



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

|                                  |                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Case Reference</b>            | : HAV/45UC/OCE/2026/0003                                                                                    |
| <b>Property</b>                  | : 68 South Terrace, Littlehampton, BN17 5LG                                                                 |
| <b>Applicant</b>                 | : 68 South Terrace Ltd                                                                                      |
| <b>Representative</b>            | : Stan Gallagher of counsel<br>Anthony Gold Solicitors                                                      |
| <b>Respondent</b>                | : Marcus Quinn                                                                                              |
| <b>Representative</b>            | : Hugh Rowan of counsel<br>Commonhold & Leasehold Experts Ltd                                               |
| <b>Type of Application</b>       | : Rule 9 of the Tribunal<br>Application for determination of price payable for a collective enfranchisement |
| <b>Tribunal Members</b>          | : Regional Judge Whitney<br>Judge Pattni-Evans                                                              |
| <b>Date and venue of Hearing</b> | : 24 July 2026 at Havant Justice Centre                                                                     |
| <b>Date of Decision</b>          | : 4 August 2026                                                                                             |

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**DECISION**

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## **DECISION**

**This is the formal decision of the Tribunal:**

**A. The Applicant’s case is struck out under Rule 9 of the Tribunal Procedure (First-tier) (Property Chamber) Rules 2013.**

**B. This is because no valid application was made in accordance with Section 24 of the Leasehold Reform, Housing and Urban Development Act 1993 within six months of the date of the counter-notice.**

**The Tribunal gives detailed reasons for the decision below.**

### **Introduction**

1. The Applicant sought a determination of the terms upon which it may collectively enfranchise the freehold of 68 South Terrace, Littlehampton, BN17 5LG under section 24 of the Leasehold Reform, Housing and Urban Development Act 1993 (the “**1993 Act**”). The central issue in this application is whether the initial documents submitted to the Tribunal on 3 March 2026 were sufficient to amount to a valid application to the Tribunal?
2. If the initial documents were not sufficient, the application was not made in time, and the Tribunal lacks jurisdiction to determine the enfranchisement claim.
3. This matter was listed for a preliminary determination following a notice to strike out issued under Rule 9 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“**Tribunal Procedure Rules**”). The Tribunal heard submissions from counsel on behalf of both the Applicant and the Respondent and considered their written skeleton arguments and authorities. The absence of specific reference to any document, authority, or submission in this decision should not be taken to indicate that it has not been considered. Rather, the Tribunal has focused on the principal issues requiring determination. In preparing this decision, the Tribunal has had regard to the Senior President of Tribunals’ Practice Direction: *Reasons for Decisions* dated 4 June 2024.

## Initial Documents

4. There is no material dispute of fact in this case. Neither party contends that the initial documents transmitted contained anything beyond what was before us. However, given the central importance of those documents to the issues we must determine, we consider it necessary to set out their respective contents in some detail.
5. The cover email dated 3 March 2026 sent at 12:45hrs, was from Ian Mitchell (the Applicant's solicitor) to the Tribunal's administrative email address copying in Matt Hollamby and Samantha Ziabi. The subject line is the Property address, and the email says:

*Section 24(1) application under the Leasehold Reform, Housing and Urban Development Act 1993.  
Re Freehold Acquisition 68 South terrace, Littlehampton, BN17 5LG ("property")  
applicant 68 S terrace limited respondent Marcus Quinn.*

*We act for the applicant leaseholders in this enfranchisement claim in respect of the above property where the parties have been unable to agree the terms of acquisition. Please open this case and provide us with payment details for the relevant issue fee this e-mail has been copied to the respondents representative.*

6. The attached documents included only page 18 of the model form "Leasehold 9". To put that into context, the Leasehold 9 Form is the correct form for leasehold enfranchisement and lease extension claims. Whilst, unlike the CPR, the forms are not prescribed, Leasehold 9 requires very specific information including the type of application being made to the Tribunal – there are six options which principally concern the identity of the landlord and the nature of the claim. There is, notably, a clear warning on the cover page which says as follows:

*You must complete all sections and provide all documentation requested otherwise the tribunal cannot progress your application.*

*If you are unable to do so you must explain why at the end of this form and the tribunal will decide whether or not the application can proceed.*

7. Page 18 of the model form contains section 12 which is the statement of truth, this was signed and dated by Ian Paul Mitchell. Section 13 is the relevant section for additional information to explain why sections have not been completed – this was left blank.
8. The other documents include a specimen lease, Section 13 Notice dated 20 August 2025 and the Counter-Notice dated 15 September 2025. Together these documents comprise the '**initial documents**'.
9. The remainder of Leasehold 9 Form, and as such the details of the application, were notably absent. Later, on the same date, the Tribunal acknowledged receipt of the email and informed the Applicant's solicitors that the complete application form had not been attached. However, no further action was taken and the six-month statutory time limit expired.
10. On 8 April 2026 at 12:28hrs, the Respondent's solicitors emailed the Tribunal and the Applicant's solicitors asking whether a full application was lodged. There was then a further delay, and only on the next day 9 April 2026 at 16:16hrs, the Tribunal received a completed Leasehold 9 Form. This was over a month after the initial documents had been sent to the Tribunal.
11. On 14 April 2026, the Respondent's solicitors emailed the Tribunal at 16:51hrs saying:

*Further to the below, noting the date of the email below, and the date of the counternotice (15 September 2025) we cannot see that any application has been made within the requisite timeframe, with reference to section24(2) of the LRHUDA 1993*

12. In preparation for the preliminary hearing, the Applicant provided the Tribunal with a statement of case signed by Mr Mitchell and dated 18 June 2026. This said, inter alia, that before the statutory deadline, the applicant had completed, signed and scanned the application, but inadvertently attached an incomplete version of the Leasehold 9 form when emailing the Tribunal on 3 March 2026. Mr Mitchell says this was a genuine administrative error caused by confusing file labels within the computer's attachment folder. He believed that the correct completed application had been submitted and at all times intended to lodge the application before the deadline.
13. Mr Mitchell further explained that when the Tribunal notified the Applicant that the attachment was incomplete, the email was sent to his

assistant Samantha Ziabi and not to him directly. He says he was therefore unaware of the issue. The omission only came to light on 9 April 2026 following correspondence from the respondent's solicitor from the 8 April 2026. Mr Mitchell says he then took steps to provide the Tribunal with the complete application.

### **The Applicant's Case**

14. Turning then to the legal arguments advanced by each party. The Applicant argued that it made a valid application within the statutory six-month time limit. The initial documents lodged on 3 March 2026, when read together, identified the statutory basis of the claim, the property, the parties, and the disputed terms, which could readily be ascertained from the initial notice and counter-notice. Both the Tribunal case officer and the Respondent's solicitors proceeded on the basis that an application had been lodged, describing it as incomplete rather than absent. Accordingly, viewed objectively, the material filed on 3 March 2026 constituted an application under section 24(1).
15. Alternatively, the Applicant submitted that any failure to provide the complete Leasehold 9 form did not mean that no application had been made; rather, it amounted to a procedural irregularity. The 1993 Act does not prescribe a particular form by which an application must be made, and the Tribunal Procedure Rules cannot alter the statutory meaning of section 24(1).
16. The Applicant relied principally on Rule 8, which provides that non-compliance with procedural requirements does not automatically invalidate proceedings and allows the Tribunal either to waive defects or to direct that they be remedied. Since the complete Leasehold 9 form was subsequently filed on 9 April 2026, the Applicant contended that any defect had been cured. Reliance was also placed on Rule 3 and the Tribunal's overriding objective. Ultimately, the question is whether what was sent on 3 March 2026 satisfied the minimum requirements of an application under section 24(1). As the Applicant put it rhetorically: what else could the documents have been, if not an application?
17. That, on the Applicant's case, was the central issue. Rule 8 can only assist if there was an application in existence to begin with; if no application was made at all, Rule 8 has no role to play. The real question is therefore whether the initial documents lodged on 3 March 2026 crossed the threshold necessary to constitute an application. Although the filing lacked formality and was incomplete, it was nevertheless clear that the Applicant was seeking a determination

under section 24(1). The Tribunal must therefore decide whether those initial documents were sufficient to amount to an application, albeit a defective one, rather than no application at all.

### **The Respondent's Case**

18. The Respondent argued that the initial documents did not constitute a valid application because they omitted essential information required by Rule 26 of the Tribunal Procedure Rules and by the statutory scheme itself. The Respondent submitted that an application was only “made” when an applicant had done everything necessary to set the Tribunal process in motion in accordance with the prescribed procedure, and that this was an objective test to be assessed by reference to what was actually filed, rather than the Applicant’s intentions.
19. The Respondent emphasised that the Tribunal could not properly understand or process any claim from the documents lodged before the deadline because they failed to identify fundamental matters, including the issues in dispute, the addresses of the parties, the relief sought, and the grounds for the application. These were said to be substantive omissions going to the heart of the statutory process rather than mere technical defects. In particular, the Respondent referred to the cover email referring to ‘leaseholders’ rather than the ‘nominee purchaser’.
20. The Respondent also relied on the practical history of the matter. The Tribunal immediately informed the Applicant that the application was incomplete, and it was only after the fully completed Leasehold 9 form was filed on 9 April 2026 that the Tribunal allocated a reference number and requested the application fee. On that basis, the Respondent contended that no valid application had been made by the statutory deadline and that the Initial Notice was therefore deemed withdrawn under section 29(2)(a) of the 1993 Act.
21. The Respondent contended that the central requirement of section 24(1) of the 1993 Act was the identification of the matters remaining in dispute between the parties, namely the terms of acquisition requiring determination by the Tribunal. Those disputed terms were at the core of the statutory scheme and were referred to repeatedly within section 24. In the Respondent’s submission, an application that did not adequately identify the issues requiring determination could not satisfy section 24(1), because the Tribunal would be unable to understand the substance of the claim or the relief sought. Accordingly, the documents

filed on 3 March 2026 fell short of the minimum requirements necessary to constitute a valid application.

## **LAW**

### ***Primary Legislation***

22. Section 24 of the 1993 Act (as amended by The Transfer of Tribunal Functions Order 2013 (S.I. 2013/1036) says as follows:

(1) Where the reversioner in respect of the specified premises has given the nominee purchaser—

- (a) a counter-notice under section 21 complying with the requirement set out in subsection (2)(a) of that section, or
- (b) a further counter-notice required by or by virtue of section 22(3) or section 23(5) or (6),

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 or further counter-notice was so given, [the appropriate tribunal] may, on the application of either the nominee purchaser or the reversioner, determine the matters in dispute.

(2) 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 or further counter-notice was given to the nominee purchaser.

[...]

(8) In this Chapter “the terms of acquisition”, in relation to a claim made under this Chapter, means the terms of the proposed acquisition by the nominee purchaser, whether relating to—

- (a) the interests to be acquired,
- (b) the extent of the property to which those interests relate or the rights to be granted over any property,
- (c) the amounts payable as the purchase price for such interests,
- (d) the apportionment of conditions or other matters in

connection with the severance of any reversionary interest, or

(e) the provisions to be contained in any conveyance, or otherwise and includes any such terms in respect of any interest to be acquired in pursuance of section 1(4) or 21(4).

### ***Tribunal Procedure Rules***

23. The following are relevant extracts of the Tribunal Rules of Procedure:

#### *Rules not overriding enactments*

*2. Nothing in these Rules overrides any specific provision that is contained in an enactment which confers jurisdiction on the Tribunal.*

#### *Failure to comply with rules, practice directions or Tribunal directions*

*8. (1) An irregularity resulting from a failure to comply with any provision of these Rules, a practice direction or a direction does not of itself render void the proceedings or any step taken in the proceedings.*

*(2) If a party has failed to comply with a requirement in these Rules, a practice direction or a direction, the Tribunal may take such action as the Tribunal considers just, which may include—*

- (a) waiving the requirement;*
- (b) requiring the failure to be remedied;*
- (c) exercising its power under rule 9 (striking out a party's case);*
- (d) exercising its power under paragraph (5); or*
- (e) barring or restricting a party's participation in the proceedings.*

#### *Starting proceedings*

*26.—(1) An applicant must start proceedings before the Tribunal by sending or delivering to the Tribunal a notice of application.*

*(2) Such an application must be signed and dated and, unless a practice direction makes different provision, include—*

- (a) the name and address of the applicant;*
- (b) the name and address of the applicant's representative (if any);*
- (c) an address where documents for the applicant may be sent or delivered;*
- (d) the name and address of each respondent;*

- (e) the address of the premises or property to which the application relates;
- (f) the applicant's connection with the premises or property;
- (g) the name and address of any landlord or tenant of the premises to which the application relates;
- (h) the result the applicant is seeking;
- (i) the applicant's reasons for making the application;
- (j) a statement that the applicant believes that the facts stated in the application are true;
- (k) the name and address of every person who appears to the applicant to be an interested person, with reasons for that person's interest; [...]
- (n) all further information or documents required by a practice direction.

## **Case Law – Authorities**

### **Civil Procedure Rules**

24. It was common ground between the parties that there is no legal authority directly on point. Nevertheless, reliance was placed upon several decisions said to be analogous to the present circumstances. We deal with those authorities briefly below. In doing so, we note that these concerned the exercise of the civil courts' jurisdiction, whereas this Tribunal derives its powers from a separate statutory framework. Their relevance must therefore be assessed in that context.
25. Page v Hewetts Solicitors [2013] EWHC 2845 (Ch)) was referred to for the proposition that the starting point in determining when an action is “made” is a proper construction of the statute that permits or requires the application in question. Such construction must have regard to the statutory purpose of the application and to the consequences Parliament attached to a failure to make a valid application in time
26. Aly v Aly (Court of Appeal, unreported, 1 January 1984) for the proposition that starting proceedings requires a unilateral act by the applicant which does not depend on steps taken by someone else. There, Lord Justice Eveleigh surmised that it requires an applicant doing all that is in their power to do to “set the wheels of justice in motion” according to the procedure that is laid down for the pursuit of the relief that they are seeking.
27. In Hassan-Soudey (aka Sarah Hamilton) v Siniakovich [2026] EWCA Civ 215, Lady Justice Andrews explained that the court should only be concerned what was in fact done, neither the reasons for doing so nor

the applicant's mindset are relevant. This was a case where the pivotal error concerned the non-payment of an application fee.

28. Similarly, in Barnes v St Helen's Metropolitan Borough Council [2006] EWCA Civ 1372; [2007] 1 WLR 879, the application concerned a claim form lodged with the County Court within the requisite limitation period but not issued by the court staff until some days later when it would have been out of time. The court held that the claim was in time and focused on the unilateral act by the claimant.

### *Decisions of the Upper Tribunal*

29. The Tribunal was also referred to the decision of Martin Roger KC, Deputy Chamber President of the Upper Tribunal in Jevan v Athansiadi [2024] UKUT 358 (LC). This case considered whether the effective commencement of tribunal proceedings by making an application to the FTT required that an appropriate fee must be paid or tendered. The following passages are of note:

*22. Although Page demonstrates that the relevant question is about what section 41(2) means when it refers to a claim being “made”, Page also shows that the answer to that question may be found in the relevant procedural rules. The FTT Rules cannot change the meaning of the statute, or extend a statutory time limit, but if the meaning of the statute is that, in order to make an application or bring a claim, a litigant must do everything required by the applicable rules, then those rules will be very relevant in identifying the necessary steps.*

*23. The CPR are not applicable to tribunal proceedings and no assistance on what is required to make a claim in the FTT will be found in examining them. Although I was referred to a number of CPR authorities on the filing of documents and the issuing of proceedings at court, I do not think it is necessary to analyse them.*

30. Finally, and perhaps the most salient observation from Martin Rodger KC applicable to this case is at paragraph 30 which says:

*30. There was no issue in this appeal about the sufficiency of the information supplied with the application under section 41(2) so it is not necessary to consider whether there is a minimum compliance threshold below which a document could not sensibly be described as a notice of application. The only default in this case was the failure to pay the fee within time.*

31. However, in an earlier authority, *Lough's Property Management Ltd v Robert Court RTM Co Ltd* [2019] UKUT 105 (LC) Martin Rodger KC considered whether a standard form right to manage application was served in time in accordance with the Commonhold and Leasehold Reform Act 2002 s.84(3) where it contained irregularities which were not rectified until after the two-month time limit for making such applications. Again, the case illustrates the interaction between primary legislation and the Tribunal Procedure Rules:

*39. I nevertheless agree with Ms Madjirska-Mossop's submission that rule 8 cannot be used to cure a defect in compliance with the minimum requirements of section 84(3). The requirements are substantive and they had either been satisfied by 9 June by the making of an application for the relevant determination or they had not. If they had not been satisfied by that date, because no request had yet been made for determination of entitlement, the consequence of deemed withdrawal provided for by section 87(1)(a) would be the claim notice that consequence is specified in the statute and cannot be avoided by reliance on rule 8 or any other procedural tool.*

*40. Rule 8 could of course be relied on to preserve an application under 84(3) from any adverse consequence of a failure to supply the documents required by the FTT's own practise direction the claim notice and counter notice. Compliance with the practise direction is a requirement of the rules and the consequence of non-compliance can therefore be provided for by the rules but the rules cannot modify the requirements of the 2002 act itself.*

## **Decision**

32. In the Tribunal's judgment, the central question is not whether the initial documents complied perfectly with every requirement of Rule 26 of the Tribunal Procedure Rules. Rather, the issue is whether what was lodged was sufficient in law to constitute an application for the purposes of section 24(1) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the 1993 Act").
33. We accept the Applicant's submission that the initial documents contained material which identified the property, parties and the relevant legislation. It is also correct that the case officer did request a

complete copy of the form and did not expressly reject the email as an application. That approach is not without relevance, but very little weight can be attached to it. The case officer's correspondence is part of an administrative function and true to the warning on the cover page of the Leasehold 9 Form, the Tribunal did not progress the application. No steps were taken to issue the application or allocate a case reference - the effect of the initial documents was insufficient to set the 'wheels of justice' in motion.

34. The starting point for engaging the Tribunal's jurisdiction must be section 24 of the 1993 Act itself. As was recognised in *Page*, the question of when an application is "made" is ultimately one of statutory construction. The answer depends upon the language, purpose and structure of the relevant legislative scheme. We therefore begin with section 24 of the 1993 Act rather than with the Tribunal Procedure Rules.
35. In that respect, we do not accept the Applicant's submission that section 24 of the 1993 Act provides little assistance. Section 24(1) confers jurisdiction on the Tribunal to determine "the matters in dispute" between the nominee purchaser and the reversioner. The subsection assumes the existence of a dispute concerning the "terms of acquisition" which remains unresolved following service of the relevant counter-notice. Equally, section 24(8) contains an expansive definition of "the terms of acquisition". It follows, in our view, that an application under section 24 must identify with sufficient clarity both the statutory claim being advanced and the matters said to remain in dispute such that the Tribunal's jurisdiction is engaged.
36. The statutory language is significant. Parliament did not simply require the filing of documents within six months. Rather, it required an application to be made to the Tribunal for the determination of disputed terms. The existence and identification of those disputed terms is therefore integral to the statutory jurisdiction itself. The Tribunal is not concerned merely with the commencement of proceedings in the abstract; it is concerned with the determination of identified matters which remain in dispute between the parties.
37. The Tribunal derives some assistance from the authorities relied upon by the parties, although we bear in mind Martin Rodger KC's observation in that authorities concerning the Civil Procedure Rules are of limited assistance in understanding what is required to commence proceedings in the First-tier Tribunal. The principles emerging from *Aly v Aly* and *Barnes v St Helens Metropolitan Borough Council* are that commencement of proceedings ordinarily depends upon a

unilateral act by the claimant and that a litigant will not generally be prejudiced by delays or administrative acts falling outside their control once they have done all that is required of them. However, those authorities do not answer the anterior question in the present case, namely whether the Applicant had done all that was required to make an application under section 24.

38. In the Tribunal's judgment, the present case is materially different from the authorities concerning the payment of fees. In both *Hassan-Soudey* and *Jevan*, the relevant default related to procedural or administrative requirements arising after, or alongside, the substantive claim. A tribunal fee does not define the nature of the dispute, identify the statutory basis of jurisdiction or explain the relief sought. The omission alleged in the present case is of a different character where the deficiency goes to the substance of the statutory application itself and to whether the Tribunal was provided with sufficient information to identify a section 24 dispute capable of engaging jurisdiction.
39. As Martin Rodger KC observed in paragraph 30 of *Jevan*, there may exist a minimum compliance threshold below which a document cannot sensibly be described as a notice of application at all. The issue did not arise for determination in *Jevan*, but the observation is a useful one. In our view, the present case requires the Tribunal to confront precisely that question.
40. The Tribunal accepts that there is no prescribed form mandated by the 1993 Act for a section 24 application. Equally, Rule 26 of the Tribunal Procedure Rules does not require the use of a particular form. However, the absence of a prescribed form does not mean that any communication will suffice. Rule 26 identifies the information which an application must contain and provides practical expression to the requirements inherent in the statutory scheme. While the Rules cannot alter the meaning of section 24, they assist in identifying what information is ordinarily necessary before it can properly be said that an application has been made.
41. In that regard, the Tribunal attaches significance to the fact that the Applicant subsequently submitted a Leasehold 9 application form. Whilst not determinative, that step tends to suggest an acceptance that the material previously lodged did not itself contain all of the information ordinarily required to commence the proceedings. The form is designed to identify, amongst other matters, the statutory basis of the application, the parties, the relevant notices and the determination sought. Those matters are not merely administrative

conveniences; they are central to the Tribunal's ability to identify the dispute over which it is asked to exercise jurisdiction.

42. The initial documents, when read together, permitted the inference that some aspects of the collective enfranchisement claim remained unresolved between the parties. In particular, the section 13 notice and counter-notice suggested that price and certain terms of acquisition had not been agreed. However, that is not the same as identifying the matters in dispute for the purposes of section 24(1). The statutory significance of section 24 lies in the fact that it confers jurisdiction on the Tribunal to determine "the matters in dispute" where "any of the terms of acquisition remain in dispute" following service of the counter-notice. The focus of the provision is therefore not merely on the existence of a dispute in a general sense, but on the identification of those terms of acquisition which remain unresolved at the end of the statutory negotiation period. An application under section 24 must consequently do more than demonstrate that disagreement persists; it must identify, with sufficient clarity, the determination sought from the Tribunal and the matters said to remain in dispute. The initial documents did not do so. They did not specify which terms of acquisition remained contentious, what determination was sought from the Tribunal, or the basis upon which the Tribunal was being asked to resolve the outstanding issues. The ability retrospectively to infer from the accompanying documents that some dispute existed is therefore insufficient to satisfy the minimum threshold for an application under section 24(1). It is not for the Tribunal to discern the nature of the dispute from the ancillary documents. It is for the Applicant to set these out.
43. We also accept the Respondent's submission that there were deficiencies in the initial documents, that were more than merely technical. Reliance was placed on the incorrect identification of the applying entity and the failure properly to identify the nominee purchaser envisaged by the statutory scheme. The distinction is not simply semantic. The identity of the nominee purchaser is a matter of legal significance under Chapter I of Part I of the 1993 Act and bears directly upon who is entitled to invoke the Tribunal's jurisdiction. Similarly, the statement of truth accompanying the initial documents was said not to verify any coherent application or statement of facts capable of supporting the relief sought.
44. Standing back and considering the matter in the round, we are satisfied that the correct approach is to identify the minimum compliance threshold required by section 24 itself. The question is whether the

documents lodged within the six-month period were sufficient to amount to an application for the determination of identified matters remaining in dispute between the nominee purchaser and the reversioner.

45. Rule 8 of the Tribunal Procedure Rules permits the Tribunal, in appropriate circumstances, to waive or remedy irregularities in proceedings. However, Rule 2 makes clear that the Tribunal Procedure Rules cannot override the requirements of the primary legislation conferring jurisdiction on the Tribunal. Before the Tribunal can exercise any procedural discretion, there must first be a valid application capable of engaging its jurisdiction – the Applicant cannot derive assistance from the Tribunal Procedure Rules because the effect of these provisions becomes circular.

46. Applying that approach, we find that the Applicant had not, by the initial documents lodged on 3 March 2026, done all that was required to invoke the Tribunal's jurisdiction to determine identified terms of acquisition said to remain in dispute. We find that email failed to provide with sufficient clarity the minimum information required to constitute an application. In our judgment the initial documents did not cross the minimum threshold required by section 24(1) and were incapable of constituting a valid application for the purposes of the six-month time limit.

## **CONCLUSION**

47. Accordingly, no valid application was made within the six-month time period required by section 24(2) of the 1993 Act. The Tribunal therefore lacks jurisdiction to determine the disputed items of acquisition. The consequence under section 29(2)(a) is that the Initial Notice is deemed withdrawn. In those circumstances the Applicant's case has no reasonable prospect of success and is struck out under Rule 9 of the Tribunal Procedure Rules 2013.

## **APPEAL RIGHTS**

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](mailto:rpsouthern@justice.gov.uk) .

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.

If the person wishing to appeal does not comply with the 28-day 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-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

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.