12059

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/OOAU/LSC/2016/0254**
Property	:	**Various flats, I Lloyds Row London EC1R 4AD**
Applicant	:	**Karin Berndl (flat 31) and 14 other leaseholders**
Representatives	:	**In person**
Respondent	:	**Notting Hill Home Ownership Limited**
Representative	:	**Mr Ben Maltz of Counsel**
Type of Application	:	**For the determination of the liability to pay and reasonableness of service charges (s.27A Landlord and Tenant Act 1985)**
Tribunal Members	:	**Prof Robert M. Abbey (Solicitor)** **Mrs Alison Flynn (MRICS)** **Mrs Jacqueline Hawkins (Lay Member)**
Date and venue of Hearing	:	**24-25 November 2016 at 10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**06 December 2016**

DECISION

Decisions of the tribunal

(1) The tribunal determines that the service charges for the property are payable as follows. (The headings are those set out within the Scott Schedule found at page 135 in divider4 of the trial bundle). It should be borne in mind that these figures represent the total expenditure of the respondent of which the several lessees are responsible for the payment of various percentages as defined in their respective leases :-

2011-2012

Costs for gas/domestic hot water	allowed at £5934.01
Communal electricity costs	allowed at £3856.99
Service charge costs for water	no charge
Communal plant maintenance costs	no charge
Commercial unit costs	not disputed
Estate repairs	reduced to £0
Insurance	allowed at £3927.66
Audit	allowed at £130.11
Repairs contract	reduced to £0
Bulb replacement	allowed at £614.76
Compensation	No set-off order

2012-13

Costs for gas/domestic hot water	allowed at £13,177.50
Communal electricity costs	allowed at £4316.13
Service charge costs for water	allowed at 19316.00
Commercial unit costs	not disputed
Day to day repairs	reduced to £0

Communal plant repairs	no charge
Compensation	No set-off order
Lift maintenance	allowed at £718.93
Door entry maintenance	allowed at £324.00
Insurance	allowed at £4521.92
2013-14	
Costs for gas/domestic hot water	allowed at £6803.41
Communal electricity costs	allowed at £5149.23
Service charge costs for water	allowed at £12,611.19
Communal plant maintenance costs	no charge
Commercial unit costs	not disputed
Compensation	No set-off order
Day to day repairs (a)	allowed at £180.67
Day to day repairs (b)	reduced to £0
Insurance	allowed at £4615.24
2014-15	
Costs for gas/domestic hot water	allowed at £6128.92
Communal electricity costs	allowed at £4425.96
Solar panels	no charge
Service charge costs for water	allowed at £14,569.93
Communal plant maintenance costs	allowed at £2520.00
Commercial unit costs	not disputed

Faulty electrical installations	Not considered (in next year)
Heat meters	no charge
Compensation	No set-off order
Electrical repairs (a)	allowed at £369.60
Electrical repairs (b)	allowed at £1044.00
Unidentified work	allowed at £768.00
Insurance	allowed at £5274.95
Gardening	allowed at £2521.36
Ladder	no order
Independent report	See costs decision at the end

The application

1. The applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charge payable by the respondent in respect of several service charges payable for services provided for various flats at 1 Lloyds Row London EC1R 4AD, (the property) and the liability to pay such service charge.

2. The relevant legal provisions and rules are set out in the Appendix to this decision.

The hearing

3. The applicant was self represented and the respondent was represented by Mr Maltz of Counsel.

4. The tribunal had before it a trial bundle of documents prepared by the one of the parties in accordance with previous directions. Additional copy paperwork was made available to the tribunal on the day of the hearing that was seen and approved by all parties and therefore added to the trial bundle.

The background and the issues

5. The property which is the subject of this application comprises a modern recently erected building. The building includes 22 leasehold flats to which service charges apply with 10 flats located on the first and second floors that are rented by the Notting Hill Housing Trust. The ground floor includes a commercial letting to Sainsbury's.

6. One party requested an inspection but the tribunal did not consider that an inspection was necessary in the light of the detailed and extensive paperwork in the trial bundle; nor would it have been proportionate to the issues in dispute.

7. The applicant tenants hold long leases within the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a service charge. The applicant tenants must pay a percentage stipulated in their leases for the services provided. The issues the applicant raised covered the reasonableness of the charges raised for the several items listed above and carried out by the respondent. The applicant considers that the items are either excessive, not payable or unreasonable.

Decision

8. The tribunal is of the view that there are some elements of the service charges that are unreasonable. The tribunal considered the amounts for each year starting with 2011-2012.

9. In each year some charges and fee types were repeated. Dealing with these first in turn the comments and decisions set out below apply to these annual charges in each service charge year as is more particularly set out above.

10. In regard to costs for gas/domestic hot water, this was seen by the Tribunal to be the core issue between the parties and which had caused a great deal of dissatisfaction on the part of the tenants in the building. A very modern and complicated system was installed when this building was erected in 2011. It seems to the tribunal that since then it has caused nothing but trouble and friction between the parties as a result of the system being unreliable and not living up to the expectations of the economies that were hoped for when the system was first made available. The tribunal heard two experts give their views of the nature and efficiency of the system. It is fair to say that even between the experts there were divergent views although during the hearing it became clear that they now agreed that it was a closed or sealed system that used several thousand litres of water to heat the

domestic water supply. Frankly, the tribunal were very sympathetic to the applicants who have had to endure an unreliable system that has not delivered the costs benefits they had expected.

11. However, the relevant annual costs accurately reflect gas consumption in each year and as such these costs have necessarily been reasonably incurred. The gas having been consumed, the charges apply. Regrettably this is of little comfort to the leaseholders and therefore the tribunal would urge the respondent to take all reasonable steps to try to make the system deliver a reliable, safe and cost effective supply. It seems to the tribunal that that this should not be by way of additional capital costs to the tenants bearing in mind the extensive problems over the years probably arise from a poorly designed system in the first place.

12. In relation to the communal electricity costs the main concern for the tenants was whether or not the electricity generated by the panels on the roof was being taken into account when the electricity charges were being levied. It transpired during the hearing that this was indeed the case. It was made clear by the Respondent that the electricity generated by the roof top panels was being fed into the electrical system and that the leaseholders were indeed receiving the benefit of the electricity being generated. Therefore, the relevant annual costs accurately reflect electricity consumption in each year and as such these costs have necessarily been reasonably incurred. The electricity having been consumed the charges apply.

13. Another repeated item was entitled "Commercial Unit payment of estate costs". The applicant raised this issue because there was uncertainty about whether or not the lessor had taken into account the service charge contribution for the commercial unit on the ground floor occupied by a commercial tenant, Sainsbury's. In fact the supermarket actually pays 9.36% of the estate costs defined in the lease, (and 0% of the block costs). This was demonstrated by the details set out in service charge spreadsheets, at pages 303, 308 and 314 in the trial bundle. The tribunal was able to see that a percentage contribution was included for the commercial unit, thus addressing the understandable concern raised by the applicant. (It was noted by the tribunal that headings within the service charge annual accounts were unhelpful in that they only referred to residential when they should have also mentioned the commercial unit. The tribunal urges the lessor to redraw the annual service charge accounts to make this aspect more transparent and accurate).

14. Insurance costs were also challenged by the applicant largely as a result of the non-production of invoices representing the premiums for this expense. The respondent has a block policy for all its properties and then apportions out elements of the global premium to the various properties they are concerned with. A spreadsheet was included in the

trial bundle that demonstrated how the relevant costs were apportioned to the different buildings including Lloyds Row, (see page 298 of the trial bundle.) The tribunal was satisfied that this apportionment was fair and reasonable and therefore the insurance charges were reasonable and as a consequence allowed at the level demanded by the lessor.

15. With regard to the claim for the service charge costs for water an issue was raised by the applicant under section 20B of the Landlord and Tenant Act 1985 in respect of 2012-2013. The full details of the provisions are set out in the schedule to this decision but essentially if any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then the tenant shall not be liable to pay the service charge. In the case of *Burr v OM Property Management Limited [2013] HLR 29* the Court of Appeal clarified when a cost is incurred. The court took the view that they were incurred when an invoice is presented and not when the work was done or the service provided. Alternatively it will be incurred when the lessor actually pays the costs. In summary the costs are incurred when they are expended or when payable by the lessor. The evidence in the trial bundle shows that the Thames Water demand for the service charge year in question was dated in June 2013 and that therefore they have been properly demanded within the statutory 18 month period. In the circumstances the tribunal finds that there is no default in this regard.

16. Otherwise with regard to the reasonableness of the water charges for the several years under scrutiny, the evidence from the respondent was that the average annual charge per leaseholder was equal to £363. The respondent takes the view that this is in line with Thames Water's range of indicative costs, (see page 293 of the trial bundle). It was apparent to the tribunal that the charges were not excessive and did appear to be in line with the charges that could be expected for premises of the type to be found in the block. However, the tribunal expressed surprise at the fact that the flats were not separately metered bearing in mind the block was completed in 2011. The Tribunal urges the lessors to facilitate the early introduction of meters for all the flats covered by these service charges. However, in the light of the above comments, the tribunal finds that these charges are reasonable.

17. In the 2011-2012 accounts there was a charge for Audit fees that the applicant has challenged. In fact this is a misdescription as the fee was actually paid to Beaver & Struthers (Chartered Accountants) for certifying the accounts for the year in question. While the tribunal finds this charge to be reasonable, (for a certification), it would urge the respondent to properly describe fees in the accounts to avoid challenges of this kind.

18. In the same year the applicant challenged a repairs contract charge of £1102.42. The respondent agreed to concede this charge and as such the tribunal allows the charge at £0.00.

19. For 2011-2012 there was a bulb replacement charge of £614.76. On hearing the evidence in this regard the tribunal was satisfied that this charge was reasonable. However, it would ask the respondent to consider ensuring that invoices supporting such claims are clear and obviously relevant to the charge involved. The tribunal was concerned that the respondent should also keep under review bulb consumption to ensure that this is not excessive and if it does seem unusually high that the respondent investigates the reasons for this.

20. In the service charge year 2012-2013 a charge for day to day repairs in the sum of £322.90 was challenged by the applicant and conceded by the respondent. In these circumstances the tribunal allows the charge at £0.00.

21. In the same service charge year, the applicant challenged charges for lift maintenance and door entry maintenance largely due to the absence of supporting invoices for these charges. The relevant invoices were disclosed in the trial bundle and on considering the evidence the tribunal find these two charges to be reasonable in the sums of £718.93 and £324. However, the tribunal does note that these items could have been resolved before reference to the tribunal had the respondent made early disclosure of the pertinent invoices.

22. In the service charges for 2013-2014 the applicant challenged a charge for day to day repairs amounting to £180.67. The charges were for electrical work repairs and replacement in the bin room. Given the nature of the evidence provided to the tribunal, the tribunal was satisfied that these were reasonable charges.

23. In the same service charge year there was a day to day repair charge amounting to £688.98 that was challenged by the applicant. The charges appeared to relate to repairs to a leak in a riser at the sixth floor level and for the investigation of a leaking heating pipe. On hearing the evidence from both parties the tribunal was of the view that these were not reasonable charges and in all likelihood arose from poor or bad management or maintenance and as such the tribunal allows the charge at £0.00.

24. Finally, the tribunal considered the challenged charges in the 2014-2015 accounts. One such item was entitled "communal plant maintenance costs" in the sum of £2520. While the applicant conceded £270 of this sum (for a hygiene test) the reminder was disputed. However, the respondent did produce invoices to support the claim and it was accepted by the tribunal that these works were completed and the charges were reasonable. However, the tribunal did note once again

poorly worded invoices in this regard that could lead to confusion and would ask the respondent to do what it can to make these clearer in the way they are worded such that they can then be linked to the work they represent.

25. One item, for faulty electrical installations, was not considered by the tribunal as it was accepted by all the parties that this specific item will appear in the following year service charge accounts and is therefore not appropriate to consider for 2014-2015.

26. Electrical repairs were also contested, in the sums of £369.60 and £1044. In both cases the tribunal were satisfied that the works were completed, were necessary and were reasonable. The applicant did assert that the works in part arose from faulty installation work. However, the respondent was able to refer to an electrical condition report from March 2015 that did not support this contention. The tribunal were satisfied that the works were completed, were necessary and were reasonable.

27. Another item in this year was entitled simply as "Unidentified work". In fact the work covered the addition of posts to the inside of the main entrance doors and an invoice was submitted to the tribunal on the day of the hearing, (page 642 being the final page in the trial bundle) for this work. The tribunal were satisfied that the works were completed, were necessary and were reasonable.

28. In this year the respondent was also claiming £3304.48 for gardening charges. They were in two parts, first for maintaining beds at the front of the block and secondly for maintaining the roof gardens. The applicant challenged the costs of the works in particular with regard to the front beds. The respondent confirmed that the cost per month for the front beds was £65.26 per month. The applicant asserted that the beds were the subject of some unsuitable planting and were in a poor state. The respondent had accepted some responsibility and had made some allowance (see pages 94 to 95 in the trial bundle) for the poor state of the front beds. However, it was clear to the tribunal that this was an unreasonable service charge due to the unsuitable planting and poor front bed maintenance. Consequently, it decided to disallow £783.12 being 12 months at £65.26 giving a reduced charge for gardening of £2521.36. Furthermore the tribunal once again noted that it would help all parties if invoices were made more explicit and thus plainly relevant to the charge or charges to which they relate.

29. The applicant sought to recover the cost of a ladder that was purchased to ease access to various parts of the building especially for the experts use when looking at the building prior to the preparation his report. The tribunal took the view that it had no jurisdiction to make such an order.

30. In each year the respondent has asked for compensation for perceived failures in the provision of services such as the failures to maintain the hot water supply. In particular the applicant asked for the fees of the expert witness to be paid by the respondent. The tribunal accepted that the claim for compensation was in effect a claim by leaseholders for a "set-off" against any service charges in accordance with the decision in *Continental Property Ventures Inc. v White [2006] 1 EGLR 85 LRX/60/2005*. In this regard it should be noted that the tribunal is not able to make a free standing award of compensation that might result in a separate payment to leaseholders, it simply does not have that power.

31. The tribunal considered carefully the possible claim to a "set-off" but decided it would not make such an award. In the *Continental Properties* case the Judge, (HHJ Rich QC), who made to decision in 2006, took the view that the tribunal might think it inappropriate to exercise its discretion in a matter where the tribunal accepts that the nature of the issues makes a court procedure more appropriate. The tribunal decided that the applicant's "set-off" claim could be complex; touching upon questions of fact and law and in the absence of formal pleadings and detailed witness statements the tribunal should decline to made a determination arising out of this matter regarding the various compensation claims. This is a claim better dealt with elsewhere.

32. For all the reasons set out above the tribunal is of the view that the service charges are in part unreasonable and that the amounts should be as set out above.

Application for a S.20c order and for costs

33. It is the tribunal's view that it is both just and equitable to make an order pursuant to S. 20c of the Landlord and Tenant Act 1985. The tribunal therefore determines that the costs incurred by the landlord in connection with these proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenants. Having considered the conduct of the parties and taking into account the determination set out above the tribunal determines that it is just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act that the costs incurred by the respondent in connection with these proceedings should not be taken into account in determining the amount of any service charge payable by the tenant. It was apparent to the tribunal that there were significant communication problems between the tenants and the respondent and the fact that so many were prepared to support this application shows the measure of the discontent that exists. Certainly it was plain to see at the hearing. Much of this discontent has come from the continuing problems with the water heating and electrical system. The tribunal is of the view that the lessor

did not manage to make changes until 2015 when it did not appear to the tenants they were being kept informed of what works were being carried out. Similarly invoices were unclear and accounts misleading. For all these reasons the tribunal has made this decision in regard to this 20C application.

34. Subsequently an application was made by the Applicant for costs under Rule 13 of the tribunal rules in respect of the costs of the applications/hearing. The Tribunal received oral submissions on this point and having considered the submissions from the parties and taking into account the determinations set out above, the tribunal does not make an order for costs.

35. The tribunal's powers to order a party to pay costs may only be exercised where a party has acted "unreasonably". Taking into account the guidance in that regard given by HH Judge Huskinson *in Halliard Property Company Limited v Belmont Hall & Elm Court RTM, City and Country Properties Limited v Brickman LRX/130/2007, LRA/85/2008*, (where he followed the definition of unreasonableness in *Ridehalgh v Horsefield [1994] Ch 205 CA*), the tribunal was not satisfied that there had been unreasonable conduct so as to prompt an order for costs.

36. I am also mindful of a recent decision in the case of *Willow Court Management Company (1985) Limited v Mrs Ratna Alexander [2016] UKUT 0290 (LC)* which is a detailed survey of the question of costs in a case of this type. At paragraph 24 of the decision the Upper Tribunal could see no reason to depart from the views expressed in *Ridehalgh.* Therefore following the views express in this recent case at a first stage I need to be satisfied that there has been unreasonableness. At a second stage it is essential for the tribunal to consider whether, in the light of the unreasonable conduct it has found to have been demonstrated, it ought to make an order for costs or not; it is only if it decides that it should make an order that a third stage is reached when the question is what the terms of that order should be.

37. In *Ridehalgh* it was said that ""Unreasonable" also means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently.

38. The acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgment, but it is not

unreasonable. I do not believe that the respondent has acted unreasonably. To my mind there is no clear evidence of this bearing in mind the conduct of the respondent in relation to this litigation. Consequently, in the light of the conduct of the respondent and at the third stage of the process, I will not make an order for costs.

Name: Judge Professor Robert M. Abbey **Date:** 06 December 2016

Appendix of relevant legislation and rules

Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -

(a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(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

(b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

20B Limitation of service charges: time limit on making demands.

(1)If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2)Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

(1) 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

proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
(a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
(aa) in the case of proceedings before a residential property tribunal, to that tribunal;
(b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
(c) in the case of proceedings before the Upper Tribunal, to the tribunal;
(d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 [2013 No. 1169 (L. 8)]

Orders for costs, reimbursement of fees and interest on costs

13.—(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
(i) an agricultural land and drainage case,
(ii) a residential property case, or
(iii) a leasehold case; or
(c) in a land registration case.
or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
(b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;
(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the "receiving person");
(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998(a), section 74 (interest on judgment debts, etc.) of the County Courts Act 1984(b) and the County Court (Interest on Judgment Debts) Order 1991(c) shall apply, with necessary modifications, to a detailed assessment carried out under paragraph

(7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

ANNEX - RIGHTS OF APPEAL

1. 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.

2. 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.

3. 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.

4. 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.