FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	HAV/43UL/LSC/2026/0013
Property	:	9 Swallow Close, Milford, Surrey GU8 5DJ
Applicant	:	Deborah Julia Weston
Representative	:	In person
Respondent	:	Metropolitan Thames Valley Limited
Representatives	:	Christopher Stead, Counsel
Type of application	:	For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985
Tribunal members	:	Judge Taylor (Chair) Richard Waterhouse FRICS
Date and Venue of hearing	:	5 October 2026 Havant Justice Centre
Date of decision	:	13 October 2026

DECISION

Decisions of the tribunal

1. The Tribunal determines that the building insurance costs included in the service charges for the Property are payable in the

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amounts incurred and charged :(1) 2024/25 service charge year - £576.83, and (2) 2025/26 service charge year - £582.73.

2. The Tribunal determines that, on the proper interpretation of the Lease, the costs that the Respondent has incurred in defending this Application are not chargeable to the service charge. We accordingly do not make orders under section 20C of the 1985 Act, or Paragraph 5A Schedule 11 CLRA, because none of the landlord's costs of the Tribunal proceedings may be passed to the Applicant through any service charge or administration charge.

3. The reasons for our decision are set out below.

The application

4. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") for determination of whether service charges for the service charge years 2024/25 and 2025/26 are payable and, if so, the amount which is payable.

5. The Applicant also seeks orders pursuant to section 20C of the 1985 Act and paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002 ("CLRA").

The background

6. The property which is the subject of this application is 9 Swallow Close, Milford, Surrey GU8 5DJ ("the Property"), a two-bedroom terraced house. The Applicant is the leasehold owner of the Property pursuant to a lease between the parties dated 30 June 1993 ("the Lease"). The Lease is for a term of 99 years and is a "shared equity" lease, the Applicant having acquired 25% of the value at the date of the Lease. The provisions of the Lease that are relevant to the issues are referred to below.

7. The Respondent is the owner of the freehold of the Property and is a housing association providing social housing.

8. None of the parties requested an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.

9. Pursuant to the Directions given by the Tribunal, the Applicant and the Respondent exchanged statements prior to the hearing. A bundle containing the evidence provided by the parties was prepared and considered by the Tribunal. The Applicant attended

the hearing and provided further evidence and submissions. Three witnesses attended on behalf of the Respondent, who we will refer to below.

The issues

10. In her Application dated 17 December 2025, the Applicant challenged the following building insurance premiums charged to her under the service charge by the Respondent:

    9.1 service charge accounting year 1 April 2024 – 31 March 2025, building insurance charge £576.83; and

    9.2 service charge accounting year 1 April 2025- 31 March 2026, building insurance charge £582.73.

11. Section 27A of the 1985 Act provides that the Tribunal may determine whether a service charge is payable and, if so, the amount which is payable. When making such a determination the Tribunal must apply section 19 of the 1985 Act, which provides:

    19 Limitation of service charges: reasonableness

    (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period –
    (a) only to the extent that they are reasonably incurred…
    And the amount payable shall be limited accordingly.

14. The following Lease provisions apply to the payment for insurance costs:

12. 1 By clause 2 of the Lease, the Applicant is required to pay to the Respondent *"… a sum equal to that amount expended by the Landlord in complying with its covenant in Clause 4(2) contained such sum to be paid by the Leaseholder on demand…"*

12.2 By clause 4(2) the Respondent covenanted: *"…the Landlord will at all times during the Term…keep the Premises insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of rent) …"*

The Applicant's case and evidence

15. The Applicant provided two witness statements and gave evidence at the hearing.

16. The Applicant challenges the reasonableness of the building insurance premiums incurred by the Respondent and charged to her for the Property.

17. The Applicant has lived at the Property for over 30 years, since the beginning of the Lease. She said she had not had any concerns about the insurance charges until she was notified of a large increase in February 2024. She received a letter from the Respondent dated 28 February 2024 which informed her that the service charge she was required to pay from 1 April 2024 would be £667.23 per month. The service charge only related to insurance costs as the Respondent had never provided any other services. This was a very large increase because she had been paying £29.68 per month for the year 1 April 2023 to 31 March 2024, in accordance with the service charge notification letter she had received from the Respondent dated 27 February 2023.

18. In October 204 she raised a query with the Respondent about the final accounts for the year ended 31 March 2024 and received an email dated 28 October 2024 which confirmed the actual incurred figure for the Property was £521.56 for insurance, rather than the figure of £266.16 which had been the estimated figure given in the letter dated 27 February 2023. The email said she was not being charged the difference between the estimated figure and the actual cost incurred as accounts had not been issued.

19. She did not think she had ever been given a satisfactory answer to her questions to the Respondent as to the reason for the very large increase. She was told the premium had gone up following a revaluation of the reinstatement value for the Property, but she thought the new reinstatement value was far too high. She did not think the Respondent had properly explained, or provided evidence, for when the revaluation exercise was completed and when any change to the insurance premium came into effect. The big increase in her payments came in the year 2024/25 and she

was not satisfied that any proper explanation had been given to explain what had happened in any previous year.

20. The notification of service charge for 2025/26 required her to pay £62.55 per month for service charge, £50.47 of which was for insurance costs. The Applicant believes that is far too high for the Property.

21. The Applicant does not agree that the reinstatement valuation for the Property has been properly carried out. No one has been to the Property to inspect it.

22. The Applicant relies on screenshots she has taken from "a google comparison site" with the results of her researching online quotes for building insurance for the Property. The screenshots are at pages 189 and 190 of the hearing bundle. They are all screenshots of searches via "money supermarket" and show three quoted annual premiums: (1) £152.67; (2) 214.50, (3) £223.79, and (4) £251.53. The Applicant says that is the range of reasonable insurance costs for the Property.

23. In answer to questions in cross examination, the Applicant confirmed that she did not enter a reinstatement value for the Property in any of her online searches for the quotes. She said she assumed that if she put in the details of the Property, the search engine would automatically calculate the reinstatement value. She did not know if the reinstatement value produced in this way was the same as the value the Respondent used when placing the insurance. She confirmed the screenshots did not provide evidence of the scope of the insurance risks covered by the quotes she obtained

24. She was referred to the reinstatement valuation figures provided by Jones Laing Lasalle (JLL) for the Respondent. This is an extract from a spreadsheet which states "2022/23 values 171,751.93 2023/24 values 258,370.21". She agreed she had no evidence to contradict those figures but said JLL had not inspected the Property and she did not agree they could re-value without inspecting. She did not agree that the Respondent had adopted a reasonable process in getting the revaluation from JLL and using it when obtaining insurance cover.

25. The Applicant said she did not make any comments when the Respondent went through a consultation exercise to change insurer under section 20 of the 1985 Act because she was happy to let the Respondent deal with that fairly, as they had in the past. She was referred to documents sent to her as part of that exercise which contained responses to observations that had been made during the consultation process. One of those stated that *"We calculate the building insurance using the rate set by the insurer x the reinstatement value of the property"*. Further, premiums had increased because of an increase in reinstatement values and a "hard market" for insurance. The Applicant said she thought the Respondent, as the owner of around 57,000 properties should be able to get discounted rates.

26. The Applicant also queried whether all the cost she pays goes to the insurer, or whether the Respondent keeps any of it.

The Respondent's evidence

27. The Respondent's first witness was Fayola Lee. Her evidence was that the Respondent sent out statutory consultation notices under section 20 of the 1985 Act to tenants, including the Applicant, in August 2023. The notice confirmed the Respondent's intention to appoint AXA UK as building insurance provider for a three-year period starting from 1 April 2024. In February 2024 the Respondent sent the Applicant a Notice of Proposal under the consultation process., which had attached to it the responses referred to in paragraph 25 above.

28. Connor Hoy also gave evidence. He is employed by the Respondent as an insurance and risk officer. He confirmed the Respondent insures all its properties on a block policy. The total premium payable is apportioned to individual properties for service charge purposes. The insurer sets a rate for each property.

29. The policy in place from 1 April 2023 to 31 March 2024 was with Zurich Insurance. The total premium paid was over £9.5m plus IPT, reflecting the Respondent's large portfolio of over 57,000 properties. The premium attributed to the Property is calculated by applying the insurer's rate to the reinstatement value, plus IPT and terrorism premium.

30. Sometime before October 2023 (he did not know the precise date) JLL was engaged to undertake a full portfolio reinstatement

revaluation for the Respondent. JLL is, he said, one of the biggest and most respected firms of surveyors in the Uk which does such work. JLL revalued the Property's reinstatement value upwards from £171,571.93 to £253,370.21 and a further 3% portfolio wide increase was added, to take the value up to £268,188.28. Applying the insurer rate resulted in a premium charge (including tax) of £521.56. As the revaluation had taken place part way through the insurance policy year, the original premium for the year was increased part way through the year.

31. From 1 April 2014 the insurer changed to AXA following the section 20 consultation process. For 2024/25, there was a further 5% inflationary increase in the reinstatement value and the premium apportioned to the Property was £576.83. The full policy terms and conditions were produced by Mr Hoy,

32. He confirmed that all payments that the Respondent's receive from tenants are paid on to the insurers; the Respondent does not keep any of the money its tenant's pay for insurance premiums through the service charge.

33. The Applicant put to him that the JLL revaluation could not be relied on as it was only a desktop valuation and JLL should have inspected the Property. He said a desktop valuation is standard practice and JLL are very experienced. He said he did not think it possible that JLL had based the revaluation on the wrong square footage for the Property. He was referred to the responses referred to in paragraph 23 above and said he did not prepare the responses but thought they were correct.

34. He was asked by the Tribunal whether he thought there were any problems with the screenshot quotations produced by the Applicant. He said there was nothing to show that any re-instatement value had been entered.

35. The Respondent's final witness was Kay Williams, a member of the Respondent's service charge team. The process for notifying tenants of service charge is that an estimated figure is sent to tenants in the February preceding the start of the new service charge year. The tenants are asked to pay monthly on account of that estimate. Following the year end, when the actual incurred figure is known, the leaseholders are notified and credits/debits are issued if the actual incurred cost is lower/higher than the estimated figure.

36. In respect of the year 2023/24 she said the notification sent to the Respondent in February 2023 gave the estimated figure of £266.16 for insurance. However, the actual cost incurred for the Property was £521.56 because of the increased Zurich premium for that year following the JLL revaluation. While the extra charge should have been passed on to the Applicant, that did not happen because the Respondent had failed to send out year-end accounts. The Applicant has been charged £266.16 for this year, in accordance with the estimated figure.

37. In February 2024 the Respondent sent out notification of the estimated charge for the forthcoming year. The year end actual figure was lower than the estimated figure and the actual amount the Applicant has been charged for 2024/25 is £576.83.

38. In February 2025 the Respondent sent out notification of the estimated charge for the forthcoming year. The year end actual figure was lower than the estimated figure and the actual amount the Applicant has been charged for 2025/26 is £582.73.

Decision

39. Following the submissions given by the parties, the issues we need to determine are: (1) whether the Applicant has established a prima facie case that the insurance charges are unreasonable; and (2) If so, whether the Respondent has established that the insurance charges were reasonable.

Prima facie case

40. To establish a prima facie case the Applicant must present enough facts and evidence to satisfy the Tribunal that there is "on the face of it" evidence to support the case that is being put forward. It is the minimum threshold required for a case to proceed to full consideration.

41. The Respondent submitted that the Applicant had not established a prima facie case and so had not crossed the threshold. The Respondent relied on paragraph 28 of the decision of the Upper Tribunal (Lands Chamber) in *Enterprise Home Developments LLP v Christopher Richard David Adam [2020] UKUT 151,* submitting that, as there is little to no evidence that the charges are unreasonable, the Tribunal is not required to adopt a sceptical approach.

42. We have had regard to that decision and also to the recent decision of the Upper Tribunal in *Rana and Vishnuram v*

Assethold Limited [*2025] UKUT 19 (LC*), which summarised the starting point as follows: *"When the FTT's jurisdiction under section 27A is invoked by leaseholders, they must make out a prima facie case that indicates that a cost was not reasonably incurred, or that an estimated charge was not reasonable. Once they have done so, the evidential burden shifts to the landlord to show the expenditure, or the charge (as the case might be), was reasonable".*

43. In our view, the Applicant has made out a prima facie case. The Applicant's evidence on which the Application was based, is that the insurance charges levied to her increased by more than double between the years ending 2024 and 2025 respectively. We accept her evidence that this was the first time in 30 years as the leaseholder that she had reason to be concerned about the size of the increase. The Respondent agrees there was a very substantial increase. In our view, the fact of the substantial increase, where there had been no such increases in the past, is enough to show a prima facie case and to shift the burden on to the Respondent to show the insurance charge was reasonable.

Are the insurance charges reasonable?

44. The Applicant submitted that the insurance charges in the years 2024/25 and 2025/26 have not been reasonably incurred for three primary reasons :(1) the block insurance policy obtained by the Respondent resulted in a charge far in excess of comparable premium quotes that she had obtained for the Property on its own; (2) the reinstatement value for the Property used by the Respondent when obtaining the block policy insurance was not properly calculated and should have been much lower; (3) the Respondent had not proved that all of the insurance costs charged to her were paid by the Respondent to the insurer.

45. The Respondent relied on the Upper Tribunal's decision in *COS Services Ltd v Nicholson [2017] UKUT 382 (LC),* which sets out the legal principles the Tribunal should apply at paragraphs 47-49. Paragraphs 48 and 49 are of particular assistance:

"48. … It will not be necessary for the landlord to show that the insurance premium sought to be recovered from the tenant is the lowest that can be obtained in the market. However, the Tribunal must be satisfied that the charge in question was reasonably incurred. … It will require the landlord to explain the process by which the particular policy and premium have been selected, with reference to the steps

taken to assess the current market. Tenants may, as happened in this case, place before the Tribunal such quotations as they have been able to obtain, but in doing so they must ensure that the policies are genuinely comparable (that they "compare like with like"), in the sense that the risks being covered properly reflect the risks being undertaken pursuant to the covenants contained in the lease.

49. It is open to any landlord with a number of properties to negotiate a block policy covering the entirety, or a significant part, of their portfolio. … It is however necessary for the landlord to satisfy the Tribunal that invocation of a block policy has not resulted in a substantially higher premium that has been passed on to the tenants of a particular building without any significant compensating advantages to them".

46. The process by which the insurance policy and premium were selected by the Respondent was as follows. For the year 1 April 2023 – 31 March 24, the Respondent placed its block insurance policy with Zurich Insurance. In 2023, sometime after that policy commenced, the Respondent instructed JLL to prepare a reinstatement value revaluation of its entire portfolio. This was a large piece of work as the portfolio had over 57,000 properties. JLL completed the revaluation, including revaluing the reinstatement value of the Property from £171,751.93 to £258,370.21. We accept the evidence of Mr Hoy on these matters. We also find on Mr Hoy's evidence that JLL is a firm of surveyors experienced in such valuations and is respected by the Respondent. We find that JLL did the valuation on a "desktop" basis and we agree with Mr Hoy's evidence that that was a reasonable and appropriate way for the revaluation to be completed. Following the revaluation, Zurich increased the premium it charged for this year; for the Property the premium based on the revaluation was £521.56. However, we accept the evidence of Ms Williams and find, that no resulting increase (from £221.84 charged to £521.56 actually incurred) has been or will be passed to the Applicant in this service charge year.

47. We also find that it was reasonable for the Respondent to accept a substantial increase in the premium payable under the block policy. We accept the evidence of Mr Hoy and Ms Lee that the reasons for the substantial increase in the premium payable were explained to the leaseholders in the documentation that was sent to them as part of the section 20 consultation process. We find

that it was reasonable for the Respondent to accept that the insurance premium under the block policy would increase substantially as a result of the reinstatement revaluation and the "hard market" that existed at the time. We accept Mr Hoy's evidence that the insurer set the rate for the Property, which is the usual way premiums are calculated for block policies.

48. For the year 2024/25 the Respondent placed the block policy with AXA Insurance. We find that the Respondent changed insurers following a consultation with affected leaseholders, under the requirements of section 20 of the 1985 Act. The premium charged by AXA for the Property was £576.83, a relatively small % increase above the Zurich premium for the previous year. We find that the process adopted by the Respondent to select the policy for 2024/25 was reasonable. We accept the evidence of Mr Hoy that it is reasonable for a provider of social housing such as the Respondent to insure its properties under a block policy with a new insurer following a competitive tender exercise and section 20 consultation with its leaseholders.

49. When the Application was commenced, the Applicant was understandably confused as to when the substantial increase in premium became effective. This was because the Respondent did not notify her that the increase applied to the 2023/24 service charge year. That is academic for the purpose of this decision; as the Respondent noted at the hearing, if she had been charged the increase in the earlier year she would have challenged it earlier.

50. The premium charged for the Property by AXA in 2025/26 was £582.73. We again find that it was reasonable for the Respondent to insure the Property under a block policy in this year and that it had followed a reasonable process to obtain a competitive price by virtue of the competitive tender process the previous year.

51. The next question for us is whether the block policies for the years in question have resulted in reasonable premiums for the Property. The Applicant says the online quotations she obtained show the Property could be insured on its own far more cheaply. The Respondent submits that the screenshots of quotations provided by the Applicant are not "like for like" comparables to the policy provided by AXA for the Respondent and so are not reliable evidence that the premium under the block policy is

unreasonable. We find that the Applicant has not provided evidence of genuinely comparable available policies and premiums. First, the screenshots provided by the Applicant do not show what reinstatement value has been used to provide the quotation. The Applicant accepted that she had not entered any figure for reinstatement into the online forms. We do not agree with the Applicant's assertion that it should be assumed the online system produces the correct reinstatement figure for the purpose of the quote. In our view, the reinstatement value of the Property is a very important factor in the premium to be charged; that is apparent from the fact of the increase in the premium resulting from the block policy revaluation exercise. Secondly, the screenshots do not provide full details of the risks that are covered by the potential insurance. In contrast, the Respondent produced the full policy documentation for the cover provided under the block policy. The Tribunal cannot compare "like with like" in the absence of evidence from the Applicant of the cover being offered as an alternative. The Respondent's is required by clause 4(2) of the Lease to insure to the Property's: *"full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of rent)"*. Accordingly, any comparable evidence must as the starting point show that the policy on offer meets the requirements of the Lease by covering the those matters. We find that the alternative quotations do not provide evidence that those matters are provided within the quoted prices.

52. We are satisfied that the block policy provided by the Respondent does result in a reasonable premium for the Property. The Respondent has adopted a reasonable procurement process to obtain the insurance and we accept the evidence provided that the reinstatement value revaluation has contributed to an increase in premiums charged by insurers. We are satisfied that there is no evidence that the block policy has resulted in a significantly higher premium than could be obtained for like for like cover on the Property.

53. The Applicant's next challenge is that the reinstatement revaluation provided by JLL was too high, resulting in too high a premium for the Property. We find that there is no evidence to suggest that the revaluation figure provided by JLL was incorrect.

We accept Mr Hoy's evidence and find that a desktop valuation by a reputable firm such as JLL is the usual way for a portfolio valuation to be carried out. It was reasonable for the Respondent to rely on the professional advice of JLL on the revaluation and to use it when seeking insurance. We do not agree with the Applicant that the fact that JLL did not individually inspect the Property casts doubt on the accuracy of the valuation it provided. The Applicant's suggestion that another property in her road recently sold for only a little more than the reinstatement value for the Property does not assist the Tribunal; no evidence was provided to support that suggestion, or how it might be said any sale value relates to the reinstatement value, and no alternative evidence has been provided of the reinstatement value.

54. Finally, in respect of the Applicant's submission that there was no evidence that all the insurance costs she paid were in turn paid to the insurer, we accept Mr Hoy's evidence, and find, that the Respondent pays to the insurer all the insurance premiums it has charged to the Applicant. In other words, we find that the Respondent does not retain for itself any of the insurance premiums included in the service charge.

55. For all the above reasons we determine that the building insurance costs included in the service charges for the Property are payable in the amounts incurred and charged :(1) 2024/25 service charge year - £576.83, and (2) 2025/26 service charge year - £582.73

Costs

56. The Applicant seeks orders under section 20C 1985 Act, paragraph 5A, Schedule 11 CLRA and Rule 13 of the Rules.

57. Section 20C (1) provides: "*A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with the proceedings before [this Tribunal] ...are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by a tenant...".*

58. Paragraph 5A provides: "*A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.*"

59. Before the Tribunal decides whether any such orders should be made, we need first to decide whether the Lease provides the Respondent with a contractual right to include any such costs in the service charge or as administration charges. If the Lease does not provide such right, the Respondent is not able to seek to recover any costs from the Applicant through the service charge or otherwise. Therefore, the need to consider making such orders only arises if we first decide there is a contractual right to recover the costs under the Lease.

60. The Respondent submits that the Lease does provide the right to recover its costs incurred in defending this application. The Respondent relies on the following:

    (1) Clause 2: [the Applicant shall pay] "*Secondly a sum equal to that amount expended by the Landlord in complying with its covenant in Clause 4(2) contained*". Clause 4(2) is the covenant to insure set out above.

    (2) Clause 3(4) (b):" *the reasonable fees charges and expenses of the surveyor any accountant or other person whom the Landlord may from time to time reasonably employ in connection with the management and maintenance of the Premises including the computation and the collection of· rent and the computation of and collection of other monies due from the Leaseholder hereunder and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for such work* "

    (3) Clause 3(4)(c): "*such other costs as the Landlord shall reasonably incur or which shall be imposed upon it*"

61. The Respondent submits that the proper construction of these clauses is to permit it to include the costs incurred in this application in the service charge because those costs are costs reasonably incurred in complying with the covenant to insure and the computation and collection of the service charge. The Respondent referred the Tribunal to *Assethold v Watts [2014] UKUT 537.*

62. We have had regard to the principles of contractual construction set out in *Arnold v Britton [2015] UKSC 36* and in particular Lord Neuberger's judgement at paragraph 15. In the interests of brevity, we do not set that out in full. In summary, we must identify the intention of the parties to the Lease by reference to

what a reasonable person would have understood them to be using the language of the contract , assessed by reference to the factors set out in that judgment.

63. In our view, a reasonable person would not have understood that the parties to the Lease intended that the effect of the clauses relied on by the Respondent would provide it with the right to recover its costs of this Application via the service charge.

64. We have had regard to the decision of the Upper Tribunal in *Thanet Lodge (Mapesbury Road), RTM Company Limited v Arun Mirchandani [2024] UKUT 205 (LC)*. The appeal in that case concerned two lease clauses which together were in very similar terms to clause 3(4) (b) above. After consideration of various authorities, the Upper Tribunal found that such words were not wide enough to encompass the recovery of legal costs.

65. In *Thanet Lodge,* the Upper Tribunal referred to the decision in *Sella House Ltd v Mears (1988) 21 HLR147,* which also concerned lease clauses in similar terms to the present case. In that case Dillon LJ said clear and unambiguous words are needed before costs of legal proceedings are recoverable under service charge. The clauses relied on in the Lease do not make clear and unambiguous reference to a right to recover costs of legal proceedings.

66. It is right to say that the absence of specific mention of legal advice is not fatal to a landlord seeking to recover the costs of proceedings through service charge; see *Assethold*. However, we are satisfied that the words of the clauses in this Lease are not wide enough to allow for recovery of the costs of these proceedings. The clauses are in very similar terms to those in issue in *Thanet Lodg*e and *Sella House* and in our view, there are no factors in the present case that should lead to a different outcome from those cases.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).