FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY) &

IN THE COUNTY COURT at Chelmsford, sitting at 2A Oaklands Avenue, Romford, Essex RM1 4DP

Tribunal reference	**:**	**CAM/26UD/LIS/2019/0019**
Court claim number	**:**	**F1QZ197M**
Property	**:**	**Flat 9, Bellingham Court, Wanderer Drive, Barking IG11 0XN**
Applicant/Claimant	**:**	**Great Fleete Management No.2 Limited**
Representative	**:**	**LMP Law Ltd**
Respondent/Defendant	**:**	**Ms Lydia Gyekye**
Tribunal members	**:**	**Judge Wayte & Mrs A Flynn**
In the county court	**:**	**Judge Wayte**
Date of decision	**:**	**6 January 2020**

DECISION

The following sums are payable by Ms Gyekye to Great Fleete Management No 2 Limited by 3 February 2020:

(i) Service charges: £2,886.02;

(ii) Legal costs under paragraph 3 of the Seventh Schedule to the lease: £5,383.80;

Making a total of: £8,269.82.

The application

1. The applicant management company and head lessee seeks a determination pursuant to section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") and schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") as to the amount of service and administration charges by the respondent leaseholder, in respect of Flat 9, Bellingham Court ("the Property").

2. Proceedings were originally issued against the respondent in the County Court Business Centre under claim number F1QZ197M. The respondent filed a Defence dated 15 March 2019. The proceedings were then transferred to the County Court at Chelmsford and then to this tribunal by the order of District Judge Callaghan dated 17 June 2019.

3. The tribunal issued directions on 9 August 2019 and the matter was heard on 19 November 2019.

The hearing

4. The applicant management company and head lessee, Great Fleete Management No.2 Limited, was represented by Richard Granby of counsel, instructed by LMP Law Ltd solicitors and their witness, Mr Sohrabi of BLR Property Management Ltd. The respondent leaseholder, Ms Gyekye, appeared in person, together with her partner Mr Missah.

The background

5. The subject property is a two bedroom flat in a large modern development of 47 flats in four blocks, with off street parking and communal gardens to the rear.

6. Neither party requested an inspection of the property; nor did the tribunal consider that one was necessary, or that one would have been proportionate to the issues in dispute.

7. The applicant is the head lessee and party to the tripartite leases of the flats within the development, with the responsibility of providing services to the leaseholders. The management company is lessee owned. The respondent is the long leaseholder of the subject property under a lease dated 29 November 1996. The specific provisions of the lease will be referred to below, where appropriate.

The issues

8. The amount claimed in the County Court from the respondent was:

(i) Service charges of £2,984.28 for the period from 1 January 2017 to 31 December 2018;

(ii) Statutory interest of £275.75;

(iii) Contractual legal costs and expenses of £1,597 to the date of issue of the County Court proceedings and continuing.

9. The defence filed in the County Court challenged the reasonableness of the amounts claimed and raised various complaints against the applicant. The actual service charges disputed were listed in a schedule as required by the tribunal's directions and were considered in turn as set out below.

10. In her defence, the respondent had also challenged the service charges "going back many years", she reiterated that challenge by providing schedules for the service charge years 2011-2016 as well as the service charge years which were the subject of the County Court claim. The applicant declined to respond to that challenge on the basis that the dispute transferred by the County Court was only in respect of the service charges for 2017 and 2018.

11. The respondent's witness statement was sent after the date for exchange set out in the tribunal's directions. On 11 November 2019 the tribunal wrote to the parties to state that the statement would be allowed as the respondent had provided reasons for her delay and no prejudice was alleged on the part of the applicant. However, the tribunal confirmed that the service charge claim would be limited to the service charge years 2017 and 2018 as the respondent should have made an application to amend her case at an earlier stage and it was too late to do so now, given the hearing date.

12. The respondent had also alleged that the applicant had charged ground rent incorrectly. There was no claim for ground rent in the County Court proceedings and in the circumstances the tribunal also declined to deal with this aspect of the claim at the hearing.

13. The respondent also made applications under section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 to the Commonhold and Leasehold Reform Act 2002 for an order limiting the applicant's costs either as a service charge or administration charge.

County court issues

14. The order transferring issues to the tribunal confirmed that the Tribunal Judge would have all the rights and powers of a County Court Judge in relation to the claim including any assessment of costs.

15. Following amendments to the County Courts Act 1984, made by schedule 9 of the Crime and Courts Act 2013, all First-tier Tribunal ("FTT") judges are now judges of the county court. Accordingly, where FTT judges sit in their capacity as judges of the county court, they have jurisdiction to determine issues relating to interest and costs, that would normally not be dealt with by the tribunal.

16. Accordingly, the tribunal's directions dated 9 August 2019 informed the parties that the tribunal judge would deal with all the issues in the case, including interest and contractual costs, at the same time as deciding the payability of the service charge. In practice, the service charges and the respondent's application under section 20C/paragraph 5A were determined by Judge Wayte and Mrs Flynn as the tribunal and the contractual costs and interest by Judge Wayte alone sitting as a County Court judge. The claim for interest was withdrawn by the applicant at the hearing.

17. These reasons will act as both the reasons for the tribunal decision and the reasoned judgment of the county court, where a separate order has been made.

Determinations and reasons

18. Documents in the hearing bundle are referred to by their tab number and page number, so that [5/1] refers to tab 5, page 1.

Service charges – 2017 and 2018

19. The respondent's obligation to pay 1/47th of the service charge is at clause 1 and paragraph 6 of Schedule 7 to the lease [1/7 and 14]. The service charge provisions are set out in the Sixth Schedule [1/13], basically the service charges are payable in advance on 1st January and 1st July in every year with any balancing payment due 21 days after service of a certificate from the lessor for the period in question.

20. The Fifth Schedule sets out the obligations and some of the powers of the applicant [1/11]. No challenge was made by the respondent on the basis that the charges were not permitted under the lease. The disputed items were dealt with in turn, focussing first on 2018 and applying the same arguments as appropriate in respect of the same items for 2017.

21. The schedule had been complied by the respondent on the basis of the estimated services charges for 2017 and 2018. The County Court claim was for a slightly shorter period as set out in the tenant statement at [1/31], although appears to be based on the actual costs for 2017 and estimated costs for 2018. For ease, the tribunal has determined the total amount payable for each disputed item for 2017 and 2018 as set

out in the schedule and will calculate any deduction due from the tenant statement after consideration of the disputed items.

Cleaning and gardening

22. The estimated charge claimed from the respondent amounted to £327.24 for 2018 and £319.16 for 2017. The invoices for the period were at [7/238-262]. The bulk of the work was carried out by Woodside Property Maintenance Ltd for a monthly fee of £1,250. This covered weekly visits for cleaning and gardening, with a list of tasks on the face of each invoice. Additional works were billed on top in relation to items such as jet washing (carried out very six months) or removal of bulk waste (as required), either by Woodside or Gardnerds & Co Ltd.

23. The respondent had no complaints about the standard of the service, she claimed that the applicant should have consulted the leaseholders on the basis that the contract had been in place for several years and that there had been no market testing to see whether the services could be provided at a lower cost.

24. Mr Sohrabi of BLR Property Management, the agents appointed by the applicant, gave evidence that Woodside had been appointed in 2008 due to leaseholder dissatisfaction with the previous cleaners. His understanding of their standard charges was that £600 was for the cleaning and £650 for gardening. That monthly charge had not been increased for a number of years. He stated that Woodside were very reliable and would always attend promptly for additional services. There was no formal contract with the company and therefore the consultation provisions applying to "Qualifying Long Term Agreements" in section 20 of the Landlord and Tenant Act 1985 did not apply.

The tribunal's decision

25. The tribunal accepts Mr Sohrabi's evidence that the contract with Woodside is monthly and therefore consultation is not required. The photograph of the development at [7/351] shows a large communal garden to the rear of the buildings and the respondent was clear that she had no complaint with the service provided. She had not provided any alternative quotes or other evidence to show that the costs were not reasonable. In the circumstances, the tribunal is satisfied that the charge claimed for cleaning and gardening for both years is reasonable.

26. The estimated amounts payable for 2017 and 2018 are therefore as claimed by the applicant, £319.16 and £327.24, making a total due under this heading of £646.40.

Insurance

27. The estimated charge for 2017 was £287.24, rising to £595.06 in 2018. The increase was said by the applicant to follow a revaluation of the rebuild cost assessment and two particularly large insurance claims in 2017. The insurance schedules, policy documents, the rebuild cost assessment and details of claims were in the bundle at [7/340-358].

28. The respondent had asked the applicant whether any commission had been received in respect of this and other service charge items. She also challenged the 2018 charge in particular, on the basis that the applicant had not taken steps to seek value for money and the charge was excessive. Again, she did not produce any alternative quotes to support that claim.

29. Mr Sohrabi gave evidence that no commission was received by BLR Property Management Ltd or the applicant. Following enquiries made during the hearing, he was advised that the brokers, Christopher Trigg Limited, received 10% in respect of the main policy and 5% on terrorism cover.

The tribunal's decision

30. Although the applicant had provided some evidence to support the increase in 2018, there was nothing from the broker to confirm that the quote from Covea Insurance (who were also the insurer in 2017) was competitive with the wider market. The tribunal considers that a charge of nearly £600 for one flat out of 47 is excessive and, doing the best it can given the lack of evidence, has applied a deduction of 15% to achieve £505.80 as the reasonable cost for 2018. The cost of £287.24 for 2017 is reasonable.

31. The estimated amount payable for insurance is therefore £287.24 for 2017 and £505.80 for 2018, making a total of £793.04.

Management fees

32. Mr Sohrabi gave evidence that BLR Property Management had existed for about 20 years and currently managed about 4,000 units. He personally looked after 14 blocks, including Bellingham Court. The fee charged for each year was £208.07 and the invoices were in the bundle at [7/277-280 and 359-362].

33. The respondent's witness statement stated that there had been a failure to maintain the property and in particular, the windows – although she confirmed that her own were acceptable. She also raised concerns about the maintenance of the sinking fund. In response to the concerns about lack of maintenance, Mr Sohrabi confirmed that there were problems with recovery of the service charge and this had led to a shortage of available funds for major works. He was in the process of

planning internal decorations but this had been placed on hold pending monitoring of alleged subsidence and the AGM at the end of the year. He accepted that there had been no recent decoration of the windows but stated that he had received no other complaints about his management of the property. About 80% of Bellingham Court was tenanted and the applicant suffered from a lack of engagement from leaseholder members, with only one active director and very poor attendance at the AGM.

The tribunal's decision

34. The tribunal found Mr Sohrabi to be a credible witness. He was clearly familiar with the development and had ensured that the day to day maintenance had been carried out effectively. The respondent admitted that she had not been to an AGM and her complaint about the lack of wider maintenance failed to reflect her own arrears pre-dating the claim. In the circumstances and given the obvious work carried out by BLR Property Management, the tribunal determines that the management fees are reasonable and payable as claimed by the applicant at £208.07 for each year, making a total of £416.14.

Repairs & Maintenance

35. The estimated sums claimed from the respondent were £212.77 for 2017 and £229.26 for 2018. The respondent's objections were mainly on the basis that she suspected there were payments of commission from third party service providers which inflated the cost of works. She also pointed to items which appeared to be for the benefit of individual flats rather than the communal parts or other maintained property under the lease.

36. Mr Sohrabi confirmed that C2 Maintenance Ltd, which carried out much of the work under this heading, was linked to BLR Management by the directors as well as being based at the same address. There was no long term contract with the company and the rate of £80 an hour was competitive for specialist building services, including electrical and plumbing work. As before, invoices were in the bundle at tab 7. Mr Sohrabi admitted that the invoices at [7/384,385 and 396] were in relation to individual flats. He stated that £50 or £60 had been claimed back from the leaseholder for the work to the sky q multi switch but no contribution had been sought from the owner of flat 20 in relation to the internal plumbing works, which cost £360 in 2018. No other items were identified by the respondent for 2018 or 2017.

The tribunal's decision

37. Although Mr Granby sought to argue that works to individual flats were covered in paragraph 21 of the Fifth Schedule: "*The provision*

maintenance and renewal of any other equipment and provision of any other service or facility which in the opinion of the Management Company it is reasonable to provide" [1/12], his own witness conceded that the individual leaseholder should pay and the tribunal agrees. In the circumstances the tribunal determines that the charges in respect of flat 20 and £60 in respect of the sky works have not been reasonably incurred. 1/47th of the total is £9, which will be deducted from the charge for this item in 2018. Nothing is to be deducted from 2017 as nothing was raised by the respondent.

38. The estimated amount payable for repairs and maintenance is therefore £220.26 for 2018 and £212.77 for 2017, making a total of £433.03.

CCTV Maintenance

39. £13.56 was estimated in 2018. The respondent's challenge went to whether the work had been reasonably incurred as it was a new area of expenditure. The respondent had explained in the schedule that it had been agreed at the AGM to install CCTV in an attempt to discourage the dumping of bulk waste and possibly identify the offenders so that they could be charged for the cost. Mr Granby relied on paragraph 21 of the Fifth Schedule in the lease as set out above, together with the "sweeping up" provision in paragraph 26 as the power to incur the cost [1/12-13].

The tribunal's decision

40. The respondent's explanation is perfectly reasonable and the cost is minimal. Paragraph 21 is clearly wide enough to cover the works, without the need to resort to the "sweeping up" clause in paragraph 26. £13.56 is payable for 2018 as claimed.

Window Cleaning (common parts)

41. This was another new item for 2018, with the same challenge by the respondent. The cost was also challenged, with the invoices showing a monthly cost of £225 plus VAT and an estimated service charge claim from the respondent for £45.96. Mr Sohrabi gave evidence that this had also been requested following the AGM. There had been a number of complaints and he had therefore suspended the service with a view to having a further discussion at this year's AGM.

The tribunal's decision

42. The tribunal was not convinced that monthly window cleaning was required, however in view of the vote at the AGM (which the respondent admitted she did not attend) the tribunal will allow the cost in full. The cost per visit is clearly reasonable given the extent of the development. In the circumstances the tribunal determines that

£45.96 is payable in respect of the estimated charges for window cleaning for 2018.

Health and Safety

43. £127.92 was estimated for 2018 and £74.43 for 2017. Nothing specific was raised by the respondent, although the tribunal queried the charge in relation to the fire door inspection for 2018 at [7/437] as £600 appeared to have been charged by C2 Maintenance for 1.5 hours of engineer time as opposed to £320 plus VAT for the emergency lighting test at the usual £80 hourly rate. Mr Sohrabi stated that the additional time for the fire doors was justified by the report. That document was not in the bundle but was sent by email following the hearing. It is in the form of an "Excel" spreadsheet and is evidence of a detailed inspection of some 58 doors within the development.

The tribunal's decision

44. It seems likely to the tribunal that the report was conducted during the inspection and therefore the engineer must have been on the site for longer than the 1.5 hours indicated on the invoice. Assuming that each door would take around 5 minutes, that amounts to some 5 hours, not including travelling time. In fact, the applicant stated in the email accompanying the report that the invoice should have said 1.5 days, although this not does marry up with the invoice in terms of the hourly rate.

45. In the circumstances, the tribunal considers that the cost is reasonable and in the absence of any specific challenge from the respondent determines that £127.92 and £74.73 is payable by the respondent, making a total of £202.65.

Reserve/sinking fund

46. £212.77 was sought from the respondent in each year, representing her share of £10,000 which the applicant stated was collected in accordance with paragraph 7 of the Fifth Schedule to the lease: "*Such sum as shall be considered necessary by the Management Company (whose decision shall be final) to provide a reserve fund or funds for items for future expenditure to be or expected to be incurred at any time in connection with the Maintained Property*" [1/11]. The accounts showed that the fund is generally maintained at about £30,000, with a credit back to the leaseholders in 2018 of some £26,000.

47. The respondent had claimed that if that overpayment had been made earlier, her account would have been clear at the point the applicant decided to issue proceedings. However, the invoice at [9/457] showed that a credit of £559.71 was given on 27 June 2018, well before

proceedings were issued in 2019. She also made a number of other allegations in relation to the past management of the reserve fund, although it was unclear to the tribunal what effect this would have had on her liability for service charges for 2017 and 2018.

The tribunal's decision

48. £212.77 is payable in relation to each service charge year as a contribution to the reserve or sinking fund. There is clearly power under the lease to create such a fund which is entirely reasonable in amount given the regular expenditure and the size of the development.

Additional items for 2017: refuse collection and professional fees

49. These items were estimated at £53.19 and £12.77, with no specific challenge in the schedule and nothing raised at the hearing. The respondent's comments in the schedule state that the actual costs for 2017 were some £4,500, which provides further justification for the installation of CCTV as set out above. The certified accounts for 2017 record £600 in respect of professional fees. In the absence of any specific challenge the tribunal determines that these charges are payable in full.

Balancing charge for 2017

50. The tenant statement at [1/31] shows that part of the service charge claim was made up of a balancing charge for 2017 of £430.26 demanded on 27 June 2018. The respondent had not raised the issue but the tribunal queried whether the charge was in fact payable as paragraph 2.2 of the Sixth Schedule required a certificate setting about the amount due [1/14]. There was an error in the lease in that the certificate was required to be in accordance with paragraph 4 of the Sixth Schedule which was missing. The tribunal allowed the applicant to provide any evidence of a certificate after the hearing.

51. On 21 November 2019 the applicant sent the tribunal a copy of a letter to the respondent dated 27 June 2018 which enclosed the invoice, a service charge certificate for 2017, a copy of the certified accounts and the summary of tenants' rights and obligations. In the circumstances the tribunal is satisfied that the balancing charge is payable in accordance with the lease.

Administration charges

52. In addition to the service charges, the tenant statement at [1/31] claimed £200 in administration charges, £50 for the "arrears recovery fee stage 2" and £150 for the referral to solicitors. A document at [4/49] set out a list of charges for service charge and ground rent recovery. It

did not include a fee for "arrears recovery stage 2" but did indicate £150 for the letter before action.

53. The applicant's statement of case at [6/84-95] contained further information about the £50 fee and exhibited the letter sent to the respondent with the invoice showing the charge. In short, this was the final reminder after three previous warnings. The applicant relies on paragraph 3 of the Seventh Schedule which sets out the covenants by the lessee: "*To pay all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the Lessor or the Management Company in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925…*" [1/14].

54. The respondent did not make any specific challenge in relation to the administration fees.

The tribunal's decision

55. The applicant's correspondence clearly engages the covenant in paragraph 3 of the Seventh Schedule and the costs are reasonable in amount, given the number of prior warnings and the work undertaken by the solicitors to issue the letter before action. The tribunal therefore considers that the administration charges of £200 are payable by the respondent.

Total deductions from the service charges claimed

56. The respondent's claims have been largely unsuccessful, with no deductions due in respect of 2017 and just £98.26 from the estimated charges for 2018, comprising the 15% deduction from the insurance and £9 for the works to individual flats. This outcome is mainly due to the respondent's failure to provide any evidence to support her claim that the estimated costs were unreasonable.

57. In the circumstances, the tribunal determines that £2,886.02 (£2984.28 - £98.26) is payable by the respondent in relation to the claim for service and administration charges from 1 July 2017 to 10 August 2018.

Application under section 20C/paragraph 5A

58. The respondent had included details of her application in her witness statement dated 29 October 2019. In short, she considered that the dispute had arisen as a result of the management company's failings

and therefore it was not just and equitable for any contractual costs to be recovered or for them to form part of the service charge.

59. Mr Granby pointed out that as a lessee owned management company, any shortfall in recovery of costs would fall upon the members in any event. He also submitted that the applicant was likely to be successful in respect of most of the claim.

The tribunal's decision

60. In the light of the tribunal's determination, the applicant has indeed been successful in respect of most of the claim. In those circumstances it determines that it is not just and equitable to make an order under either section 20C of the 1985 Act or paragraph 5A of the 2002 Act to limit the applicant's costs as part of the service charge or as an administration charge. As stated above, the only "failing" which came to light was in respect of delay in carrying out major works but given that the tribunal has determined that the applicant is in substantial arrears and the tribunal heard of others, this is hardly surprising.

County Court matters: costs and interest

61. The applicant's solicitors submitted a schedule of costs, which was considered by Judge Wayte sitting in her capacity as a judge of the county court. Mr Granby relied upon the contractual right to recover costs from the lessee, pursuant to the terms of the lease and in particular paragraph 3 of the Seventh Schedule by which the lessee covenants : "*To pay all costs charges and expenses…incurred by the Lessor or the Management Company in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925…whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the court*." [1/14]

62. The applicant's statement at [6/92-93] confirmed that the proceedings were issued in contemplation of forfeiture and this was supported by the pre-action correspondence. The respondent did not challenge this assertion, her only comment was that the costs were "really high".

Decision

63. In my capacity as a judge of the county court, I am satisfied that the landlord is entitled to an order for the recovery of its costs against the lessee, as a matter of contractual entitlement, as set out by the applicant above. I turn now to the amount of the landlord's costs, noting that the assessment is on an indemnity basis under Rule 44 of the Civil Procedure Rules because of the contractual entitlement. In practical terms this means that the court will give the benefit of the

doubt to the applicant in terms of whether costs are reasonably incurred or reasonable in amount.

Assessment of the landlord's costs

64. The landlord's costs in the schedule totalled some £9,000. The solicitors' work before the county court and the tribunal was carried out by a grade D fee-earner at £90 per hour plus VAT. As Mr Granby remarked, this is a low hourly rate and no specific challenge was made by the respondent, other than her alarm at the total amount. I agree that the hourly rate is reasonable.

65. In terms of attendances with the parties, none are claimed and the correspondence and telephone calls are also admirably few. I do consider that attendance at the hearing behind counsel was excessive in a tribunal against an unrepresented party, particularly given the travelling time from Nottingham. I therefore disallow the entire claim for attendance at the hearing of £1,080.

66. The schedule of work done on documents contains the administration fees of £200 which is obviously duplication and is therefore disallowed. Fixed fees are also claimed of £400 for writing to the lender twice and £500 for drafting particulars of claim. Both of these are excessive and I reduce them to £100 and £200 respectively. The particulars of claim are clearly based on a template and very brief. I am also reducing the claim for the 2018 accounts and Scott schedule from 7 to 4 hours to bring it into line with the time claimed for 2017 and to reflect the brief wording on the schedule. This is a further reduction of £270. The total reduction from this item is therefore £1,070.

67. In terms of counsel's fees, £1,750 was claimed. The hearing lasted until 3pm and counsel confirmed he had spent half a day preparing the day before. The applicant has used a relatively junior counsel and I consider that the fee is excessive for what is in effect just over one day's work. In the circumstances I am reducing counsel's fees to £1,000.

68. Disbursements claimed were the court fees, land registry disbursements and travel expenses. In view of my decision on attendance by the trainee I will disallow the travel. No separate claim was made for the land registry fees so this item is reduced to the court fees of £385.

69. In total, the overall costs payable by the respondent are therefore:

	£
Solicitors' costs	3,165.67
Counsel's fees	1,000.00
Disbursements	385.00

VAT on solicitors' and counsel's fees	833.13
Grand total	**5,383.80**

70. This is a significant sum but it reflects the fact that the respondent's lease entitles the management company to recover contractual costs if she is in breach of her lease. The respondent's defence remains something of a mystery, as she relied mainly on technical defences and then failed to produce evidence to support them. In future she would be well advised to pay the service charges under protest if she disputes them and then issue an application for determination by the tribunal. She may also wish to become involved with the management company or at least attend the AGMs to raise any concerns at an earlier stage.

71. In order to bring the matter to a conclusion I have drawn a form of judgment that will be submitted with these reasons to the County Court sitting at Chelmsford, to be entered in the court's records. These reasons were sent in draft form to the parties on 6 December 2019, no appeal was received but on 9 December 2019 Ms Gyekye requested an extension of time to pay her debt while she sold her property. In effect, Ms Gyekye has had at least an additional month since the draft decision was sent out and it is unreasonable to extend time generally in all the circumstances of the case. Therefore, all payments are to be made by 3 February 2020. There is of course nothing to prevent the parties from agreeing a different date or Ms Gyeke's mortgagees may be willing to assist her.

Name: Judge Ruth Wayte **Date:** 6 January 2020

ANNEX - RIGHTS OF APPEAL

Appealing against the tribunal's decisions

1. 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 date this decision is sent to the parties.

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 state the grounds of appeal, and state the result the party making the application is seeking.

Appealing against the decisions made by the Judge in his/her capacity as a Judge of the County Court

5. Any application for permission to appeal must arrive at the tribunal offices in writing within 28 days after the date this decision is sent to the parties.

6. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking.

7. If an application is made for permission to appeal and that application is refused, or if no application for permission to appeal is made but, in either case, a party wants to pursue an appeal, that party must file an Appellant's Notice at the County Court office (not the tribunal office) within 28 days of the Hand Down date.

Appealing against the decisions of the tribunal and the decisions of the Judge in his/her capacity as a Judge of the County Court

8. In this case, both the above routes should be followed.