



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

Case Reference : CHI/00HD/LBC/2021/0011

Property : 83 Emerson Way, Emerson's Green,
Bristol, BS16 7AP

Applicant : Tracey M Tichbon

Representative :

Respondent : Andrea Varano

Representative :

Type of Application : Determination of an alleged breach of
covenant

Tribunal Member(s) : D Banfield FRICS
Regional Surveyor

**Date and venue of
CMH** :

Date of Decision : 14 October 2021

DECISION

The tribunal determines that the Respondent has breached two clauses in his lease:

- Clause 3.6 by failing to decorate the exterior in every fifth year as required.
- Clause 10 of the Fourth Schedule by failing to maintain the front garden area included within his lease to the standard required by that clause.
- None of the remaining alleged breaches have been found.

Background

1. The Applicant is the freeholder and seeks a determination in respect of breach of covenants contained in the Lease between the parties in relation to the Property, which is described as one of two flats in the building.
2. The Applicant stated that she wishes the matter to be dealt with as swiftly as possible because of abuse, harassment and trespass being experienced.
3. The Tribunal made directions on 23 June 2021 indicating that the application may be suitable for determination on the papers alone without an oral hearing and will be so determined in accordance with Rule 31 of the Tribunal Procedure Rules 2013 unless a party objected in writing to the Tribunal. No objections have been received and the application is therefore determined on the papers.
4. The directions also set out a timetable for the exchange of cases between the parties leading to the production of a hearing bundle by the Applicant. References to page numbers in this bundle are indicated as [*] below.
5. The property comprises a 2 bedroom first floor maisonette constructed some 25 years ago. On the ground floor is the flat occupied by the Applicant freeholder and referred to in the lease as “The Adjacent Flat”
6. The Tribunal’s jurisdiction in this matter is to determine whether or not the Respondent has breached any of the covenants contained within his lease. Matters raised by either party not relevant to such a determination will not be referred to in this decision.

The Lease

7. The property is described as “The flat at first floor level shown edged red on Plan 1 and the entrance hall at ground floor level shown coloured green on Plan 2 and the garden area and car parking spaces coloured blue on Plan 2 and more particularly described in the First Schedule.
8. The lease defines the “Structural Parts” as the foundations floor slabs roof and the load bearing walls (whether internal or external) forming part of the Property and the Adjacent Flat.
9. The lease places obligations on the Lessee which where relevant to this case are;
 - 3.3 To keep the Property in repair.

- 3.4 To pay within 28 days of written demand one half of the cost incurred by the Lessor in keeping the structural parts of the ground floor flat in repair.
- 3.5 To pay a fair proportion of the cost of maintaining the driveway.
- 3.6 To paint the exterior every 5 years.
- 3.7 To permit the lessor to enter twice a year at reasonable times to examine the condition of the property and then serve a notice on the lessee specifying any works necessary. If not carried out the lessor may enter and carry out the works themselves at the lessee's expense.
- 3.8 To insure the property and whenever reasonably required produce to the lessor the policy and receipt for the last premium.
- 3.9 Within one month after every assignment assent transfer underlease or mortgage of the Property to give notice thereof in writing with particulars thereof to the Lessor.
- 5.5 If either Lessor or Lessee fails to pay sums due to the other they shall pay interest after 28 days of their being demanded in writing.
- 5.6 If either Lessor or Lessee fails to repair their respective Structural parts then the other shall have a right to enter each other's flat to carry out the repair.

10. The Lessor's covenants are;

- 6.2 If the Lessee does not insure the Premises the Lessor may do so at the Lessee's cost.
- 6.3 To keep the ground floor flat in good repair.
- 6.4 The Lessor covenants with the Lessee to pay within 28 days of written demand one half of the cost incurred by the lessee in maintaining repairing renewing and replacing the Structural Parts forming part of the Property.

10. The First Schedule provides specific details of those parts of the property included in the demise and, with relevance to the issues in this case, includes the roof above the flat. Specifically excluded are parts of the building beneath the first floor joists except for the entrance hall.

11. Sections 5 and 6 of the Second Schedule give rights of access over the driveway and footpath together with the use of the bin store the Lessee bearing a fair proportion of the cost of maintenance.

12. Section 1 of the Fourth Schedule repeats the lessee's obligation to pay a fair proportion of the roadway costs referred to in the Second Schedule. Further obligations are;
- Section 5. Not to affix or allow to fix sign boards without the Lessor's written consent.
 - Section 8. Not to do or permit anything which may be or become a damage disturbance nuisance or annoyance to the Lessor.....
 - Section 9. To pay a proportionate part of the cost of services serving the property.
13. Section 10. At all times to cultivate as a gardenthe area coloured blue of the Property...

The Law

14. See Appendix

The Evidence

The Applicant

15. In her application [4] the following alleged breaches are listed;
- (a) Damage caused to party wall from bathroom leak.
 - (b) Failure to settle sum requested in respect of bathroom leak (5.6) Failure to conduct maintenance to structure of property (3.6) x 2
 - (c) Failure to provide insurance documents.
 - (d) Subletting the property without informing Freeholder 2015 - present
 - (e) Failure to notify Freeholder that property is in a treatable condition.
 - (f) Failure to cultivate front garden
 - (g) Failure to permit Freeholder access to property to conduct maintenance inspections (3.7)
 - (h) Actions by both Leaseholder and his tenants caused deliberate nuisance
 - (i) Unreasonable and bullying behaviour by Leaseholder and his "Advisor"
 - (j) Failure to deal with any issues a maintenance/noise issue reported in December 2018 remains ignored

(k) Arranged for erection of Scaffolding and instructed a Building Contractor without the Freeholders knowledge or agreement but demanded payment and threatened legal action to recover the "alleged amount owing"

16. In her statement of case dated 28 September 2021 [64]the Applicant stated;

(a) "In 2011 damage was caused to my entrance hall and front door from a leak in number 83 Emerson Way. The Respondent is responsible to repair the damage, he failed and refuses to do so 10 years later. This is negligence and breaches both Section 3.3 and Section 8 of the Lease.

(b) The Respondent failed to make payment in response to the invoice sent in respect of repairs in 2011: Breaches of Section 3.8. and Section 5.5. As the Respondent has also failed/refused to confirm the property is actually insured and has refused to provide proof of insurance. Further Breach of Section 3.8

(c) The Respondent has failed to address maintenance issues or conduct maintenance and has therefore failed to keep number 83 in full repair, deliberately letting the structure fall into a state of neglect . By ignoring the issues reported (Soundproofing issues, use of washing machines/tumble driers at anti-social hours over a number of years) is a breach of Section 3.3 and has deliberately caused a number of disturbances, much nuisance and a lot of annoyance over a six year period and Section 8 breached for the second time.

(d) The Respondent has failed to renovate re-decorate the exterior (wooden fascia boards) every five years: 2Breaches of Section 3.6

(e) Failure to permit me access to conduct inspection of number 83: Breach of Section 3.7. I was also denied the right to enter number 83 in December 2020 by the Respondents "McKenzie Friend" with a workman to address the tap issue when he had no right to refuse me. A further breach of Section 3.7.

(f) Since 2015 the Respondent has refused to provide relevant details regarding the sub-letting of number 38 (sic). 5 Breaches of Section 3.9 and 3.10.

(g) The Respondent has never cultivated the garden in accordance with Section 8 of the Lease. The only maintenance has been solely conducted by me and my parents to the benefit of the Respondent

(h) In addition to the Breaches of the Lease, over the last 10 years I have experienced unacceptable behaviour by

the Respondent , being embraced and kissed (2015), threatened with legal action (2016) Anti-social behaviour in 2018 resulting in the attendance of 2 Fire Trucks. Also in 2018 the deliberate blocking of my phone to prevent me from being able to report issues, resulting in subtenants failing to report blocked guttering in 2019 leaving the issue unresolved for 14 months causing an additional nuisance every time it rained. During late 2019 up to the summer of 2020 mail correctly addressed to me was returned and then retained by the subtenants, this has never been addressed, another serious issue ignored by both the Respondent and his “McKenzie Friend” whilst “Mediating”. A further demand for payment was made in June 2020 in respect of the blocked guttering. This was followed by the deeply insulting unprovoked allegation of racial abuse and further allegations by both the Respondent and his “McKenzie Friend” (who continues to attempt to email me under this guise) and the continual unfounded, untrue and derogatory allegations made against me prior to and throughout these proceedings.

- (i) A further request for payment in 2021 in respect of “essential repairs “ supported by the Respondents “McKenzie Friend” and legal advisor Mr Power, despite the fact the Mr Power as a practicing solicitor would know that this request for payment was unlawful .Mr Power was actually instructed to write to me in support of the request for payment under Section 3.4 of the Lease having refused to deal with the” McKenzie Friend” who made the initial payment request knowing that the request was unlawful and was subsequently blocked from contacting me.
- (j) During the course of these proceedings I have discovered that the Respondent refinanced number 83 in 2017, knowing that he was in breach the terms of the lease. I was never notified that the property had been refinanced and was denied the opportunity to address the breaches at the time.
- (k) I believe that I am the victim of a bullying and gaslighting campaign by the Respondent and his McKenzie Friend, both have tried to exert authority over me/the breaches repeatedly making and derogatory allegations that they are unable to substantiate, yet completely avoiding/ignoring the substantiated claims made against them both in these proceedings.”

17. In her witness statement [39] the Applicant gives details of the various allegations referred to in her statement of case

above and in support refers to the following relevant documents;

- Various text messages relating to the issues of noise, tenants use of bins, etc. from 9 July 2015 onwards.
- Photos of a broken light bulb alleged to have become dislodged due to tumble dryer vibration. [86]
- An email from Paul Lambert on 2 March 2021 referring to an attached roofing quote [141] and the Applicants reply saying that he was not to contact her.[143]
- An email dated 9 March 2021 giving 14 days notice of a proposed maintenance inspection
- Diaries of tap noise [155-158], [169-173] [179-180]
- An email dated 26 March 2021 [161] from the Applicant to the Respondent giving notice that in the absence of a resolution to a maintenance issue reported in December 2018 a plumber would attend to carry out repairs and that no repairs to the guttering would be permitted as it was “her property”
- A photograph dated 25/9/21 of an agents board amongst foliage at an unidentified location.[181]
- A photograph dated 25/9/21 of a section of first floor wall with fascia board and gutter above. [182]
- Photographs of the same date of foliage [183&184]
- Photographs dated 25/9/21 of the fascia and gutters [185-187]
- A photograph dated 25/9/21 of the front garden [188]

Respondent

18. In his witness statement [58] the Respondent states;

- a) Ms Tichbon has become impossible to deal with. She is argumentative and disruptive to my tenants and is frequently bothering them and me with unfounded issues. As a result, numerous tenants have not stayed at the property for longer than 6 months, which has caused me a lot of inconvenience and cost.
- b) I acknowledge that she reported a leak which caused damage to her flat and appeared to be coming from my flat above and have told Ms Tichbon as such. I contacted my insurance company, Halifax, to ask their advice. Halifax advised me that Ms Tichbon should contact her insurance company to make a claim against me. I told Ms Tichbon this, but she refused to do so, as she did not want to pay a premium. I told her that as

we were both with the same insurance company, they could resolve the issue internally and it would be straightforward, as I had already acknowledged the leak. I was not prepared to pay for the damage out of my own pocket, as I was advised that an insurance claim was the correct procedure.

- c) Ms Tichbon states that I have never given my insurance policy details to her, which is incorrect. I gave her the information verbally, and in an email from 18th August 2015, which I have attached [207]. I have also attached an email from a professional insurance broker, which explains the process and supports my statement [208].
- d) Regarding the alleged noise issue that Ms Tichbon raises in paragraph 3 of her statement, I also disagree with her comments. We have 2 flats in one building, and Ms Tichbon's flat is beneath mine. These flats adhered to the sound proofing legislation that was in place when they were built. Perhaps installing a thicker carpet would help, but I do not think much can be done which would vastly decrease the sound travelling. Unfortunately, living in a ground floor flat, I believe you have to accept that you may hear some noise from the flat above. I refute the accusations she has made in regard to my tenants being overly loud and antisocial. My tenants were merely going about their daily business (putting on the washing machine, walking around the flat, using the bathroom). I regret that Ms Tichbon feels she is being disturbed by tenants in the flat above, but unfortunately, I do not see how you can legislate this, unless the council have recorded the noise and deem it to be a problem.
- e) Ms Tichbon states that I was not making the tenants aware of her complaints, but this is untrue. I have asked my tenants to keep noise to a minimum and attach an email from Olly Hubbard, which explains how careful he has been to keep noise to a minimum so as not to disturb Ms Tichbon. [209].
- f) Ms Tichbon has complained frequently about a noise which she believes is caused by running the kitchen taps in my flat. I have asked a plumber to go and assess the situation on two occasions. They reported back to me that they could not find any problems with the plumbing in my flat that may be causing the noise [211].
- g) Ms Tichbon enlisted her own plumber to visit the property, and he turned down the water pressure in my flat to quieten the noise. He admits in his email to Ms

Tichbon that the noise has not disappeared and that it is mainly due to sound proofing between the flats [213].

- h) After this, Ms Tichbon accused my tenants of turning the water pressure back up, as the noise continued. My tenants did not turn the water pressure back up, so it appears the water pressure was not the cause of the issue.
- i) In reference to paragraph 10 in Ms Tichbon's statement, she claims that I have carried out no maintenance to the property. This is untrue. I have repaired the roof [photos 215-229], cleared the garden, cleared the bin store, repaired the fascia board, and cleared the guttering, amongst other things, all at my own expense.
- j) She has often complained that I have never carried out any maintenance (untrue), but she will also bar access to me and other contractors to prevent us from carrying out said maintenance.
- k) She also told me that she was not financially liable for the maintenance carried out to the building, which I know to be incorrect.
- l) I enlisted a solicitor, William Power of NRG Law, to get in touch with Ms Tichbon on 10/03/21 to inform her of her responsibilities in regard to the lease [231]. He clarified that any costs from repairs to the roof should be split 50/50 between Ms Tichbon and me. I believe this also applies to other external features e.g. fascia boards, guttering and garden. Despite my solicitor's email, Ms Tichbon has not accepted that repairs to these external elements are our joint responsibility, both to organise and to finance.
- m) I asked Paul Lambert, as a friend, to help me with the situation at 83 Emerson's Way, once I felt that my relationship with Ms Tichbon had completely broken down. Mr Lambert has a lot of experience in the property business, because he is a landlord himself. Although he is not a legal professional, he understands how leases work and has experience in conflict resolution, though not in a professional capacity. I asked Mr Lambert to reach out to Ms Tichbon to see if he could mediate between us to come to a resolution. Mr Lambert spoke to Ms Tichbon on the phone, and then via email.
- n) They had a lot of emails back and forth, all of which are included in Ms Tichbon's witness statement. Ms Tichbon listed her issues to Mr Lambert, most notable being her problems with noise, and the repairs that needed to be carried out on the property. I had told Ms

Tichbon that I would no longer reply to her messages, and that Mr Lambert would communicate with her on my behalf, but only regarding issues relating to the property.

- o) With Mr Lambert's help, I organised for a plumber and roofer to visit to investigate some of the problems Ms Tichbon had been having. This was to show good faith, and that I was willing to wipe the slate clean in order to improve our relationship. Ms Tichbon was not pleased with the outcome of the plumber's visit, and nor the quote from the roofer. I instructed a solicitor to explain the terms of the lease to her, and that external maintenance (roof, fascia boards, guttering etc.) should be split 50/50 between us. Ms Tichbon did not fully acknowledge this.
- p) Ms Tichbon soon became unhappy with Mr Lambert's involvement; I believe because he was saying things that she did not want to hear. She said that she had blocked Mr Lambert's emails and that he was harassing her, which is incorrect. Mr Lambert was never rude nor threatening to Ms Tichbon. She herself had threatened legal action against me multiple times, and Mr Lambert suggested that she proceed if she felt it was necessary. I no longer wished to communicate with Ms Tichbon, as I felt she was bombarding me with angry emails and messages. I told her that Mr Lambert would communicate with her on my behalf, but she refused to speak with him any further. Please see Mr Lambert's witness statement for more information.
- q) I am not comfortable with giving Ms Tichbon my home address. This is because she has bombarded me with emails and texts in the past, and I am concerned that she may send me letters or visit me at my home address. If Ms Tichbon would like to correspond with me via post, she can send to Paul Lambert's address, or my solicitor Will Power at NRG Law.

19. Attached to the Respondent's witness statement are;

- (a) An email dated 18 August 2015 to the Applicant providing his Insurance policy number [207] and an email dated 16 August 2021 explaining the procedure in making a claim.[208]
- (b) An email dated 25/5/21 from a tenant confirming that he had not increased the water pressure but requesting permission to do so. [210]

- (c) A job sheet dated 18/3/21 from plumbers confirming that no problem with tap noise was discovered. [211]
- (d) An email from the Applicant dated 28 May 2021 to which was attached an email from the Applicant's plumber indicating that the pressure had been turned down to reduce the noise but that the soundproofing between the flats was not very good. [213]
- (e) Undated photographs of the roof, gutters and parking area showing "before and after" conditions.
- (f) An email dated 5 March 2021 from a contractor attempting to estimate for works to the "fascia and border" saying that the Applicant had refused access.
- (g) A witness statement dated 16 August 2021 from Mr Lambert confirming that Mr Verano asked him as a friend to assist him in the situation. He had attempted to act as a mediator but eventually the Applicant stopped communicating with him.

Discussion and Determination

- 20. The only question for the Tribunal is whether any of the matters complained of by the Applicant constitute a breach of covenant contained in the lease.
- 21. Clearly both sides feel strongly about the issues raised but it is also quite apparent that neither party has fully understood their respective responsibilities under the terms of the lease, not assisted by its somewhat unusual terms and the inadequate advice provided to them.
- 22. It is for the Applicant to satisfy the Tribunal on the evidence that breaches have occurred and in making my determination I shall deal with each breach allegation identified by the Applicant as follows.

Damage caused to party wall from bathroom leak Sections 3.3 & 8

- 23. The Applicant refers to sections 3.3 and 8 in respect of keeping the property in repair and not causing annoyance. The incident referred to was a water leak from the upper to the lower flat causing damage to the decoration. Accidental leaks occur and are not evidence of a failure to keep the property in full repair as required by s.3.3. Whilst such incidents may be "annoying" that does not satisfy the definition of "annoyance" as required by s.8 and no breaches have therefore occurred.

Failure to settle sum requested in respect of bathroom leak Sections 5.5

24. The lease does not contain a covenant requiring the Respondent to meet such costs and as such there can be no breach of s.5.5. S.3.8 is in respect of maintaining insurance, not paying for insurable damage. No breaches have therefore occurred

Failure to provide insurance documents. S.3.8

25. The only evidence presented on this issue is the email of 18 August 2015 from the Respondent providing basic details of the insurance policy. There is no other evidence of documents being withheld when reasonably requested and as such I am not satisfied that there is evidence of a breach of S3.8.

Failure to conduct maintenance to structure of property (3.6) x 2

26. Before determining whether breaches have occurred it is first necessary to examine the respective obligations of the parties.
27. The more usual situation is where a management company has responsibility for maintenance of the structural and common parts the costs of which are then apportioned between the lessees. In this case however the Respondent's lease includes the whole of the first floor including roof and external walls and windows together with the ground floor entrance, the front garden and two parking spaces as shown on the lease plan (as defined in the First Schedule).
28. The Respondent's responsibility is to keep these areas in repair (S.3.3) the Applicant reimbursing 50% of the costs in respect of Structural Parts (i.e. foundations, floor slabs, roof and load bearing walls) within 28 days.(S.6.4).
29. Similarly it is the Applicant's responsibility to maintain the ground floor flat (S.6.3) the Respondent reimbursing 50% of the costs of the structural parts within 28 days of a written demand (S.3.4).
30. If either party fails to maintain the Structural Parts of the respective properties the other may enter and carry out the work the costs to be recovered as above (5.6)
31. The Respondent must also maintain at his own expense the front garden and parking spaces indicated on the plan together with the external decoration of the first floor and front door every 5 years. (3.6).
32. The Respondent must also pay a "fair proportion" of the costs of maintaining the driveway and footpath (3.5)
33. Whilst it may be prudent to do so there is no requirement for either party to consult with the other before incurring costs in fulfilling their respective repairing obligation. Each party must organise and pay for the maintenance of their respective parts and where costs are in respect of "Structural Parts" the

other party must reimburse 50% of the costs within 28 days of written demand.

34. Insofar as the allegations regarding noise from the use of a tap may be said to refer to a lack of maintenance I am not satisfied that this has been demonstrated. Two plumbers have examined the issue and that instructed by the Applicant simply reduced the pressure also referring to the soundproofing not being good. I am not therefore satisfied that the water supply is in disrepair requiring action by the Respondent.
35. The Respondent's obligation under the lease is to keep the property in repair. That does not extend to improving sound insulation or any other standards that existed when constructed. Whilst sound transfer from whatever source may be intrusive it does not mean that the Respondent is in breach of his lease by not undertaking works to ameliorate it.
36. The only persuasive evidence I have seen regarding the repair of Structural Parts are the "before and after" photographs provided by the Respondent indicating that maintenance has been carried out. I therefore determine that no breach has occurred.

Failure to decorate the exterior

37. The Applicant has stated that external decoration has not taken place every 5 years, an allegation that the Respondent has not denied. The photographs exhibited support this allegation and on the evidence submitted **I determine that a breach of clause 3.6 has taken place.**

Failure to cultivate front garden

38. From the photograph at page 188 and the lack of a denial I am satisfied that the demised front garden has not been cultivated "as a garden in accordance with the rules of good horticulture and husbandry. **I therefore determine that Clause 10 of the Fourth Schedule has been breached.**

Subletting the property without informing Freeholder 2015 – present S.s 3.9 & 3.10

39. Section 3.9 requires the Respondent to give notice of every assignment assent transfer underlease or mortgage. This requirement does not extend to the sub-lettings that have taken place and no breach has therefore occurred.
40. The clause does include the creation of a mortgage and whilst the Applicant refers to having discovered that the Respondent refinanced the property in 2017 no evidence has been provided as to whether this was by way of mortgage and as such I do not find that a breach has occurred.

41. Section 3.10 refers to the expiry of "The Term" this means at the end of 999 years from 1st June 1997. No breach has occurred.

Actions by both Leaseholder and his tenants caused deliberate nuisance

42. The issues referred to involve noise travelling down from the first floor flat both from the use of a tap and general moving around and the use of kitchen machinery. The lack of adequate sound insulation is a matter common to many flats and has the ability to cause friction between the respective occupants. Not all people live their lives during the same hours and inevitably will operate machines or move around at times that others might consider unreasonable. In recognition of the disturbance that could be occasioned some leases contain a clause restricting certain activities between permitted hours. This lease does not and I do not consider the disturbance no doubt suffered by the Applicant falls within the definition of disturbance nuisance or annoyance as referred to in S.8. No breach has therefore occurred.

Failure to permit Freeholder access to property to conduct maintenance inspections (3.7)

43. S.3.7 requires the Respondent to permit access twice a year at reasonable times to examine the condition of the property and then serve a notice specifying any repairs required. I am not satisfied on the evidence that inspections duly arranged for that purpose have been refused and cannot therefore determine that a breach has occurred.

Unreasonable and bullying behaviour by Leaseholder and his "Advisor"

44. Such behaviour, whether or not it has occurred is not the subject of a covenant under the lease.

Failure to deal with any issues a maintenance/noise issue reported in December 2018 remains ignored

45. See paragraph 43 above.

Arranged for erection of Scaffolding and instructed a Building Contractor without the Freeholders knowledge or agreement but demanded payment and threatened legal action to recover the "alleged amount owing"

46. As referred to in paragraph 28 above the Respondent is not required under the lease to obtain the Applicant's agreement to carry out his obligations under the lease. The Applicant is however required to pay 50% of the costs of the works where they fall within the definition of "Structural Parts" when presented with a written demand which if not paid within 28

days renders the recipient open to legal action. No breach has occurred.

Summary

47. The tribunal determines that the Respondent has breached two clauses in his lease:
- Clause 3.6 by failing to decorate the exterior in every fifth year as required.
 - Clause 10 of the Fourth Schedule by failing to maintain the front garden area included within his lease to the standard required by that clause.
 - None of the remaining alleged breaches have been found.

D Banfield FRICS

14 October 2021

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking

Appendix of relevant legislation

Commonhold and Leasehold Reform Act 2002

S.168 No forfeiture notice before determination of breach

(1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c. 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.

(2) This subsection is satisfied if—

(a) it has been finally determined on an application under subsection (4) that the breach has occurred,

(b) the tenant has admitted the breach, or

(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.

(3) But a notice may not be served by virtue of subsection (2) (a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(4) A landlord under a long lease of a dwelling may make an application to a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which—

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.