FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AZ/LBC/2022/0041.**
HMCTS code (paper, video, audio)	**:**	**In person hearing**
Property	**:**	**398A High Street, Lewisham, London, SE13 6LJ**
Applicant	**:**	**Ms. Ferzan Ibrahim**
Representative	**:**	**Mr. Hines of Counsel**
Respondent	**:**	**Mrs. Temitope Yetunde Ojo** **Mr. Olufemi Adebajo**
Representative	**:**	**None in attendance**
Type of application	**:**	**Application for an order that a breach of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002**
Tribunal members	**:**	**Judge Sarah McKeown** **Mr Duncan Jagger MRICS**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**6 November 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a face-to-face hearing. The documents that the Tribunal was referred to were contained in a bundle comprising 116 pages prepared by the Applicant. It was noted by the Tribunal, at the start of the hearing, that some of the correspondence in the bundle (p.105-110, p113-114) was marked "without prejudice" and that, upon noting this, the Tribunal had not read it. The Tribunal were not referred to those pages in the course of the hearing and so paid no regard to them. The Tribunal also had a witness statement of Mr. Ojo comprising 2 pages prepared on behalf of the Respondents.

The order made is described below.

Decisions of the Tribunal

(1) The Tribunal determines that there has been a breach of clause 2(15) and clause 3(c) (by reason of breach of para. 3 and para. 4 of the First Schedule) of the lease pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002.

(2) The reasons for the decision are set out below.

The background to the application

1. The Applicant seeks an order that a breach of covenant or a condition in the lease has occurred pursuant to Section 168(4) of the Commonhold and Leasehold Reform Act 2002. The application concerns alleged breaches at **398A High Street, Lewisham, London, SE13 6LJ**.

2. Section 168 of the Commonhold and Leasehold Reform Act 2002 provides as follows with sub-section (4) shown in bold:

> *(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.

3. The Applicant is the freehold proprietor of 398 High Street, Lewisham.

4. The Respondents are the registered proprietors of the leasehold property at 398a High Street, Lewisham, London, SE13 6LJ ("the Property"). They acquired their leasehold interest on 3rd April 2014. The lease is for a term of 99 years from 31st August 2001.

5. The premises which are the subject of this application is a flat on the first and second floors of 398 High Street, Lewisham, which has three floors above commercial premises.

The hearing

6. The Applicant was represented by Mr. Hines of Counsel. Ms. Ibrahim, the Applicant, attended and gave evidence. The Respondents did not attend and were not represented. The hearing was due to start at 10:00am but the Tribunal did not call the hearing on until 10:30am to allow more time for the Respondents or their representative to attend. They did not, and no message was received from them. It is noted that the Case Officer wrote to the Respondents on 31 October 2022 stating, among other things, that:

(a) In the directions of 7 July 2022, Judge Nichol had directed that if Mr. Ojo was to continue to represent

the Respondents, he must obtain their written consent, that no such written consent had been received by the Tribunal and that it must be provided by 3 November 2022;

(b) That it appeared from Mr. Ojo's statement that a breach of the terms of the leases may be admitted, that the application would proceed to a determination on 7 November 2022;

(c) Both the First and the Second Respondent should attend the hearing on 7 November 2022.

7. Seemingly in response to that letter, the First Respondent wrote to an undated letter to the Tribunal, stating that she authorised Mr. Ojo (her husband) to represent her and act on her behalf in this matter and the Second Respondent wrote a letter dated 31 October 2022 to the Tribunal, stating that Mr. Ojo had been given consent to act on his behalf in this matter. Despite the contents of these letters, Mr. Ojo did not attend the hearing.

8. The Tribunal did have, and has read and taken into account, the witness statement of Mr. Ojo.

The issue

9. The only issue for the Tribunal to decide is whether or not a breach or breaches of covenant or a condition in the lease has occurred pursuant to S. 168(4) of the Commonhold and Leasehold Reform Act 2002. At the CMH on 7 July 2022, it was confirmed that the Applicant asserted the following breaches of covenants in the lease:

(a) Failed to pay rent since 2016;

(b) Failed to pay their contribution to the insurance premium under clauses 2(7) and 4(e) of the lease at any time since their purchase of the lease;

(c) Sub-let the premises in breach of clause 2(15);

(d) Made alterations in breach of paragraph 3 of the First Schedule; and

(e) Used the premises as a house in multiple occupation in breach of the obligation in paragraph 4 of the First Schedule to use the premises as a single private dwelling-house.

10. At that hearing, the Tribunal confirmed that it had no jurisdiction under s.168(4) of the Act to determine issues of non-payment of rent or insurance, so the application was limited to the issues in sub-paragraphs (c)-(e) above.

Terms of the lease

11. Clause 2(15) of the lease provides that the Lessee covenanted with the Lessor:

"Not at any time to assign sublet charge or part with possession of part only of the Demised Premises".

12. Clause 3 of the lease provides that the Lessee covenanted with the Lessor as follows:

"The Lessee hereby covenants with the Lessor and with and for the benefit of the owner or lessee from time to time of the lower shop that the Lessee will at all times hereafter:

...

(c) observe the restrictive and other covenants and stipulations set out in the First Schedule hereto".

13. The First Schedule states, among other things, at para. 3:

"Not to make any alteration in or addition to the height sides front back roof walls timber or elevation of the demised premises".

14. It also states, at para. 4:

"Not to use the Demised Premises or permit the same to be used for any purpose whatsoever other than as a single private dwellinghouse".

Chronology

15. The Respondents acquired the lease on 3rd April 2014 by way of an auction sale.

16. In 2014, planning applications were made by a Mr. Kola Oluayo to Lewisham Borough Council, and on 8th October 2014, planning permission was granted for a loft conversion, with rear dormers and two additional bedrooms,

17. In 2016, the grandson of the applicant arranged for surveyors to inspect the premises and Mr. Stephen Laurie produced a report dated 29th September 2016. Mr. Laurie inspected the premises on 28 September 2016 and found that the premises had been converted into a six room house in multiple occupation and, at para. 6.22, he states that Mr. Ojo confirmed to him on site that it had been registered as such.

18. At para. 6.4 of his report, he states that significant alterations had been carried out to the internal layout and exterior of the property as detailed in cl. 6.5 to 6.9 of his report:

(a) 6.5: The original position of the entrance door to 398a had been shifted westwards and a passageway created internally by erecting a new partition to the kitchen, which leads to the rear landings and staircase;

(b) 6.6: The original staircase landings had been enlarged to allow doors to be provided into the new shower room/WC's which had been created at first and second floor levels;

(c) 6.7: The northern elevation of the two storey back addition had been altered by the repositioning of the entrance door. A new window had been installed to the east of this;

(d) 6.8: The original small window provided towards the southern end of the eastern elevation of the back addition at first floor level had been removed, and the opening infilled with brickwork. A new window had been constructed to the north of this with a new concrete lintel over but beneath the level of the original brick arch which had been retained;

(e) 6.9: There had been significant alterations to the services installation in connect with these works.

19. The directions of 7 July 2022 state that if either party wished to rely on expert evidence, they must apply to the Tribunal for permission to do so. The Tribunal Rules state (r.19(2)) that no party may adduce expert evidence without the permission of the Tribunal. The Applicant accepts that this report is not an expert report and that it cannot be relied on as such. The Applicant submits that it can be relied on for its factual findings.

The determination

20. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal

summarises the arguments and makes determinations on the various issues as follows:

Have the Respondents sublet, charged or parted with possession of part only of the Demised Premises?

The Applicant's arguments

21. The Applicant says that it is clear that the Respondents have parted with possession of part of the Property to six different sub-lessees. She relies on the evidence in the report of Mr. Laurie, which states at para. 6.2 that the Property had been converted to a six room HMO unit and that Mr. Ojo had confirmed to Mr. Laurie, on site, that it had been registered as such. She also relies on the auction particulars from Andrews and Roberts dated 7 June 2018 (p.99) which state, among other things, that the Property is a "long leasehold first/second floor self-contained split level maisonette arranged as six letting rooms registered as a House in Multiple Occupation". The particulars also set out the various rooms in the Property, five of which were let on tenancies, and two were vacant.

The Respondent's arguments

22. At no time in these proceedings has either Respondent challenged the alleged subletting or parting with possession. The witness statement of Mr. Ojo states, at para. 3, that he informed Ms. Ibrahim of his intention to convert the Property in a HMO. He refers, at para. 5 to renovating the Property "before it was let out to any tenant". He also refers (para. 6) to a payment which he says was requested by the Applicant "as a compensation for the breach of certain clauses in the lease relating to the work done and single dwelling occupation". That will be dealt with later on in this decision, but it is noted that the alleged breach does not appear to be disputed. Indeed, the witness statement of Mr. Ojo states that "We" (presumably Mr. Ojo and the Respondents) are prepared to compensate the Applicant for "the breach which she ratified albeit, verbally since 2014".

The Tribunal's decision

23. The Tribunal determines that there has been a breach of clause 2(15) of the lease.

Reasons for the Tribunal's decision

24. The Respondents do not appear to dispute that there has been a breach of clause 2(15) but in any event, having regard para. 6.2 of the report of Mr. Laurie, the contents of the auction particulars and the content of Mr. Ojo's witness statement, the Tribunal finds that there has been a breach of cl. 2(15) of the lease as the Respondents have sublet and parted with possession of part of the Property.

25. The issues raised in Mr. Ojo's witness statement alleging "compensation" for the breaches and variation or "amendment" of the lease are dealt with below.

Have the Respondents made any alterations in or addition to the height sides front back roof walls timber or elevation of the demised premises?

The Applicant's arguments

26. The Applicant contends that para. 3 of the First Schedule of the lease should be construed as prohibiting alterations in the Property and also prohibiting alterations to the height sides front back roof walls timber or elevation of the Property.

27. She contends, on this construction, that the following works have been carried out to the Property in breach of this clause:

(a) The conversion to a six room HMO unit as detailed at para. 6.2 of Mr. Laurie's report;
(b) The creation of a passageway as detailed in para. 6.5 of Mr. Laurie's report;
(c) The enlargement of the staircase and the creation of the new shower room/wcs as detailed in para. 6.6 of Mr. Laurie's report;
(d) The removal of the window and the filling of the opening, and the construction of the new window as detailed in para. 6.8 of Mr. Laurie's report;
(e) The alterations to the services installation as detailed in para. 6.9 of Mr. Laurie's report.

28. If, however, the clause is to be construed as a prohibition on any external alterations to the height sides front back roof

walls timber or elevation of the Property, the Applicant contends that the following works have been carried out to the Property in breach of the clause:

(a) The movement of the entrance door as detailed in para. 6.5 of Mr. Laurie's report;
(b) The alteration to the northern elevation of the back addition and the installation of a new window as detailed in para. 6.7 of Mr. Laurie's report;
(c) The removal of the window and the filling of the opening, and the construction of the new window as detailed in para. 6.8 of Mr. Laurie's report;

29. The Applicant relies on the contents of Mr. Laurie's report, the contents of the Applicant's witness statement, which details the application for planning permission, the fact that the auction particulars refer to "the loft conversion" being "50% complete". She also relies on her oral evidence, that she did visit the premises on one occasion, in or after 2016. She says that she was told that the rooms were locked but she did see couple of the rooms, the bathroom had been knocked down, there were another two shower rooms in the bedrooms, the front door had been knocked down and moved, and the balcony had been extended.

The Respondent's arguments

30. At no time in these proceedings has either Respondent challenged the alleged alterations, nor is it contended that any works carried out were not in breach of cl 3(c) and/or para. 3 of the First Schedule of the lease. The witness statement of Mr. Ojo states, at para. 3, that he informed Ms. Ibrahim of his intention to convert the property in a HMO. He refers, at para. 5 to renovating the property "before it was let out to any tenant". He also refers (para. 6) to a payment which he says was requested by the Applicant "as a compensation for the breach of certain clauses in the lease relating to the work done and single dwelling occupation". That will be dealt with later on in this decision, but it is noted that the alleged breach does not appear to be disputed. As noted above, the witness statement of Mr. Ojo states that "We" (presumably Mr. Ojo and the Respondents) are prepared to compensate the Applicant for "the breach which she ratified albeit, verbally since 2014".

The Tribunal's decision

31. The Tribunal determines that there has been a breach of clause 3(c) and para. 3 of the First Schedule of the lease.

Reasons for the Tribunal's decision

32. The Respondents do not appear to dispute that there has been a breach of clause 3(c) and/or para. 3 of the First Schedule, but in any event, having regard to the report of Mr. Laurie, the content of the auction particulars, the written and oral evidence of the Applicant and the content of Mr. Ojo's witness statement, the Tribunal finds that there has been a breach of cl. 3(c) and para. 3 of the First Schedule of the lease as the Respondents have made alterations in or addition to the heigh sides front back roof walls timbers of elevation of the Property.

33. The Tribunal accepts the preferred construction of the lease contended for by the Applicant and finds that para. 3 of the First Schedule of the lease should be construed as prohibiting alterations in the Property and also prohibiting alterations to the height sides front back roof walls timber or elevation of the Property. The following works have been carried out in breach of cl. 3(c) and para. 3 of the First Schedule:

(a) The conversion to a six room HMO unit as detailed at para. 6.2 of Mr. Laurie's report;
(b) The creation of a passageway internally by erecting a new partition to the kitchen, which leads to the rear landings and staircase as detailed in para. 6.5 of Mr. Laurie's report;
(c) The creation of new shower room/wcs at first and second floor levels and the enlargement of the staircase to allow doors to be provided into those shower room/wcs as detailed in para. 6.6 of Mr. Laurie's report;
(d) The removal of the original small window provided towards the southern end of the eastern elevation of the back addition at first floor level and the filling of the opening with brick work and the construction of the new window to the north of this with a new concrete lintel over but beneath the level of the original brick arch which has been retained, as detailed in para. 6.8 of Mr. Laurie's report;
(e) The significant alterations to the services installation in connection with these works as detailed in para. 6.9 of Mr. Laurie's report.

34. If, however, we are wrong about that, and the clause is to be construed as a prohibition on any alterations to the height sides front back roof walls timber or elevation of the Property, we would find that the following works have been carried out to the Property in breach of the of cl. 3(c) and para. 3 of the First Schedule:

(a) The movement of the entrance door westwards as detailed in para. 6.5 of Mr. Laurie's report;

(b) The alteration to the northern elevation of the two storey back addition by the repositioning of the entrance door and the installation of a new window to the east of this as detailed in para. 6.7 of Mr. Laurie's report;

(c) The removal of the original small window provided towards the southern end of the eastern elevation of the back addition at first floor level and the filling of the opening with brick work and the construction of the new window to the north of this with a new concrete lintel over but beneath the level of the original brick arch which has been retained, as detailed in para. 6.8 of Mr. Laurie's report.

35. The issues raised in Mr. Ojo's witness statement alleging "compensation" for the breaches and "amendment" of the lease are dealt with below.

Have the Respondents used the Demised Premises or permitted them to be used other than as a single private dwellinghouse

The Applicant's arguments

36. The Applicant relies on the evidence in the report of Mr. Laurie, which states at para. 6.2 that the property had been converted to a six room HMO unit and that Mr. Ojo had confirmed to Mr. Laurie, on site, that it had been registered as such. She also relies on the auction particulars from Andrews and Roberts dated 7 June 2018 (p.99) of the bundle which state, among other things, that the property is a "long leasehold first/second floor self-contained split level maisonette arranged as six letting rooms registered as a House in Multiple Occupation". The particulars also set out the various rooms, five of which were let on tenancies, and two were vacant.

The Respondent's arguments

37. At no time in these proceedings has either Respondent challenged the allegation that the Property was used or permitted to be used other than as a single private dwellinghouse. The witness statement of Mr. Ojo states, at para. 3, that he informed Ms. Ibrahim of his

intention to convert the property in a HMO. He refers, at para. 5 to renovating the property "before it was let out to any tenant". He also refers (para. 6) to a payment which he says was requested by the Applicant "as a compensation for the breach of certain clauses in the lease relating to the work done and single dwelling occupation". That will be dealt with later on in this decision, but it is noted that the alleged breach does not appear to be disputed. As noted above, the witness statement of Mr. Ojo states that "We" (presumably Mr. Ojo and the Respondents) are prepared to compensate the Applicant for "the breach which she ratified albeit, verbally since 2014".

The Tribunal's decision

38. The Tribunal determines that there has been a breach of clause 3(c) and para. 4 of the First Schedule of the lease.

Reasons for the Tribunal's decision

39. The Respondents do not appear to be dispute that there has been a breach of clause 3(c) and para. 4 of the First Schedule but in any event, having regard para. 6.2 of the report of Mr. Laurie, the content of the auction particulars and the content of Mr. Ojo's witness statement, the Tribunal finds that there has been a breach of 3(c) and para. 4 of the First Schedule of the lease as the Respondents have used the Property or permitted it to be used other than as a single private dwellinghouse.

40. The issues raised in Mr. Ojo's witness statement alleging "compensation" for the breaches and "amendment" of the lease are dealt with below.

<u>Compensation, variation or amendment</u>

The Respondent's arguments

41. The witness statement of Mr. Ojo states that:

(a) Immediately after purchase of the Property he informed the Applicant of his intention to convert the Property into a HMO and to "do up" the Property with certain adjustments in the layout under permissive development. The Applicant gave her express consent;

(b) Shortly after the Property was renovated, the Applicant visited it, and expressed gratitude and praise;

(c) The Applicant requested the sum of £5,000 as compensation for the breach of certain clauses in the law relating to work done and single dwelling occupation;

(d) It was agreed between Mr. Ojo and the Applicant that he would pay her £5,000 "in future or any time the property" was sold;

(e) In 2015, in the course of discussions about a lease extension, the Applicant raised her "demand" from £5,000 to £12,000. Mr. Ojo could not pay this;

(f) On later occasions, the Applicant increased the amount sought, from £12,000 to £30,000;

(g) During the last sale process, the Applicant asked for £56,000 to amend the lease to "accommodate the breaches she highlighted";

(h) "We" (presumably Mr. Ojo and the Respondents) are prepared to compensate the Applicant for "the breach which she ratified albeit, verbally since 2014".

The Applicant's arguments

42. The Applicant submits that there is no mechanism built into the lease by which the Respondents may acquire the Applicant's consent in respect of the prohibitions contained in the clauses of the lease relied upon and there is no statutorily implied term. Section 19 of the Landlord and Tenant Act 1927 and s.1 Landlord and Tenant Act 1988 do not apply.

43. A lease made by way of deed can only be varied by deed, otherwise the agreement to vary would not satisfy the formality requirements of s.2 Law of Property (Miscellaneous Provisions) Act 1989 – by s.2(6) of the 1989 Act, "disposition" has the same meaning as in the Law of Property Act 1925 and s.205(1)(ii) of the Law of Property Act 1925 provides that "disposition… includes a conveyance and also a device…". A restrictive covenant (such as those contained in the lease) is an interest in land (s.1(3) Law of Property Act 1925). The combined effect of s.53(1)(a) and

s.53(1)(c) of the Law of Property Act 1925 is that any interest in land, include equitable interests, cannot be disposed of unless in writing.

44. In the absence of a "concluded agreement" as to the terms on which consent would be granted (including as to "compensation" which Mr. Ojo's statement appears to accept was a prerequisite for consent), Mr. Ojo's account is nothing more than the Applicant being on notice that the Respondents would breach, and the Applicant not stopping them.

45. The documents created around the time of the alleged consent do not mention that consent had already been given.

46. In her evidence, the Applicant said that she was in Spain from 2014-2016 after suffering an accident. She was not sure when she returned, but it appeared that it could not have been earlier than about mid-2016. She said that did meet Mr. Ojo after her return. He telephoned her and said he was the new tenant, he wanted to meet, which they did, but he never mentioned works to the Property or sub-letting. He never told her of any "plans" for the Property. She had only visited the Property once, which is the visit detailed herein. During that visit, she did not express gratitude. He offered her £5,000 and she refused. She had never demanded a sum from him.

The Tribunal's decision

47. The Tribunal determines that there has been no "agreement" that the Applicant would not pursue the breaches of the lease, no amendment or variation of the lease and that there is no other bar or impediment precluding the Applicant from relying on and pursuing action in respect of the breaches of the lease.

Reasons for the Tribunal's decision

48. For there to be a valid variation of the lease, any such variation would have to be by way of deed, and there is no evidence that such a deed was executed, indeed, it is not contended by the Respondents that there was a deed of variation. The letter of 13 April 2017 (p.104) confirms that, as at that time, no Deed of Variation had been entered into. The letter of 4 August 2017 (p.105) on behalf of the Applicant, states that no concluded agreement had been reached, and sets out the Applicant's entitlement to forfeit the lease. The letter of 11 October 2017 (p.111) also confirms that, at that time, no Deed of Variation had been entered into.

49. The Tribunal accepts the Applicant's evidence. Where it is in conflict with the evidence contained in Mr. Ojo's witness statement, we prefer her evidence. She attended the Tribunal, confirmed her witness statement and was available for cross-examination. Mr. Ojo's witness statement contains no assertion as its truth and he did not attend the Tribunal to confirm it, nor to be cross-examined.

50. The Tribunal does not accept that the Applicant gave her "consent" to the conversion of the Property into a HMO and to "adjustments" to the premises. The Tribunal accepts the Applicant's evidence she did not, and the assertion that she did is inconsistent with the documents seen by the Tribunal, including an email dated 28 April 2015 (p. 54) in which the Applicant wrote an email to a Mr. Scott, stating that she was "thinking about taking" Mr. Ojo "to court for not asking my permission".

51. The Tribunal does not accept that the Applicant expressed gratitude and praise during her visit to the premises, but even if she had, nothing asserted by the Respondents in respect of this visit would preclude the Applicant from bringing this application.

52. The Tribunal does not accept that it was agreed between Mr. Ojo and the Applicant that he would pay her £5,000 "in future or any time the property" was sold. Leaving aside the issue of Mr. Ojo's status in the course of all these alleged dealings (and proceeding for the current purposes on the basis that he was authorised to act on behalf of the Respondents – certainly the Applicant accepts that she dealt with him), there is no evidence of any agreement by the Applicant to the payment of £5,000, no as to the basis the alleged payment would be made, and the proposed payment date was vague, at best. If there was a concluded agreement, there is no explanation as to why the Respondents later offered to pay £12,000.

53. The letter of 18 May 2015 (p.1120 confirms an "offer" on behalf of the Respondents to pay £12,000 to obtain the Applicant's retrospective consent to the "unauthorised" works carried out, but that the Applicant had been informed that the Respondents were no longer prepared to make that payment. There is no evidence of any agreement by the Applicant to the payment of £12,000 and no evidence of any concluded agreement. Indeed, Mr. Ojo's evidence is that he could not pay this.

54. The Tribunal does not accept that the Applicant later demanded higher and higher sums, but, in any event, it is not suggested that the Respondents agreed to any payment. On 12 June 2021, Mr. Craneburgh, acting on behalf of the Respondents, sent an email referring to "compensation for the unauthorised works…" of £10,000. At this time, therefore, it does not appear that there was any concluded agreement and the offer of £10,000 was not accepted.

Name: Judge S McKeown **Date:** 7 November 2022

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).