4254

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BK/OLR/2015/0966**
Property	:	**70 Portman Towers & Parking Space 30, George Street, London W1H 7HN**
Applicant	:	**Behbehani Real Estate Company (tenant)**
Representative	:	**Alban Gould, Baker & Co**
Respondent	:	**(1) The Portman Estate Nominees (One) Limited;** **(2) The Portman Estate Nominees (Two) Limited;** **(freeholder/competent landlord)** **(3) Starlight Headlease Limited (intermediate landlord)**
Representative	:	**(1) & (2) Pemberton Greenish LLP** **(3) Shoosmiths LLP**
Type of application	:	**Section 48 of the Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal members	:	**Judge Timothy Powell** **Mrs Helen Bowers MRICS**
Date of determination and venue	:	**10 November 2015 at 10 Alfred Place, London WC1E 7LR**
Date of decision	:	**21 January 2016**

DECISION

Summary of the tribunal's determination

(1) The amount to be paid and the apportionment of the premium is that calculated in the revised "JE3" calculation annexed to Ms Ellis' addendum report of 9 November 2015;

(2) As that calculation appears to have been amended subsequently, the tribunal does not repeat the figures in this written decision, but if the parties are unable to agree them on the basis of the tribunal's present determination, either party may apply for a final determination of the appropriate figures within 14 days of the date of this document, with an explanation of where the arithmetical differences lie between the parties.

Background

1. This is an application made by the applicant tenant, Behbehani Real Estate Company ("Behbehani"), pursuant to section 48 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act"), for a determination of the premium to be paid for the grant of a new underlease of Flat 70, Portman Towers, George Street, London W1H 7HN, together with its appurtenant parking space, Parking Space 30 (which together comprise "the property").

2. By a notice of a claim dated 17 October 2014, served pursuant to section 42 of the Act, the applicant exercised its right for the grant of a new underlease in respect of the subject property. At the time, the applicant held two existing underleases, one for Flat 70 and one for Parking Space 30:

   (i) The two underleases were both granted on 1 August 1969 for a term of 120 years (less 3 days) from 24 June 1967 and both are registered together at HM Land Registry under the same title number NGL120248; and

   (ii) Clause 2(ix) of the underlease of the car parking space imposes an absolute prohibition on its assignment without the under-leasehold interest in flat 70.

3. The applicant, represented by Alban Gould, Baker & Co, solicitors, proposed to pay a premium for the new lease of £136,398 to the freeholder and £5,305 to the intermediate leaseholder.

4. The freeholders and competent landlords are The Portman Estate Nominees (One) Limited and The Portman Estate Nominees (Two) Limited ("Portman"), the first and second respondents to the application. On 16 December 2014, through their solicitors Pemberton Greenish LLP, Portman served a counter-notice admitting the validity of the claim and counter-proposed a premium of £271,500 for the grant of a new underlease, in the following terms:

"The premium to be paid shall be £271,500 for the Flat and Parking Space out of which £235,940 is due to the Landlord (divided as to the Flat £201,280 and the Parking Space £34,660) and £35,560 is due to the intermediate landlord (divided as to the Flat £2,010 and the Parking Space £33,550) in accordance with Schedule 13 of the Act."

5. On 17 February 2015, through their solicitors Shoosmiths LLP, the third respondent intermediate landlord, Starlight Headlease Limited ("Starlight") served a notice of separate representation in respect of any legal proceedings in which its title to any property comes into question and relating to the determination of any amount payable to it by virtue of Schedule 13 of the Act. The notice was served on Portman, their management company and the tenant.

6. On 28 May 2015, the applicant applied to the tribunal for a determination of the premium. The tribunal's standard directions were issued on 15 June 2015 and, in due course, a hearing was listed for 10 and 11 November 2015.

7. By the date of the hearing, the tenant and the competent landlord had agreed most of the terms for the grant of the new underlease, save for the exact amount of the premium payable, which was said to be in the region of £246,882. In the absence of a final agreement, the tribunal was asked to adjudicate on a dispute between Portman and Starlight as to appropriate method of assessment and apportionment of the premium, as between them, as competent and intermediate landlords.

The issues

Matters agreed

8. In addition to the service of the various notices, above, the following matters were agreed:

Matters relating to the leases

(a) The intermediate landlord's lease of Portman Towers is dated 7 May 1992. The term expires on 22 June 2087. The rent reserved is £5,538;

(b) Flat 70 is held on an underlease dated 1 August 1969. Parking Space 30 is held on an underlease dated 1 August 1969. Both expire on 21 June 2087;

(c) The ground rent for Flat 70 is:
- At the date of action: £120 pa
- From 25 June 2027: £180 pa
- From 25 June 2057: £240 pa

(d) The rent of Parking Space 30 is currently £2,500 pa. The rent is subject to review every five years to the open market rental

value. The June 2014 review was not implemented and the next review is on 16 June 2019;

Matters relating to the valuations

(e) The valuation is to be carried out in accordance with Schedule 13 of the 1993 Act. Neither landlord has claimed compensation either under paragraph 5 or paragraph 9 of Schedule 13;

(f) The valuation date: 21 October 2014;

(g) Unexpired term of the landlord's lease and the tenant's underlease: 72.66 years;

(h) The values should be taken to be:

	Flat £	Parking space £
In the hands of Portman	2,750,000	101,000
Held on the lease claimed	2,722,500	100,000
Held on the current lease	2,447,500	nil

(i) The present value of Portman's reversion should be found by discounting the freehold value by 5%;

(j) In valuing the rent lost by the intermediate landlord, dual rates should be applied with a remunerative rate of 6.5%.

(k) In valuing the rent lost by the intermediate landlord, the sinking fund rate of 2.25% should be applied; and

(l) In respect of the underlease of Parking Space 30, the passing rent of £2,500 pa is the estimated value as at the valuation date.

Matters not agreed

9. The following matters were not agreed and were at issue at the hearing:

(a) Whether the premium should be assessed in a single calculation (Miss Ellis for the intermediate landlord) or whether separate premiums should be assessed for the flat and the parking space and then aggregated (Messrs French and Slater, for the freeholder and tenant, respectively);

(b) As a result of the above, whether the apportionment of the aggregate premium between Portman and Starlight is to be assessed in a single calculation, or not;

(c) The premium payable (to the competent landlord); and

(d) The amount payable under Schedule 13 of the Act (to the intermediate landlord).

10. In short, the only issue for determination was the apportionment of marriage value as between the competent and intermediate landlords. As the parties agreed that the apportionment would be in accordance with paragraph 10(2) of Schedule 13 to the 1993 Act, it was the interpretation and application of that section that was in dispute.

The hearing

11. The hearing in this matter took place on 10 November 2015. Portman were represented by Mr James Fieldsend of counsel; and Starlight was represented by Mr Stan Gallagher of counsel. The applicant did not attend and was unrepresented, as the dispute was between the respondents; and the financial outcome for the tenant is nominal.

12. None of the parties attending asked the tribunal to inspect the property; and the tribunal did not consider it necessary to carry out a physical inspection to make its determination.

13. The freeholders relied upon the expert report and valuation of Mr Oliver French MRICS a director of Savills (UK) Limited, dated 26 October 2015, and the intermediate landlord relied upon the expert report and valuation of Miss Jennifer Ellis FRICS senior partner of Langley Taylor, also dated 26 October 2015. Both experts gave evidence to the tribunal and were cross-examined on that evidence.

The structure of the leases

14. As mentioned, the subject property comprises a flat (Flat 70, Portman Towers) and an underground car parking space (Space 30). The flat and car parking space are held by the tenant under separate underleases, which are registered together at HM Land Registry under the same title number, NGL120248.

15. Portman's freehold title is held under title number NGL887236 and they are the competent landlords for the purpose of the claim.

16. There is a superior headlease held by Starlight, registered under title number NGL42667; and the demise under that lease includes Portman Towers.

17. Superior to the applicant's underleases, but inferior to the superior head lease, are two leases (i) of the residential flats in Portman Towers and (ii) of part of the underground car parking area including Space 30. These two leases are also held by the Starlight and are registered with title numbers NGL696074 (flats) and NGL696076 (car parking spaces), respectively. There is a further inferior lease of the underground car parking (which does not include Space 30), registered under title NGL696075, but this inferior lease does not concern the tribunal.

The differing approaches of the valuers

18. For Portman, Mr French approached the issue of valuation in the following way. First, he valued the premiums attributable to the flat and the parking space separately; then he ascertained and apportioned the marriage value attributable to each of the flat and the parking space, again separately, by two separate calculations. Finally, he aggregated the results of the two self-contained calculations, to give combined figures for the premium payable to the freeholder and for the Schedule 13 payment to the intermediate landlord.

19. For Starlight, Ms Ellis approached the issue of valuation by a different route. She carried out a single calculation of the tenant's and the intermediate landlord's combined interests in the flat and the car parking space, as if there were held under a single composite lease, rather than as separate leasehold interests. Then she calculated one marriage value for the flat and parking space, which amount she then apportioned as between the freeholder and intermediate landlord. Ms Ellis' approach gave different figures for the premium payable to the freeholder (lower) and for the Schedule 13 payment to the intermediate landlord (higher).

20. In an addendum report dated 9 November 2015, Ms Ellis admitted that until she had read Mr French's report, she was not aware that the flats and the parking spaces were held on separate headleases and, as they were owned by the same company (Starlight), she had not thought through the consequences of the interests potentially being owned by separate bodies. Having considered the position further, it seemed to her that it would deal with Mr French's case if the two head leasehold interests were valued separately, allocating a share of the marriage value payable to each of them. This revised approach would, she said, enable separate sums to be paid to the two head lessees if they were not the same person, but also allowed for the two interests to be valued in different ways, if that were appropriate. Where her original valuation apportioned the premium as between the freeholder and the intermediate landlord, her revised valuation attached to the addendum report ("JE3"), now separated the intermediate landlord's share as between head lessee for the flat and head lessee for the parking space.

21. The difference between the two valuation methods affects the tenant very little indeed, in terms of the total amount to be paid for the new lease. However, as between the freeholder and the intermediate landlord, the difference in sums received by them amounted to some £9,655 (Mr French valuing the freeholder's premium at £178,500 and Ms Ellis at £168,845).

The parties' submissions

22. Each party sought to justify their respective valuations, in accordance with their understanding and interpretation of the relevant provisions in the 1993 Act. Those provisions were covered in considerable detail in the very helpful written submissions of Mr Fieldsend, for Portman, and of Mr Gallagher, for Starlight.

23. Having considered the experts' reports and counsels' written arguments, and having heard oral evidence from the experts and oral submissions from counsel, the tribunal has reached the following determination.

The tribunal's determination

24. The tribunal determines that the appropriate method of valuation is that proposed by Mr Gallagher for Starlight and that the amounts payable and their apportionment (as between Portman and Starlight) are those set out in the revised "JE3" calculation annexed to Ms Ellis' addendum report of 9 November 2015.

Reasons for the tribunal's determination

25. The parties agreed that the appropriate valuation approach would depend on the construction of Schedule 13 of the Act and what, as matter of law, is required by way of a hypothetical valuation exercise.

26. The dispute and the only issue for determination was the division of the landlord's share of marriage value as between the competent and intermediate landlords. As it was agreed that the apportionment will be in accordance with paragraph 10(2) of Schedule 13, the tribunal was concerned with the proper interpretation and application of that paragraph.

27. Paragraph 10 of Schedule 13 reads:

> "10(1) This paragraph applies in a case where—
>
> (a) the premium payable by the tenant in respect of the grant of the new lease includes an amount in respect of the landlord's share of the marriage value, and
>
> (b) there are any intermediate leasehold interests.
>
> (2) The amount payable to the landlord in respect of his share of the marriage value shall be divided between the landlord and the owners of any such intermediate interests in proportion to the amounts by which the values of their respective interests in the flat will be diminished in consequence of the grant of the new lease.
>
> (3) For the purposes of sub-paragraph (2)—

(a) the amount by which the value of the landlord's interest in the flat will be so diminished is the diminution in value of that interest as determined for the purposes of paragraph 2(a); and

(b) the amount by which the value of any intermediate leasehold interest will be so diminished is the diminution in value of that interest as determined for the purposes of paragraph 6(a).

(4) Where the owner of any intermediate leasehold interest is entitled in accordance with sub-paragraph (2) to any part of the amount payable to the landlord in respect of the landlord's share of the marriage value, the amount to which he is so entitled shall be payable to him by the landlord."

Deemed single lease

28. The first issue to be decided in the present case is whether paragraph 10 of Schedule 13 requires the two underleases that comprise the subject property to be treated as a single, composite lease for the valuation process.

29. Part I of the 1993 Act deals with landlord and tenant enfranchisement, whether it be the right of tenants of flats to collectively acquire the freehold, in Chapter I, or the individual right of a tenant of a flat to acquire a new, extended lease, in Chapter II.

30. Both counsel agreed that, for the purposes of the lease extension provisions in Chapter II, Flat 70 is defined as including Car Parking Space 30: see section 62(2), which reads (with underlining added):

"[...] references in this Chapter to a flat, in relation to a claim by a tenant under this Chapter, include any garage, outhouse, garden, yard and appurtenances belonging to, or usually enjoyed with, the flat and let to the tenant with the flat on the relevant date [...]"

31. By section 101(7) of the Act (with underlining added):

"For the purposes of this Part property is let with other property if the properties are let either under the same lease or under leases which, in accordance with section 7(6), are treated as a single lease."

32. Section 7(6) reads (with underlining added):

"Where in the case of a flat there are at any time two or more separate leases, with the same landlord and the same tenant, and—

(a) the property comprised in one of those leases consists of either the flat or a part of it (in either case with or without any appurtenant property), and

(b) the property comprised in every other lease consists of either a part of the flat (with or without any appurtenant property) or appurtenant property only,

then in relation to the property comprised in such of those leases as are long leases, this Chapter shall apply as it would if at that time—

(i) there were a single lease of that property, and

(ii) that lease were a long lease; [...]"

33. While Section 7 is found in Chapter I of the Act, it is incorporated into Chapter II, which deals with lease extensions, by virtue of section 39(3), which reads:

> "The following provisions, namely— [...]
>
> (b) section 7, [...]
>
> shall apply for the purposes of this Chapter as they apply for the purposes of Chapter I; and references in this Chapter to a qualifying tenant of a flat shall accordingly be construed by reference to those provisions."

34. Mr Fieldsend emphasised the position of section 7(6) at the beginning of Chapter I, where the qualifying criteria for long leaseholders' right to collectively enfranchise are set out. He said that section 7 has to do with the definition of a "long lease" and section 7(6) is particularly important in two respects. First, it prevents Act rights being avoided by demising a flat on more than one lease; and, secondly, it prevents avoidance of the right to acquire demised appurtenant property, by separately demising the other property (e.g. a car parking space).

35. As section 39(3) applies section 7(6) to Chapter II claims, as it applies for the purposes of Chapter I, its purpose in Chapter II is similarly directed to qualification criteria of Chapter II rights and to anti-avoidance of those rights. It is through section 7(6) that the current tenant, to whom a flat and a parking space are demised but under separate leases, can nevertheless claim a new lease to both. However, as section 7(6) is not a defining provision, it does not follow that all references in the legislation to that property are to be read as if the property were held under a single lease.

36. Such a view is underlined, Mr Fieldsend submitted, because section 7(6) is concerned only with the tenant's interests; and it makes no provision for the treatment of any superior interest under which the property is held (for example, when it comes to valuation of the superior interests under Schedule 13).

37. Mr Gallagher's view was altogether simpler: that the flat and the parking space are let on separate underleases is immaterial: the two leases are to be treated as a single composite lease (section 7(6), imported into the lease extension chapter by section 39(3)); hence references in Schedule 13 to "the Flat" and to "the tenant's existing lease" and to "the new Lease" are references to the flat and the parking spaces, and to the deemed single composite lease of the flat and the parking space. This meant that treating two underleases as one was not only for the "anti-avoidance" of Act rights, but also for the purpose of calculation of the premium and other amounts payable by the tenant on the grant of the new lease, under Schedule 13 of the Act; and, in

particular, the apportionment of marriage value between the competent landlord and the intermediate landlord(s).

38. The tribunal considers that Mr Gallagher's interpretation of paragraph 10(2) is correct. The words "in the flat" in paragraph 10(2) must mean, in the present case, in the combined Flat 70 and Car Parking Space 30. The word "flat" is in the singular, which reflects the references to a single "flat" in sections 62(2), section 101(7) and section 7(6) above. These provisions may have the effect of "anti-avoidance" of Act rights, and have been intended as such, but nonetheless they cumulatively direct the reader of the Act to understand that where a flat and appurtenant property are held on separate leases they are to be treated as one, single lease.

39. This is the literal construction of paragraph 10(2) of Schedule 13, taken in context with other relevant provisions of the Act. It is a construction that is simple, clear and certain. It also reflects the singular approach in the wording of paragraphs 3 and 4 of Schedule 13, which make reference to the landlord's interest "in the tenant's flat", which must again refer, in this case, to both Flat 70 and Parking Space 30, together.

40. The next issue is whether marriage value should be assessed, then apportioned, in separate calculations, or in one composite calculation.

Valuation approach: single or separate calculation?

41. The parties agreed that Schedule 13 allows for the separate valuation of the intermediate landlord's interest; and that the aggregate diminution in value of the competent landlord's and intermediate landlord's interests is effectively the same, whether they are valued separately or in a single calculation (at least, in the present case).

42. However, as stated in paragraph 10.1 of Mr French's report, whether the valuation of the claim for a lease extension of the flat and the parking space is carried out in a single calculation or in separate calculations is influential on the apportionment of the premium. This is because the freeholder and the intermediate landlord have different proportional interests in the two: their interests being 97.5% and 2.5%, respectively, in the flat; and 8% and 92%, respectively, in the car parking space. Therefore, the decision to adopt a combined or a separate calculation would alter the apportionment.

43. The intermediate landlord has separate head leasehold interests in Flat 70 and in Parking Space 30, both forming part of separate Land Registry title numbers. The head leasehold interests can be separately assigned and, therefore, in Mr French's opinion, these should "certainly" be valued separately. Even if they were not separate titles, it

was, according to Mr French, "standard practice to value different properties separately and aggregate the resultant values".

44. Mr French's approach is to value the premiums attributable to the flat and the parking space separately. He also ascertains and apportions the marriage value attributable to each of the flat and of the parking space separately, i.e. by two separate calculations. At that point he aggregates the results of the two completely separate self-contained calculations: one for the parking space and one for the flat.

45. In his report, Mr French gives several justifications for this approach, saying that it reflected what would happen in the open market, i.e. the division of the landlord's share of the marriage value would be dealt with separately for each of Flat 70 and the car parking space. If that were not so, and if the interests were combined, "the difference is diluted in favour of the Intermediate Landlord such that the Freeholder receives less than what it would negotiate to receive in the open market, and the Intermediate Landlord receives more. The combined treatment of Flat 70 and the car parking space distorts what would happen in the open market."

46. In Mr Fieldsend's terms, the open market approach adopted by Mr French is an exercise undertaken "on the basis of reality" and Ms Ellis' approach of undertaking a single valuation of the flat and parking space combined, is "artificial and restricted" and not one required by Schedule 13 of the Act.

47. For her part, Ms Ellis' report justifies her "single assessment" approach from a valuation point of view, saying that she followed the wording of Schedule 13 of the Act and adopted a conventional format. At paragraph 3 of her report, she provides a list of factors that, she says, support this approach.

48. The marriage value created by the grant of the new lease is defined and calculated in accordance with paragraph 4 of Schedule 13, namely:

> "(1) The marriage value is the amount referred to in sub-paragraph (2), and the landlord's share of the marriage value is 50 per cent. of that amount.
>
> (2) Subject to sub-paragraph (2A), the marriage value is the difference between the following amounts, namely—
>
> (a) the aggregate of—
>
> (i) the value of the interest of the tenant under his existing lease,
>
> (ii) the value of the landlord's interest in the tenant's flat prior to the grant of the new lease, and
>
> (iii) the values prior to the grant of that lease of all intermediate leasehold interests (if any); and
>
> (b) the aggregate of—

(i) the value of the interest to be held by the tenant under the new lease,

(ii) the value of the landlord's interest in the tenant's flat once the new lease is granted, and

(iii) the values of all intermediate leasehold interests (if any) once that lease is granted."

49. In her report, Ms Ellis states that this definition of marriage value is specific in how it is to be calculated and there are to be just two aggregations, i.e. one before and one after the grant of the new lease. Paragraph 4(2) of Schedule 13 does not provide for separate aggregations for the flat and for any appurtenant property. She continues:

> "Perhaps most significantly, paragraph 10 of Sch 13 provides for "the amount payable [in the singular] to the landlord in respect of his share of the marriage value" to be divided between the Competent Landlord and any intermediate Landlords "in proportion to the amounts by which the values of their respective interests in the flat will be diminished..." There is no mention of "the amount payable to the landlord" being divided in more than one proportion."

50. Having considered the competing arguments, the tribunal prefers Ms Ellis' single assessment calculation of marriage value.

51. As will be seen from paragraph 10(2), where there are intermediate interests, the landlord's 50% share of marriage value is to be divided between the landlord and the owners of any such intermediate interests in proportion to the amounts by which the values of their respective interests in the flat will be diminished in consequence of the grant of the new lease.

52. Taking paragraphs 4(2) and 10(2) together, the tribunal concludes that paragraph 4(2) requires there to be one marriage value figure, calculated in a straightforward way, by finding the difference in two aggregate values, before and after the grant of the new lease; and the literal wording of paragraph 10(2) is to look at the marriage value in total, as one "amount", in the singular; not as separate elements. In the tribunal's view, Mr French wrongly calculates two separate marriage values - one for the flat on its own and another for the parking space - which he then aggregates. That would be the correct approach if the parking space were another flat, but it is not: it is appurtenant property to Flat 70; and the tribunal accepts that Flat 70 and Parking Space 30 are <u>one</u> "flat" for valuation purposes.

53. The tribunal also accepts that in the present case such an approach results in a dilution of the landlord's share of marriage value under the Act. This might be at variance with what may occur in an open market negotiation, but that is what paragraphs 4 and 10 of Schedule 13 direct.

54. Mr Fieldsend says that paragraph 10(2) does not express the denominator for the apportionment of the landlord's marriage value. However, the tribunal disagrees. There is in effect a denominator in the formula set out in paragraph 10(2). The division of marriage value is to be "in proportion" to the amounts by which the values of the landlord's and intermediate landlords' interests in the flat will be diminished in consequence of the grant of the new lease. The diminutions in value in the present case are those of the Portman and of Starlight in the flat, including the parking space. The words "in proportion" can only mean a ratio: a ratio of those diminutions in value as against each other.

Human Rights Act

55. Mr Fieldsend submitted that, if, contrary to the competent landlord's case, on a conventional construction, the tribunal finds that Schedule 13 requires for the purposes of the valuation exercise that the tenant's interest in the flat and parking space and the intermediate landlord's reversionary interest in the same are to be treated as if held under a single lease, then that construction offended Article 1 of the First Protocol ("A1P1") of the European Convention of Human Rights, if the market would deal with them separately. In order to ensure compatability with A1P1, he invited the tribunal in the alternative to construe the relevant provisions in accordance with section 3 of the Human Rights Act 1998.

56. The tribunal declines to do so. The 1993 Act already removes the landlord's right to full compensation for the loss of its property rights, i.e. by removing any entitlement to marriage value where the unexpired term of the tenant's lease exceeds 80 years and then by limiting any marriage value there may be to 50%. Parliament considered that there were good reasons for doing so, not least the need for certainty. Similarly, paragraph 10(2) of Schedule 13 introduces a formula for the division of landlord's share of marriage value, which introduces simplicity and certainty, even though it might, at the same time, be seen as diluting the landlord's interest in the marriage value in the present case.

The premium and its apportionment

57. Accordingly, the amount to be paid and the apportionment of the premium is that calculated in the revised "JE3" calculation annexed to Ms Ellis' addendum report of 9 November 2015. As that calculation appears to have been amended subsequently, the tribunal does not repeat the figures in this written decision, but if the parties are unable to agree them on the basis of the tribunal's present determination, either party may apply for a final determination of the appropriate

figures within 14 days of the date of this document, with an explanation of where the arithmetical differences lie between the parties.

Name: Judge Timothy Powell **Date:** 21 January 2016

Rights of appeal

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

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

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

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

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

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