, any negotiations with respect to the value of the appurtenant land had led him to believe the value of £400,000 was solely attributable to the ownership of the neighbouring property, and not as Mr Dyer subsequently apportions in his Expert report dated 26 February 2026. 26 February 2026 is the date by which the Applicant was required to have assembled the agreed contents of the bundle and sent one copy to the Tribunal.

102. Mr Lewis has been consistent in his valuation advice to Sandrock Hall RTM Company Limited and his subsequent Expert report given to which he has spoken to at this Tribunal. He has said the property does not appear to have the hope of any value arising from development and that the external areas are shared and restricted and therefore do not have anything other than nominal present value, which he goes on to value at £100. In his questions, Mr Dyer was critical of Mr Lewis for not having considered the possibility to create garden areas, to develop the carports, garages and a mews type house. Not to have considered a factor in a valuation is one matter; to have considered a factor in a valuation and then not to have referred to it and included it in one's report is another, see paragraph 60 above.

103. Mr Dyer's evidence to support his valuation of the appurtenant land and the adjoining access, in aggregate to £400,000, is limited to six sub-paragraphs and a summary. In both her questions and closing submissions Ms Bhogal was critical of Mr Dyer's Expert evidence in speaking in

aggregate to £400,000 for having provided neither calculations, nor development appraisals, nor worst-case scenarios to support the same. In closing, Ms Bhogal said Mr Dyer's valuation to £400,000 was both speculative and misguided.

104. The Tribunal carried out its inspection on 8 April 2026. To be clear, the requirement and the context of the Tribunal's inspection was to familiarise itself with the lie of the land, not to carry out an in-depth site survey. The parties had provided various photographs to assist to present their cases. These assisted the Tribunal.

105. Following the evidence given by the parties, both in chief and orally at the Tribunal, its inspection and the Tribunal's specialist knowledge, the Tribunal has determined a prospective purchaser would attribute a relatively nominal value to the appurtenant land in aggregate at the property.

106. The Tribunal has no valuation evidence before it to assist in its analysis of the individual items, but Mr Dyer has given a summary of the parts that he says have speculative value. Doing the best it can, the Tribunal has determined a prospective purchaser would attribute relatively nominal value in aggregate, in general terms, to the prospect of allocating and regularising patio/garden/conservatory areas; creating additional parking/garages; and the potential to develop an additional dwelling(s). The Tribunal attributes £500 to these items.

107. As to facilitate access and/or releasing development land within an allocated housing site, the Tribunal has determined a prospective purchaser would attribute a nominal value of £1.

Enfranchisement Price

108. Accordingly, the Tribunal has determined the enfranchisement price to be the aggregate of £3,500 and £500 and £1, to equal £4,001, say £4,000 (Four Thousand Pounds).

109. The Tribunal has determined the price payable by the Applicant for the collective enfranchisement in Sandrock Hall, The Ridge, Hastings, East Sussex, TN34 2RB ('the premises') is £4,000 (Four Thousand Pounds), under section 24(1) and Schedule 6 of the Leasehold Reform, Housing and Urban Development Act 1993 (as amended) ('the 1993 Act'), to exclude costs.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.