FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**: CHI/45UC/PHC/2014/0009**
Property	**: 1,2,3,4,5,8,9,25,27,29,30,39,41,42 and 43 The Willows, Ford Road, Arundel, West Sussex BN18 0BU**
Applicants	**: The owners of the above mobile homes**
Representative	**: Mr B J Doick, of the National Association of Park Homes Residents**
Respondent	**: Silk Tree Properties Limited (1) Sussex Mobile Homes Limited (2) West Sussex Mobile Homes Limited (3)**
Representative	**: Mr J Bates, counsel**
Type of Application	**: Any question arising under the Mobile Homes Act 1983 or the agreement to which it relates**
Tribunal Members	**: Judge D Agnew Mr D Banfield FRICS**
Date and venue of Hearing	**: 4th February 2015 at The Tribunal Offices, Chichester**
Date of Decision	**: 31st March 2015**

DETERMINATION

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Summary of decision

1. The Tribunal makes the following determinations:

   (a) that the Respondents are entitled to recover from the mobile home owners a reasonable sum in respect the Respondents' costs of maintaining the sewerage services to the Applicants in addition to the pitch fee.

   (b) the reasonable sewerage costs recoverable from the mobile home owners for the years in question (being the total figures for the Park as a whole, are as follows:-
   Year ending 31.7.09: £9009.64
   Year ending 31.7.10: £13033.33
   Year ending 31.7.11: £11008.89
   Year ending 31.7.12: £15199.58
   Year ending 31.7.13: £25338.69
   Year ending 31.7.14: £25194.64

   (c) the Respondents are entitled to recover from the mobile home owners the costs to the Respondent of maintaining the common areas of the site in addition to the pitch fee.

   (d) on a construction of the relevant express provision in the Applicants' agreements, the Respondents are not entitled, as a matter of contract, to recover their costs, including legal costs, in respect of the current proceedings before this Tribunal.

   (e) the Tribunal makes no order for either party to pay the other party's costs of this application under Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules").

The Application.

2. On 31st October 2014 Mr Doick on behalf of the Applicants who are all owners of mobile homes situated on The Willows mobile home park at Ford Road, Arundel, West Sussex BN18 0BU ("the Property") applied to the Tribunal for a determination under section 4 of the Mobile Homes Act 1983 ("the Act") of any question arising under the Act or the agreement to which it applies. Silk Tree Properties owns the pitches for all the Applicants' homes save for Number 9 (owned by Sussex Mobile Homes Limited) and Numbers 39, 41, 42 and 43 (owned by West Sussex Mobile Homes Limited). Mr Doick had the written consent of the Applicants to make the application on their behalf and although the application originally cited only Silk Tree Properties as Respondent, all three companies were represented by the one solicitor and counsel and no point was taken that the application should have named all three. For the avoidance of doubt this decision is binding on and for the benefit of all the Applicants and is binding upon and for the benefit of Silk Tree Properties, Sussex Mobile Homes Limited and West Sussex Mobile Homes Limited. Mr Doick was originally named as an Applicant in the

Directions issued by the Tribunal but as he is not a resident at the Property he has now been removed as an Applicant and instead he now appears in this decision named as the Applicants' representative.

3. The application challenges the Respondents' ability to recover from the Applicants sewerage charges and charges for general maintenance of the communal areas of the Property levied in addition to the pitch fee and they challenge the Respondent's right to be able to recover its costs, including legal costs, in connection with the application to the Tribunal. If the Tribunal were to find that the sewerage charges could be recovered by the Respondents in addition to the pitch fee the Applicants challenge the reasonableness of those sewerage charges.

4. Directions were issued on 5th November 2014 requiring both Applicants and Respondents to serve statements of case and this was duly done. The case came before the tribunal for hearing on 4th February 2015.

The Inspection

5. The Tribunal inspected the Property immediately prior to the hearing. In attendance at the Inspection were Mr Grant accompanied by his witness Mr Edmonson for the Applicants and Mr Bates of counsel, his instructing solicitor Ms Crosby, Mr Weir of the Respondent companies, Mr Trump (the Respondent's expert witness) and Mr Bates's pupil.

6. The Property is a development of 43 mobile homes in a rural setting close to the River Arun and a few miles from Arundel town. There is a mixture of single and double unit homes. Five homes are much newer and larger than the rest. The site is well kept. The communal areas are limited, mainly comprising a concrete road with street lighting and a narrow strip of verge in places within the perimeter fence and hedge. The Tribunal took particular notice of the sewage treatment plant and looked into the inner workings. All seemed to be in order at the time of the inspection.

7. En route back to the Tribunal's offices for the hearing the Tribunal stopped off at another Park referred to in the papers where they have a similar but smaller sewage treatment plant so that the Tribunal could compare the relative sizes of the Parks and of the sewerage plants.

The hearing

8. The hearing was attended by those who were at the Inspection plus a number of Applicants (Mr Fitch, Mr Lally, Mr Coomber, Mr Bailey, Mr Brown and Mr Merritt) and some other residents of The Willows and other Parks. Mrs Weir accompanied her husband and Mrs Kathy Wilson, the managing agent, also attended.

The Applicants' case

9. Mr Doick presented the Applicants' case assisted by Mr Grant. He asked

the Tribunal to consider the background to the establishment of Park Homes sites and Mobile Homes Act agreements. He said that a site owner would first have to apply for planning permission and, once that was obtained, would proceed to lay out the Park with roads and services and then apply for a site licence to which conditions are invariably attached. Thus, before any agreements are entered into with prospective residents, the infrastructure will be in place. The site owner then works out his pitch fee which will include an element for the cost of maintaining the site and the services. That pitch fee can be reviewed annually and will be liable to be increased by the retail prices index in the absence of certain specified factors. Mr Doick said that he had been involved in the discussions with the working party established by the government to look into the Park Homes industry which in turn led to new implied terms being imposed into Mobile Homes Act agreements and that what he had described was what, he said, the understanding was as to the legal position with regard to the maintenance of sewerage works on mobile home sites. Implied Term 29 which came into effect in 2006 but which is retrospective to all pre-existing agreements, states that the pitch fee includes the cost of maintaining the sewerage system which is part of the common areas of the Park.

10. Mr Doick submitted that the same arguments applied to the general maintenance charges that had been levied in respect of the common areas on the site. The maintenance thereof was covered under the definition of pitch fee in Implied Term 29.

11. With regard to site owner's fees, Mr Doick explained that letters had been received from the site owner's solicitors stating that the home owners would be liable to pay the site owner's costs in respect of proceedings including the Tribunal's proceedings. Mr Doick maintained that under the express terms of the agreement the home owners were only liable to pay costs in proceedings for the termination of their agreement. The Tribunal proceedings were not such proceedings. If a site owner could claim costs without a judicial order that costs be paid that would be an unfair term and unenforceable. The home owners could be deterred from legitimately challenging charges for fear of having to pay the site owner's legal costs.

12. With regard to the reasonableness of the sewerage charges, Mr Doick referred to the actual charges which had increased significantly over the past few years. He compared the level of charges with those of the Silverlakes Park which were significantly lower and also with the sewerage charges for his own home which is a conventional dwelling attached to the public sewerage system which is considerably lower than the charges being made at The Willows. A new sewerage system had been installed in 2003 and again in 2006. He asserted that as these systems are designed to last for 40 years, the fact that the system at The Willows requires constant and costly attention shows, he says, that the system and network of pipes has major faults. This being the case, it is not fit for purpose and the mobile home owners should not be required to pay the costs of running an inadequate system. He called Mr Edmundson to give evidence. Although a resident of The Willows Mr Edmundson was not an Applicant. He is a fully qualified plumbing and

sanitation engineer who has had over 43 years' experience in the industry. He gave evidence of being requested to help clear a blockage in the sewerage system on one occasion, on 30th November 2014. The blockage had occurred in the main foul water pipe between homes numbered 36 and 4. Having cleared the blockage he put a camera down the pipe to try to discover what had caused the blockage. He discovered that all the pipes were of 4 inch diameter. It was his opinion that whilst a pipe of this size is adequate for a single dwelling, where there are 44 dwellings as on this site, one would expect the pipes to be of at least 6 inch diameter and preferably 8 to 10 inch diameter. He considered that the main pipe would struggle to let everything through although problems could be reduced if there were more frequent maintenance. Lack of maintenance can cause a build up of material which can cause the pumps to stop. He thought that an additional pump chamber would help the situation but the current system, he believed, was not fit for purpose.

13. In cross examination Mr Edmundson agreed that he had only been involved in dealing with a problem with the sewerage system on one occasion. He accepted that there were no costs of rodding and jetwashing included in the service charges and that this surprised him. He disagreed with the Respondent's expert report that the problem with the sewerage system was the build up of fats and grease which had been introduced into the system by the home owners.

The Respondent's case

14. a) Liability to pay charges for maintaining the sewerage system in addition to the pitch fee.

    Mr Bates took the Tribunal to the express terms of the Mobile Homes Act Agreements under both the original agreement and the agreement which was revised with the approval of the Office of Fair Trading in 2002. He submitted that it was clear that the express terms enabled the site owner to reclaim the cost of maintaining the sewerage system from the home owners as a charge additional to and separate from the pitch fee. The implied term referred to by the Applicants would prevail over the express term where the two terms were in conflict (*Stroud v Weir Associates Limited [1987] EGLR 190)*. Here there was no conflict between the two provisions. Mr Bates also referred to the First-tier Tribunal case of *Gilbert and ors v Silk Tree Properties Limited (CHI/45UC/PHC/2012/0004)* where similar arguments had been advanced by mobile home owners in respect of management fees and maintenance charges for common parts of the site in addition to the pitch fees. In that case the Tribunal rejected the home owners' contention that these charges were, by virtue of the Implied Terms, included in the pitch fee and the site owner was therefore entitled under the express terms of the agreement to charge such costs in addition to the pitch fee.

    b) The same arguments apply to the charges relating to maintenance of the common parts of the site.

c) With regard to costs, Mr Bates said that it was not clear whether the Applicants were seeking a determination in respect of these Tribunal proceedings only or, more generally, in respect of County Court proceedings that the site owner may take. Outstanding service charges had been demanded. Proceedings had been issued in two cases which might lead to termination of the Mobile Homes Act agreements. It is clear from the express terms of the agreements that the site owner would be entitled to seek recovery of his costs from the home owners in proceedings for termination of the Mobile Homes Act agreements if those proceedings were successful. Such costs would be subject to assessment by the court. Insofar as the Tribunal proceedings might be regarded as a step on the way to proceedings for the recovery of unpaid service charges or, ultimately, seeking a termination of the agreement on the basis of breach of the obligation to pay service charges he submitted that such costs were, in principle, capable of coming within the ambit of the express term 4d of the post 2006 agreements. If not subject to an application by a home owner for an assessment as to the reasonableness of such costs under section 4 of the Act, there would be protection given to the home owner as such costs could be subject to a Solicitors' Act assessment by the County Court.

15. On the issue of reasonableness of the sewerage charges, Mr Bates first called Mr Barry Weir to give evidence. Mr Weir is a director and shareholder in Silver Lakes Property Investments Limited which owns the freehold of The Willows site. Although his position with regard to the three companies which own the leasehold interest in various parts of the site was not given, Mr Weir had submitted a witness statement on behalf of all three companies and it was clear that he is the leading light in the ownership and management of The Willows site.

16. Mr Weir confirmed his witness statement. In it he explained the composition of the sewerage plant and how it works. He also explained how the various problems with the sewerage plant had come about. The cause, he said, was the build up of fats, grease and other matter put down into the sewerage system by the home owners. They had been advised on numerous occasions not to do this but the problem persisted on this site. It was impossible to identify the culprits. The Silverlakes site has a similar but smaller sewerage system but there have been no problems with the system on that site. The problem had nothing to do with the size of the pipes. Due to the build up of the illicit matter put into the system it results in more frequent checking and sampling of the system than would normally be the case in order to ensure that there is no breach of the Environment Agency requirements as the sewage from this plant ultimately discharges into the River Arun. Further, the cost of chemicals to disperse the pollutants is higher than would otherwise be the case. No profit is made by the site owner: only the exact costs are passed on. There is no advantage to the site owner in charging the home owners more than is necessary. The system is fit for purpose provided the users act responsibly.

17. Mr Bates called Mr David Trump of WCI Sewage Treatment Limited to give evidence. Mr Trump is a British Water certified engineer with 40 years' experience in the industry. Mr Trump had supplied a report in answer to Mr Edmundson's evidence. He is of the opinion that the current size of pipes at their existing gradient provide more than sufficient capacity to deal with the maximum flow rate from the Park. The diameter of the pipes has not caused the problems with the system which is fit for purpose. The current sewage plant is operating well within the Environment Agency's treatment quality standards. Where there have been problems the evidence has been that this has been caused by fats, oils and grease being flushed down the foul drains.

The law

18. By section 4 of the Act as amended gives the [First-tier Tribunal (Property Chamber) "jurisdiction to determine any question arising under this Act or any agreement to which it applies, and to entertain any proceedings brought under this Act or any such agreement."

19. In *Britaniacrest re Broadfields Park, Morecambe, Lancashire, [2013] UKUT 0521 (LC)* the Deputy President of the Upper Tribunal (Lands Chamber) said at paragraph 60 of the decision:
"In the absence of a right for the Park owner to charge a separate fee for the provision of some service which the agreement obliges the owner to provide, the pitch fee payable by the occupier is consideration for the performance of all such obligations of the owner and is in return for all the benefits received by the occupier under the agreement. "

20. By section 2(1) of the Act, "In any agreement to which this Act applies there shall be implied the terms set out in Part 1 Schedule 1 to this Act; and this subsection shall have effect notwithstanding any express term of the agreement."

The express terms of the agreements

21. Under the pre-2006 agreements the relevant express provisions are as follows:-

"3. The Occupier undertakes with the Owner as follows:-

a. To pay the owner an annual pitch fee of £x subject to a review as hereinafter provided by equal Monthly payment in advance on the 1st day of each month
b. To pay the Owner an "equal amount" of the cost's (sic) (costs divided by number of homes on the park) of:-
   (i) the charges for the supply of water, sewerage, electricity, gas and telephone and other services to the mobile home and pitch, inc maintenance and repair
   (ii) all sums reasonable (sic) expended by the owner in respect of keeping the park in good repair and condition and making capital improvements to the Park including management charges and

compliance with such legislation as may be applicable to the operation of the park including insurance
(iii) any monies not received within 7 days of invoice will be charged at 3% per month or part thereof. This applies to all clauses in this agreement.

N.B. There is no express provision for the payment of site owner's costs under this agreement.

22. Under the post-2006 agreements the relevant express terms are as follows:-

"4 You undertake with Us as follows:

- To pay us the monthly pitch fee of £ ....

(c) To pay the Estimated Service Charge for each year........of the reasonable costs and expenditure....... paid or incurred ....by Us in respect of

- the expense of making, repairing, maintaining, rebuilding and cleaning anything such as ways, roads, pavements, sewers, drains, pipes, watercourses, party walls, party structures, party fences and other conveniences, used for the Park in common with any other pitches

(d) To pay all reasonable costs charges and expenses (including legal costs and surveyors' fees) incurred by Us in relation to:-

- any process or proceedings in respect of termination of this agreement (including Our disconnection charge)

- ....
- in respect of giving effect to or requiring the performance of any of the provisions of this agreement (including legal proceedings)

The implied terms of the agreements

23. Under both the pre- and post-2006 agreements the relevant implied terms are as follows:-

"22. The owner shall:

(c) be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home

(d) maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site

24. "29. In this schedule:
"pitch fee" means the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for use of the common areas of the protected site and their maintenance, but does not include amounts due in respect of gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts"

Subsequent developments

25. Following the hearing and prior to the Tribunal concluding its deliberations the Upper Tribunal decision in the case of *Britaniacrest* (cited in paragraph 19 above) came to the Tribunal's attention. As neither party had referred to this case at the hearing and as the issues in that case seemed to be germaine to those in the instant case, the Tribunal sent a copy of the decision to the parties and invited their comments thereon.

The Tribunal's determination

26. There is no doubt that if the express terms of the agreements (whether they be in the pre- or post 2006 agreements) apply in this case that the charges levied by the site owner in respect of maintaining the sewerage system would properly be payable by the Applicants. That is not the point the Applicants make. They maintain that the combination of the definition of the term "pitch fee" in paragraph 29 of the Implied terms and the maxim, derived from section 2(1) of the Act and the *Stroud v Weir Associates* case that where there is a conflict between the express and implied terms the implied terms override the express terms, means that the cost of maintaining the sewerage plant and the common areas of the site are included within the pitch fee and cannot be charged in addition to the pitch fee. The Tribunal can understand how that impression has come about. The definition of "pitch fee" in paragraph 29 says that it is the "amount payable for the right to station the mobile home on the pitch and for use of the common areas of the protected site <u>and their maintenance</u>" (emphasis added). This wording does lend some credence to that interpretation and, if correct, all the provisions of the express agreement for the recovery by the site owner of the amounts it has expended on the maintenance of the sewerage plant and the common areas would be otiose and of no effect.

27. The Tribunal does not, however, construe the interrelationship between the express and implied terms in this way. Rather than the two terms being in conflict the Tribunal considers that they are in fact complementary. If the implied terms had said that the site owner cannot recover this outlay but the express terms said that it could, then the two terms would be in conflict. Here, however, it is not suggested that the site owner should not be able one way or another to recover his outlay. The

Tribunal considers that the implied term is there to cover the situation where the express terms do not make any specific reference to the maintenance of the common areas (including the sewerage plant) but where they do, between them the pitch fee itself and the express terms for recovery of maintenance costs through the service charge provide for the recovery of the site owner's outlay. The difference between the two routes to recovery of the costs (on the one hand through the pitch fee and on the other through a service charge) is that if they are included in the pitch fee then the element for service charge will increase automatically by the same formula as is applied to the increase in pitch fee each year whereas by recovery under the express term as in this case, only the actual expenditure is recoverable.

28. In circumstances where little is expended on maintenance in any one year there will be advantages to the home owners in having to pay service charges under an express term but in circumstances, such as in this case where the service charge expenditure has increased significantly over recent times, recovery under an express term will work to the disadvantage of the home owner and they do not have the certainty that the service charges will be increased only in line with the pitch fee element. That, however, is the scheme they signed up to when entering into their agreements.

29. The Tribunal has found assistance in reaching its conclusion above by the manner in which the Deputy President of the Upper Tribunal; (Lands Chamber) approached his decision in the *Britaniacrest* case referred to in paragraphs 19 and 25 above. Whilst there were different issues in that case to the instant case and the express terms were different, it is clear that the Deputy President was not saying that the cost of services could not be recovered other than through the pitch fee. To the contrary, paragraph 60 of the decision clearly postulates the right of the Park owner to charge for services in the express agreement over and above the pitch fee.

30. In any event, Implied Term 29 explicitly excepts from the inclusion within the pitch fee amounts due in respect of "gas, electricity, water and sewerage or other services, unless the agreement expressly provides that the pitch fee includes such amounts". The Tribunal considers that the cost of monitoring, sampling, the provision of chemicals and maintenance of pumps are all part and parcel of providing sewerage services and therefore come within the exception specifically provided for in Implied Term 29 and would not therefore be included in the pitch fee unless expressly included.

31. Regrettably, there seems to have been some confusion in the Applicants' minds between the obligation on the part of the site owner as set out in paragraph 22 of the Implied Terms (but also contained in clause 9 of the express terms) to provide services and maintain the common areas of the Park and the ability of the site owner to recover the expenditure incurred in complying with its obligations. Simply because the site owner is responsible for maintaining, for example, sewerage services does not

mean that it cannot recover the cost if the express terms allow or if it is included in the pitch fee.

32. It is possible, of course, that the pitch fees fixed for The Willows did originally include an element for maintaining the services and the common areas of the Park in which case, if recovery is sought under the express terms, it could be that there is an element of double recovery if the site owner now seeks payment therefore through the service charge. The Tribunal was not, however, presented with any evidence that the pitch fees for The Willows are higher than would be the case if there was no element for the maintenance of the services and common areas included within the pitch fee and so has no reason to find that this is the case.

33. It follows from the foregoing that the Tribunal finds that it is permissible for the site owner to recover the sewerage charges and costs of maintaining the common areas of the Park in addition to the pitch fee and finds in favour of the Respondent on these points.

34. With regard to whether the site owner is entitled under the express terms of the agreement to recover, as a matter of contract, the costs of the current application to the Tribunal, the Tribunal finds in favour of the Applicants. The pre-2006 agreement has no provision for the recovery of site owner's costs of proceedings. With regard to the post-2006 agreement the Tribunal finds that the Respondent's costs of responding to an application under section 4 of the Act for the determination of a question or questions such as those posed by the Applicants in this case do not come within clause 4(d). The Tribunal construes "To pay all reasonable costs charges and expenses (including legal costs and surveyors' fees) incurred by us in relation to any process or proceedings in respect of termination of the agreement as meaning positive steps taken by the site owner towards terminating the agreement. Here, the site owner has simply been required to respond to a request for clarification of the home owners' liabilities and to the home owners' challenge as to the reasonableness of the sewerage charges. The Tribunal does not consider that there is a sufficient nexus between that situation and the site owner taking proceedings to terminate the agreement to bring these proceedings within the ambit of clause 4(d). The County Court proceedings which have apparently been commenced against two home owners for termination of their agreements is another matter. Any costs incurred in those proceedings will be directly in connection with action brought by the site owner to terminate the agreement. If the site owner is unsuccessful in those proceedings there may be arguments that it is unable to recover its costs under the contractual terms but that is not a matter for the Tribunal to decide under this application. In respect of the obligation to pay the site owner's costs "in respect of giving effect to or requiring the performance of any of the provisions of this agreement (including legal proceedings)" again the Tribunal construes this as intending to cover a situation where the site owner is pro-active in enforcing the agreement and not when responding to an application such as this to the Tribunal which, in the absence of unreasonable conduct, is intended to be a "no-costs"

jurisdiction. It would be unfortunate if mobile home owners were deterred from seeking clarification of their obligations under an agreement or from obtaining a ruling as to how much they owed under an agreement simply because of the fear that they would have to bear the site owner's costs.

35. With regard to the question of the amount of the sewerage charges, the Tribunal found that they were all reasonably incurred. Although the Tribunal considered Mr Edmundson to be a truthful witness and was sincere in the opinions he expressed he had only limited knowledge and experience of this particular sewerage plant and the problems that have been encountered over the years. He was only involved to any extent on one occasion when there was a blockage in the system requiring rodding. That does not appear to have been the problem that the site owner has been contending with, namely the introduction into the system of fats, oils and grease by home owners despite exhortations to desist from the site owner or its managing agent. In this respect the Tribunal preferred the evidence of Mr Trump who has had a far greater involvement with this particular system than Mr Edmundson. Mr Trump's evidence was that the system itself is perfectly fit for purpose and we accept that to be the case. We also accept Mr Trump's evidence that the level of monitoring and sampling that is being carried out is appropriate. There is no doubt that the sewerage charges have increased significantly over recent years but there was no evidence that any of the costs which made up the charges were unreasonable. The Tribunal did not consider that it was useful to compare the sewerage charges at The Willows with those of Silverlakes as this was not a true comparison. Silverlakes is a much smaller site with a much smaller sewerage system. Similarly, it was not appropriate to compare the sewerage costs at the Willows with a private conventional property linked to the public system.

36. As there was no evidence to indicate that the sewerage or costs of maintenance of the common areas of the Park were unreasonable, the Tribunal finds that those charges are payable by the Applicants as demanded. Those sums are set out in detail in he summary of the decision at the commencement of this decision document.

Dated the 31st day of March 2015

D Agnew (Judge)

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.

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

3. If the person wishing to appeal does not comply with the 28-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.

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