



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

Case Reference : CHI/18UH/LRM/2014/0007

Property : Milton House, Church Road, Newton Abbot,
Devon TQ12 1FD

Applicant : Milton House (Newton Abbot) RTM
Company Ltd (the RTM Co)

Representative : Margarita Madjirska-Mossop (Mayfield Law)

Respondent : Avon Freeholds Ltd

Representative : Oliver Radley-Gardner (Counsel)

Witness : Dudley Joiner Director of the Applicant and
Managing Director of the Right to Manage
Federation

Type of Application : Application relating to (No Fault) Right to
Manage
Section 84(3) Commonhold and Leasehold
Reform Act 2002 (CLARA)

Tribunal Members : Judge Cindy A Rai
William H Gater FRICS ACI Arb (Chartered
Surveyor)

**Date and venue of
Hearing** : 2 October 2014

Torquay and Newton Abbot County Court
and Family Court Hearing Centre
The Willows, Nicholson Road, Torquay TQ2
7AZ

Date of Decision : 23 October 2014

DECISION

1. The Tribunal determines that the Applicant has successfully claimed a Right to Manage the Property.
2. The reasons for its decision are set out below.

Background

- 3.** The RTM Co was incorporated on 19 March 2014.
- 4.** The RTM Co made an Application claiming a right to manage the Property, a block of retirement flats known as Milton House Church Road Newton Abbot Devon TQ12 1FD on the 14 April 2014.
- 5.** The Respondent served a Counter Notice on the Applicant dated 19 May 2014.
- 6.** On the 11 June 2014 the Applicant made an application to the Tribunal for a determination that on the relevant date the RTM Co was entitled to acquire the right to manage the Property.
- 7.** Directions dated 13 June 2014 made by Judge Wilson identified whether the Applicant was entitled to acquire the Right to Manage the Property on the 14 April 2014 as the single issue for determination. The Directions provided for the Application to be determined without a hearing, "on paper". Time limits were set for the Respondent to supply a statement and the Applicant to respond to it. It was directed that the Applicant send bundles of the relevant documents to the Respondent and the Tribunal by the 11 August 2014.
- 8.** The Respondent asked for a hearing and Judge Agnew issued Further Directions on 22 July 2014 setting a target hearing date of 9 October 2014 and confirmed that, other than the requirement for a hearing, the previous Directions remained in force.
- 9.** About a week prior to the Hearing date, (2 October 2014), the Tribunal members received a bundle which contained copies of the Claim, Counter-Notice, Application, both sets of Directions and statements from each party.
- 10.** A few days prior 2 October further documents, being the exhibits to the Respondent's bundle, inadvertently omitted from the hearing bundle, were emailed to the Tribunal office. This comprised approximately 100 further pages of documents.
- 11.** Before the Hearing started the parties handed the Tribunal further documents which included:-
 - a. A complete hearing bundle including copies of the missing exhibits to the Respondent's statement
 - b. A copy of the Respondents Costs' Application
 - c. Skeleton arguments from the legal representatives of both parties
 - d. Copies of the cases referred to in the Respondent's Statement and skeleton argument.

Inspection

12. On 2 October 2014, prior to the Hearing, the Tribunal members inspected the external parts of the Property. It is a purpose block of flats set in its own grounds with garages and walled gardens.

Hearing Preliminaries

13. Since almost 200 pages of documentation were received by the Tribunal prior to the Hearing, the start was delayed to enable the Tribunal and the parties to read the additional documents and the skeleton arguments.
14. The Applicant was represented by Mrs Mossop and the Respondent by Mr Radley-Gardner.
15. Mr Radley-Gardner's skeleton argument stated that the Respondent no longer pursued all of its original grounds of opposition to the Applicant's claim (identified in the Counter Notice and referred to in its written statement). Therefore the Tribunal asked that Mr Radley-Gardner present the Respondent's case first so he could summarise his clients remaining grounds of opposition to the Applicant so that Mrs Mossop would not need to respond to objections which the Respondent no longer relied upon.

The Respondent's case

16. Mr Radley-Gardner told the Tribunal that the Respondent's case relied upon technical issues of Company Law.
17. Firstly he questioned whether the RTM Co had received valid applications for membership from its "purported members". He referred to Article 26 of the Applicants Memorandum and Articles of Association (Memo and Arts), [P48 of the bundle].
18. Secondly he enquired if the consent forms used by the Applicant complied with the requirements of the said Article 26. Article 26 sets out a specimen form of application for membership of the RTM Co but provides that the application may be in a form close to what is set out or can be "in any other form which is usual or which the directors may approve". The specimen form refers to the application for membership being addressed to the RTM Co.
19. Thirdly, as a further and related issue, he stated that he was not satisfied with the witness statement of Dudley Joiner and that he wished to cross examine him about its content.
20. Mr Radley-Gardner explained that the issues that he had identified were sequential;-
 - a. If the consent forms have been signed by potential members of the RTM Co does this satisfy the membership requirement of its Articles?

- b. Section 113 of the 2006 Companies Act (CA) provides for cumulative conditions being that every company must keep a register - 113(1) and the register must contain entries showing the names and addresses of the members, the date upon which each person became a member and the date on which any person, previously in the register, ceased to be a member – 113 (2)

He said that the Respondent had requested confirmation of the date on which the register of members for the RTM Co was created. He also suggested that the copy of the register contained in the bundle may not be valid and that it may not be admissible as evidence.

- 21.** Mr Radley-Gardner said that the Respondent is entitled to know that the RTM Co had been validly incorporated as once it hands over the management of a property all its obligations, hitherto performed, become the responsibility of the RTM Co. In circumstances where not all the leaseholders have supported the formation of the RTM Co some may believe that the freeholder has a continuing obligation to them. For all those reasons a landlord is entitled to fully investigate any right to manage claim.
- 22.** Article 26 requires that applications for membership be addressed to the company. He accepted that there is some “elbow room” which can be exercised by the Directors of the company. He referred to Article 26(2) (a) and (b) of the Memo and Arts. Whilst he accepted that the consent form used by the Applicant is a standard form regularly used by the Right to Manage Federation (RTMF) he questioned if the form is sufficient in terms of its compliance with the Articles of the RTM Co.
- 23.** Mr Radley-Gardner also suggested that the consent form did not evidence agreement on the part of an applicant to become a member of the RTM Co and to pay £1, (which he said is required to satisfy Article 26).
- 24.** He said that the consent form was simply an instruction to the RTMF to form a company. The consent forms cannot be delivered to the RTM Co as at the dates on which these were signed it was not incorporated.
- 25.** Mr Radley-Gardner then considered the Applicant’s counter argument which is that his argument is too formal and that the consent form may be delivered to the RTMF. Article 26(6) gives directors discretion to accept applications for membership. The resolution of the claim turns on the construction of Article 26 about which the parties do not agree.
- 26.** His contention is that it is for the Applicant to prove when the register of members was created. Mr Joiner, (who was asked to respond), said that he assumed it was created on 19 March 2014 as that was the earliest recorded date of registration of a member. In response to further questions Mr Joiner confirmed that the register was kept as a digital record at his offices and the date of any update is recorded on the digital record. The copy in the bundle is a print out of the digital register.

27. Mr Radley-Gardner does not accept that the copy supplied is sufficient evidence of the membership of the RTM Co. The Respondent's statement referred to an anomaly in the date of registration of one member. He said that Mr Joiner's statement should have verified that the copy of the register in the bundle was an accurate copy of the register on the date it was printed. This was necessary for it to be valid evidence of the membership of the RTM Co on that date.
28. Mrs Mossop told Mr Radley-Gardner that the Evidence Act would save her client's case with regard to the suggestion made by Mr Radley-Gardner that the copy of the register of members was inadmissible as evidence of the membership of the company.

The Applicant's case

29. Mrs Mossop spoke on behalf of the Applicant, with assistance from Mr Joiner who later gave formal evidence as a witness, to enable Mr Radley-Gardner to cross examine him about his statement and related matters.
30. Mrs Mossop said that the Memo and Arts of a company are evidence of a contract with its members. She referred to section 33 of the CA and circulated copies to the Tribunal and Mr Radley-Gardner.
31. She said that even if the RTM Co had not complied with its Articles that would not invalidate the members register. She said that the RTM Co has complied with section 113(2) of the CA, but even if it had not, such failure would be a contractual issue between it and its members.
32. She referred to sections 128 and 125 of the CA. She said that claims may be brought by members of a company, up to 10 years following an entry being made in the register of members, if a liability results from an incorrect entry. Section 125 enables a court to rectify a company register of members if :-
125 (1) (a) the name of a member is entered in or omitted from a company's register of members
(b) default is made or unnecessary delay takes place in entering on the register that a member has ceased to be a member
125(4) provides that the Court when making an order for rectification shall by its order direct notice of rectification be given to the registrar (of the company)
Section 127 provides that the register of members is prima facie evidence of any matters which are by this Act directed or authorised to be inserted in it. [Copies of all of the provisions to which Mrs Mossop referred in her submissions were handed to the Tribunal and Mr Radley-Gardner]
33. Mrs Mossop then considered the Respondent's arguments regarding non compliance with Article 26 of the Memorandum and Articles of the Applicant. She referred to the POW case, **[POW Services Ltd v. Clare and others [1995] 2BCLC 435]**. She said that his case had been decided in relation to provisions contained in the 1985 CA. Furthermore the decision had never been followed. On that basis the decision should be interpreted as being relevant only to the particular facts of that case.

34. In the **POW** case the procedure adopted by the Applicant Company regarding the admission of persons as members was not sufficient to comply with Article 4 of its Memo and Arts. Amongst other things, Jacob J considered whether a person who agreed to be a member of the company and whose name was entered on its register is a member in reliance only upon section 22(2) of the CA 1985, which is the precursor to section 113 of the CA 2006. He found it was not so.
35. His reasons were that those responsible for the register of members by entering wrong entries or making omissions could change the control of the voting powers of members. He accepted that no-one had noticed anything wrong with the membership admission procedure. He seemed to suggest that his decision had been influenced by the company in the case being a non profit making organisation which manifestly ought to be under strict rules which are in fact observed. Another consideration which influenced Jacob J was that the addresses of some members were shown in the register as "care of" addresses.
36. In the **POW** case the Memo and Arts contained a particularly restrictive membership requirement and the right to vote was contingent upon the payment of a membership subscription.
37. Mrs Mossop does not believe that **POW** case should be applied to render the signed consent forms of the RTM Co invalid and exclude applicants from being admitted as members. She also does not accept that it is necessary to strictly comply with the "form" of application set out in Article 26 or even to ensure that applicants complete a similar form.
38. Mrs Mossop then said that even if her other arguments were not correct the consent forms could still be regarded as pre-incorporation contracts between the signatories and the RTMF (of which Dudley Joiner is also a director). Mr Joiner was also a founding director on incorporation of the RTM Co. A pre-incorporation agreement would not require novation and that the doctrine of privity of contract does not apply to such agreements either.
39. She said that the difference between her arguments and those of Mr Radley-Gardner are that he says that the Memo and Arts proscribed a particular method of application for membership of the RTM Co. He says that reliance on section 113 of the CA is not in itself enough. It is simply a framework. Compliance with the Memo and Arts is essential. She does not accept or agree with his arguments and interpretation of the CA and the Memo and Arts.
40. Mrs Mossop stated that it was not appropriate that the Tribunal should follow or apply the case of **POW**. It relates to the interpretation of the validity of a members register in an entirely different context. It was also decided upon a provision in the 1985 CA. She said that Westlaw revealed that it was never followed.
41. Finally Mrs Mossop referred the Tribunal to section 40 of the CA 2006 which deals with the power of directors to bind the Company. [It is assumed that Mrs Mossop was referring to the admission of the members

to the register but the reference was not helpful to the Tribunal in the context of assessing the validity of the consent forms or whether these complied with or could be interpreted to comply with Article 26].

42. Dudley Joiner then gave evidence in support of his witness statement, a copy of which is in the bundle. He said that the copy of the membership register of the RTM Co is at page 22 of the bundle. He confirmed that the register is kept as a digital record at the Applicant's registered office and maintained. The Respondent's solicitors, (Conway & Co), had requested a copy of the register on 23 April 2014. He had responded on the 29 April 2014 and sent that firm a copy and copies of the land registry entries.
43. He believed that the membership register was created on 19 March 2014. Following incorporation of the RTM Co he and Nick Bignell checked all the consent forms and thereafter the names of the members were entered on to the register. He did not do that himself. He said the consent forms fulfilled the required function in terms of compliance with the Memorandum Memo and Articles of the RTM Co.
44. In response to specific questions from Mr Radley-Gardner he said that he had not seen the register prior to preparation of the Claim form. He does not know exactly when the register was created but it must have existed by 19 March 2014. When he referred to directors of the RTM Co checking the consent forms he was referring to himself and Mr Bignell.
45. Mr Radley-Gardner produced an extract from a register of directors which he said he had obtained from Companies House. This listed Patricia Batch, Colin Marshall, and John Perkins as directors registered on 21 March 2014 and Michael Rutherford, Nick Bignell and Dudley Joiner as directors registered on the 19 March 2014.
46. Mr Joiner said that some of the leaseholders had consented to become directors at a pre-incorporation meeting. Subsequently a working group was formed. He did not know why directors had been appointed on different dates. The purpose of the pre-incorporation meeting is to provide information to prospective members, not to explain the Memo and Arts of the RTM Co. He also said that it was "simply impractical" to use a standard application for membership of a company prior to its incorporation. He and Mr Bignell were appointed using an internal RTMF appointment of directors form.
47. Mr Radley-Gardner also questioned whether approval from the other directors of the RTM Co should have been necessary to authorise Mr Joiner and Mr Bignell to process and check the consent forms prior to accepting applicants as members of the RTM Co.
48. Mr Radley-Gardner challenged Mr Joiner's oral evidence. He also referred to the Applicant's statement of case and said that it contained no reference to the pre-incorporation meeting which Mr Joiner referred to in his evidence.

49. In response Mr Joiner said that he was satisfied that the consent form, which he said is regularly used by RTMF, satisfies the requirements of the CA.

The Law and the Reasons for the Decision.

50. Sections 78–88 contained in Chapter 1 of Part 2 of CLARA are the relevant provisions, which the Applicant must comply with, to establish its claim to have acquired the Right to Manage the Property.
51. The Respondent has argued that those members listed on the claim form were not members of the RTM Co because they had not submitted a valid application for membership, (which complied with the requirements of the Memo and Articles of the company), and although they were listed as members, the membership register was not valid and those directors who authorised their admission as members and their entry on to the register of members had no authority to do so. An extract of section 80 of CLARA is set out below.

S80 Contents of claim notice

The claim notice must comply with the following requirements:-

- (1) It must specify the premises and contain a statement of the grounds on which it is claimed that they are premises to which this Chapter applies.
 - (2) It must state the full name of each person who is both:—
 - (a) the qualifying tenant of a flat contained in the premises, and
 - (b) a member of the RTM company
52. The membership point is important because the essential requirement for a Right to Manage claim to succeed is that at least 50% of the leaseholders of a property must be both qualifying tenants and members of the RTM Co at the date the claim is made. An extract from section 79 of CLARA is set out below.

S79 Notice of claim to acquire right

- (1) A claim to acquire the right to manage any premises is made by giving notice of the claim (referred to in this Chapter as a "claim notice"); and in this Chapter the "relevant date", in relation to any claim to acquire the right to manage, means the date on which notice of the claim is given.
- (2) The claim notice may not be given unless each person required to be given a notice of invitation to participate has been given such a notice at least 14 days before.
- (3) The claim notice must be given by a RTM company which complies with subsection (4) or (5).
- (4) If on the relevant date there are only two qualifying tenants of flats contained in the premises, both must be members of the RTM company.
- (5) In any other case, the membership of the RTM company must on the relevant date include a number of qualifying tenants of flats

contained in the premises which is not less than one-half of the total number of flats so contained.

53. The Respondent has also argued that the register of members is not accurate which means it cannot be accepted as valid evidence of the membership of the RTM Co. Without any verification that the copy which has been produced is an accurate copy the RTM Company has no membership register and the requirements of the CA 2006 have not been met.
54. The Applicant's case is that the consent forms completed prior to the incorporation of the RTM Co constituted an application for membership of the company even if the form did not strictly comply with the provisions of Article 26 of the Memo and Arts. The directors had discretion to accept that those persons who had consented to become a member of the RTM Co prior to formation, had effectively applied to become members of the RTM Co. If that is not correct the forms may still be treated as a pre-incorporation agreement with the RTMF to become a member of the RTM Company on or following its formation. Such an agreement would not require novation. As Dudley Joiner is both a director of the RTMF and a founding director of the RTM Co he could accept applications for membership in either capacity.
55. The register of members is prima facie evidence of the membership of the company. The Memorandum and Articles of Association are a contract between the RTM company and its members. If there is an error in the register it can be rectified by an application to the court.
56. The **POW** case relied upon by the Respondent is not persuasive. It was decided prior to the CA 2006. It was never followed and the decision was made upon the particular facts of that case. The nature of the company was taken into account by the judge as was the unusual criteria which had to be satisfied by potential members, which would, if satisfied give them voting rights.
57. Reference was also made by Mr Radley-Gardner to two other cases, **Southall Court (Residents) Limited Southall Court Company RTM Company and others v. Buy Your Freehold Limited and others LRX 124 2007 and LRX 137 2007** and **Sahota v. Bains and Hellyar 2006 EWHC 131 (Ch)** both of which were referred to in the Respondent's statement of case and Mr Radley-Gardner's skeleton in which he said that "absent of a register of members there is no membership at all".
58. The **Southall** case was a decision made by the Lands Tribunal following an appeal against two Leasehold Valuation Tribunal (LVT) decisions which were consolidated for the purpose of determination of the appeal as both related to the same property. Only the first decision related to a Right to Manage claim. The salient part of the Lands Tribunal decision, relevant to this determination, is that it was found by the LVT, at its hearing, that the applicant RTM company, in that case, had no register

of members. The LVT determined that the failure to have a register of members in compliance with the CA did not invalidate the claim notice.

59. Judge Reid did not agree. He said that the LVT had erred in law. He said in order for a person, other than a subscriber, to be a member (of the company) that person must (a) have agreed to become a member and (b) had their name entered in the register of members and that the two requirements were cumulative. In the **Southall** no register of members existed at the date of the application.
60. **Sahota** is another decision decided on the provisions of the old CA which decision appears to have turned on the facts. It was a decision on a dispute between three parties, who had originally been friends, about the ownership of a company, (Marwood). The register of members for Marwood ceased to exist but annual returns filed by a third party enclosed lists of members, which were later found to be inaccurate but, upon which Mr Sahota would have liked to rely in order to establish that he owned, or was beneficially entitled to ownership of, shares in Marwood.
61. The judge found that, although the register of members did not exist at the date of his decision, it had previously existed and at all material times had shown persons other than the claimant as shareholders and that there was no evidence that ownership of the shares had ever been transferred to Mr Sahota. The lists of past and present members attached to the annual returns filed at Companies House were clearly incorrect and on that basis could not be relied upon as evidence of ownership of the shares and or Marwood. He said the incorrect registers had been mistakenly filed and these were therefore inadequate as evidence of ownership.

The Consent Form issue

62. The material consideration is when a qualifying tenant (and since no challenge has been made to that description it is assumed that all the persons listed as members on the claim forms, and who had consented to become members of the RTM Co were qualifying tenants), could apply to become members. The "when" is significant. Presumably if less than 50% of the qualifying tenants were willing to become members of a RTM company it would never be formed and a claim could never be made.
63. In order to form any company, incorporated for a specific purpose, agreement from potential members would be required before its incorporation.
64. The purpose of Chapter 1 Part 2 of CLARA is to enable leaseholders, who so wish, to manage their own blocks of flats without any need to establish fault or wrongdoing with regard to the current management.
65. It therefore seems churlish to the Tribunal to accept the Respondent's argument that the Memo and Arts of the RTM company must be strictly interpreted so that a consent form, in the form of the consent forms used

in this case, cannot be utilised, post incorporation of the RTM Company, as evidence of an application for membership of it.

66. Mr Radley-Jones has admitted that the Respondent's arguments are based on technical interpretation of the CA 2006 and Company Law generally. His arguments in relation to the consent forms are rejected by the Tribunal.
67. Even if the provisions of Article 26 set out a different method of application for membership, in the circumstances where consent forms were signed prior to the formation of the company these can properly be accepted by the directors of the RTM company as an application for membership once the company is formed but conditional upon the formation at the date when these were signed. Applications for membership of the RTM Co could not have been addressed to it before it was incorporated. Therefore it would not be possible to use a form of application pre incorporation of the RTM Co, which was addressed to it.
68. The primary purpose of the incorporation of the Applicant was to enable a claim by it to manage the Property. The Applicant would have known that a requisite number of the qualifying tenants also needed to be members of the RTM Co. It is therefore reasonable to assume that RTMF would ensure that persons who had consented to be members were admitted as members and listed on the membership register of the Applicant promptly following the incorporation of the RTM Co.
69. The Tribunal determines that the Applicant has established that it was intended that the consent forms would be accepted as applications for membership of the RTM Company and therefore whether or not these are, or were intended to be, pre-incorporation agreements is immaterial. It accepts, on the basis of the Applicant's written and oral submissions and the evidence of Mr Joiner, that those leaseholders who completed consent forms intended to apply for membership of the RTM Co if it was formed.
70. The Tribunal has considered whether the directors of the RTM Co acted properly in accepting those consent forms as applications for membership sufficient to register the persons who had applied on the membership register of the company.
71. The Tribunal determines that it would be inequitable and contrary to the spirit of CLARA to decide that these forms could not be accepted, by the two directors who examined them, as valid applications for membership of the RTM Co.

The register of members point

72. It is suggested by the Respondent that the copy register produced in the bundle cannot be relied upon because it contains some inconsistencies. Mr Radley-Gardner suggested that the copy produced contained the wrong date for the admission of Pearl Ayling as a member. He said that as Mr Joiner has not verified when it was created, it is invalid and no regard should be given to the fact that a copy of it was supplied to the

Respondent's solicitor when requested. He took no account of the fact that the unverified register enabled the Respondent to query the date of admission of Pearl Ayling. The Tribunal finds it puzzling that the Respondent's solicitors relied upon the copy of the register to suggest that the register may be inaccurate but the Respondent's advocate argued that it was not admissible as evidence. He did not explain why, one incorrectly entered date in the register, would invalidate the entire register.

73. Mrs Mossop has explained the procedure that a member of a company might follow to apply to a Court for rectification of the register. Even if the date shown in the register was incorrect it has not been suggested that the date, which should have been shown, post dated the date of the claim or that at the date of the claim there would have been insufficient members to establish the claim without the inclusion of Pearl Ayling.
74. In the **Southall Case** there was no register of members. It had never been created notwithstanding that applications had been made to that company for membership. The facts are entirely different to those in the current case but the interpretation of the provisions of the CA 2006 and in particular section 113 upon which the Applicant relies is useful.
75. The Tribunal does not find the **Sahota Case** persuasive in relation to this determination as the register of members of the Applicant exists and even if it contains a mistake or an inaccuracy, as alleged by the Respondent that would not invalidate the claim.
76. The Tribunal accept that the membership register, in whatever form it is kept, is prima facie evidence of the membership of the company. [Section 127 CA 2006]. It does not appear to the Tribunal that there is any significance in the date of its creation as long as the members were admitted as members of the Applicant prior to the date of the claim. There is no suggestion on the part of the Respondent that they were not. If there is an error in one of the dates of admission it can be corrected and if that is the case the correct procedure for rectification is contained in section 125 CA 2006.
77. For all of the reasons it has given the Tribunal accept the validity of the Applicants Claim for the right to manage the Property.

Costs

78. A costs application was made by the Respondent (as applicant) under section 88 (2) of CLARA. The Respondent is entitled to reimbursement of indemnity costs in accordance with CLARA. For reasons that are not apparent to the Tribunal, this application was sent to the Tribunal within 2 days of an invitation from Conway and Company to the Applicant to agree the costs. Although a direction was made by the Tribunal for the Applicant to respond to the costs application it has not.
79. The Tribunal noted, as stated by Mr Radley-Gardner in paragraph 2 of his skeleton argument, that the Landlord by the date of the Hearing no longer pursued all of the grounds advanced in his original statement of

case and that it does not feel it can properly rely on paragraphs 1 -10 or paragraphs 11 – 13 or paragraphs 31 – 34. Therefore it relied only on paragraphs 14 – 30 and 35 – 43.

- 80.** At the end of the hearing the Tribunal advised the parties that the Applicant may have 28 days from the date of this decision to comply with the Tribunal's earlier Directions and respond to the Respondent's Application. The Tribunal will deal with the costs application without a hearing on a date to be notified to the parties but the Respondent, should it wish to respond to any submissions made by the Applicant, may apply to the Tribunal, within 7 days of receipt of those submissions, for an extended timescale to do so which may delay the determination of the application.
- 81.** If the Applicant fails to respond to the costs application within 28 days of the date of this decision the Tribunal will determine it as soon as possible after 14 November 2014, without further reference to the Applicant, solely on the basis of the Respondent's submissions.

Judge Cindy A Rai
Chairman

Appeals

- 1.** A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case which application must:-
 - a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
 - b. 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
- 2.** If the application is not received within the 28-day time limit, it must include a request for an extension of time and the reason for it 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.