FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AY/LSC/2019/0305**
County Court Ref:		**E23YM748**
HMCTS code (paper, video, audio)	**:**	**V: CVPREMOTE**
Property	**:**	**Flat 31 Cameford Court, New Park Road, London, SW2 4LH**
Applicant	**:**	**Brickfield Properties Limited**
Representative	**:**	**Martin Young (Counsel)**
Respondent	**:**	**Oluseyi Adefisan**
Representative	**:**	**Kwabena Owusu (Counsel)**
Type of application	**:**	**For the determination of the liability to pay service charges under section 27A of the Landlord and Tenant Act 1985**
Tribunal members	**:**	**Judge Robert Latham** **Peter Roberts DipArch RIBA**
Date and Venue of Hearing	**:**	**25 and 26 March 2021 at 10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**6 April 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been not been objected by the parties. The form of remote hearing was V: SKYPEREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The Tribunal have had regard to the following documents:

(i) The Applicant's Bundle (837 pages), reference to which are prefixed by "A.___");

(ii) The Respondent's Bundle (226 pages), prefixed by "R.___");

(iii) A Correspondence Bundle (94 pages), prefixed by "C.___");

(iv) At the hearing, the parties also produced: (a) an update schedule of the sums claimed; (b) the pre-action letter (15.6.18); (c) additional documents relating to the 2015/6 Section 20 Consultation; and (d) a bundle of the caretaker's pay slip.

Decisions of the Tribunal

(1) The Tribunal determines that the sum of £7,078.03 is payable by the Respondent in respect of service charges for the years 2015/16 to 2018/19.

(2) The Tribunal further determines that interest of 14% is payable on the above sums from the date on which the service charges became payable.

(3) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.

(4) Having determined the matters referred to it by the County Court, this matter should now be referred back to the Croydon County Court.

The Application

1. On 23 August 2018, Brickfield Properties Limited ("Brickfield"), the Applicant, issued proceedings in the County Court (at R.5) claiming arrears of service and administration charges in the sum of £8,331.93 which had accrued between 24 June 2015 and 13 July 2018 in respect of Flat 31 Cameford Court, New Park Road, London, SW2 4LH ("the Flat"). Interest is claimed on the arrears pursuant to the terms of the lease at the rate of 14%. The proceedings were stated to be in

contemplation of forfeiture. On 15 June 2018, the Applicant had sent a pre-action letter to which the Respondent had failed to respond.

2. On 19 September 2018, Mr Oluseyi Adefisan, the Respondent, who was acting in person, filed a document described as a "Partial Defense, Counterclaim and Witness Statement" (at A.15-18).

3. On 9 April 2019, DDJ Waschkuhn, sitting at in the County Court at Croydon, directed that the following matters be transferred to this tribunal, namely (at C.4):

(i) The reasonableness of the service charges under S.19 of the Landlord & Tenant Act 1985 ("the 1985 Act"), including in particular:

(a) the reasonableness of the decision to employ a caretaker;

(b) the alleged lack of information as to how service charges have been incurred; and

(c) lack of proper consultation;

(ii) The reasonableness of administration charges under S.158 and Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act"), including;

(a) whether sums due by way of contractual interest are administration charges for the purposes of this Act;

(b) if so, whether such interest was chargeable after December 2008; and

(c) if so, whether the contractual interest charged is reasonable.

The County Court retained both the Counterclaim and those parts of the Defence which had not been transferred to the tribunal. The Judge gave Directions for the determination of these issues.

4. On 6 August 2019, the tribunal received the papers from the County Court and convened a Case Management Hearing which was held on 17 September. The Applicant was represented by Mr Wright (Counsel) and the Respondent by Mr Ogunbiyi (Counsel) who was instructed under the direct access scheme. Mr Wright provided the tribunal with draft directions, albeit that it was apparent that there was little clarity as to the service charges and variable administration charges which were in dispute. The Respondent sought more time to formulate his defence. The Procedural Judge recorded that the claim for ground rent was not within the jurisdiction of this tribunal and that the counterclaim had been reserved to the County Court. She restricted the parties to one witness of fact, but permitted them to call two expert witnesses, namely

an accountant and a surveyor. The Directions are at R.122. The case was set down for a hearing on 2 April 2020.

5. Pursuant to the Directions, on 29 October 2019, the Respondent filed "Points of Claim" (at A.38-9). This document is commendably short, but provided few particulars of the service charges and administration charges which he disputed. He argued that no sums were payable as the Applicant had failed to comply with sections 3 and 3A of the Landlord and Tenant Act 1985 (the 1985 Act"). The had been no consultation on the employment of the caretaker or on unspecified "S.20 works". He disputed a number of unspecified items of expenditure. He also disputed that the contractual interest claimed and submitted that he was not liable to pay any administration charge after December 2008 "because the consent to assign was withheld and has still not been officially granted".

6. On 5 December 2019, a Procedural Judge reviewed the file and concluded that the Respondent had not adequately pleaded his case. In particular, he was directed to set out the service and administration charges which he disputed and the full reasons for his objections.

7. At this stage, in the words of Mr Young, "a fog started to be blown over the proceedings". On 6 January 2020, the Respondent filed "Further and Better Particulars" of his Case (at A.51-105). It raises a catalogue of complaints dating back to 2006 and challenges to service charges which form no part of the Applicant's claim. A number of historic documents are attached. On 25 February, the Respondent responded to these allegations (at p.106-123). The Applicant replied to this response (at A.124-150). This largely relates to historic matters prior to May 2015.

8. The hearing fixed for 2 April 2020 was adjourned due to Covid-19. On 7 July 2020 (at A.153), a Procedural Judge stayed the application pending an appeal in the County Court. On 25 November, a Procedural Judge amended the Directions of 17 September 2019 and set the matter down for a face-to face hearing on 25 and 26 March 2021. Pursuant to these Directions (at A.153):

   (i) The Applicant has filed an expert report from Mr Clive Morley, a Surveyor, dated 25 January 2021 (at A.687-742).

   (ii) The Respondent has filed an expert report from Mr James Coker, an Accountant, dated 21 February 2021 (at A.743-764).

9. Meanwhile, on 29 December 2020, DJ Keating sitting at in the County Court at Croydon, heard a number of applications. He dismissed an application by the Respondent to strike out the Claim. He acceded to the Applicants application to strike out significant parts of the Defence and Counterclaim. He ordered the Respondent to pay costs of

£5,227.20. The Respondent has appealed against this decision and the appeal is now before the County Court at Central London.

10. DJ Keating granted the Applicant permission to amend its claim to include reference to fresh notices under sections 47 and 48 of the 1987 Act. On 30 December 2020, the Applicant served these notices (at A.11-12) and relies on these in the current proceedings.

11. On 17 March 2021, the tribunal notified the parties that it would be holding a virtual hearing. In the days before the hearing, the parties filed the various bundles of documents upon which they seek to rely which exceed 1,200 pages in respect of a claim for arrears of service charges in the sum of £7,078.03. Albeit that this is a "no costs" jurisdiction, the Applicant has served a Schedule of Costs claiming £22,558.

The Hearing

12. Mr Martin Young (Counsel) appeared for the Applicant instructed by GSC Solicitors. The freeholder is Daejan Properties Limited ("Daejan"). On 16 November 2010, Daejan granted a 999 lease of 9-72 Cameford Court to the Applicant (at 2.638-47). The block has been managed by Highcorn Co Limited ("Highcorn"). All form part of the Freshwater Group of Companies. Mr Young provided a Skeleton Argument.

13. Mr Young adduced evidence from:

(i) Ms Anthea Hayward, a residential property manager of Freshwater Property Management. Her statement (6.3.20) is at A.158-173. She largely relies upon the extensive correspondence and documentation in the tenancy file.

(ii) Mr Clive Morley, FRICS, an independent expert who was instructed to visit Cameford Court and report on the need for cyclical repairs to the interior of the building in 2006 and 2017; the need for external repairs in 2010 and 2015; and the standard of the work which had been executed. His report is at A.697-742. On 21 January 2021, he inspected Cameford Court and took a number of photographs (at A.707-742). He described Cameford Court as being in "very good condition" and assessment with which Mr Adefisan was compelled to agree. Mr Morley suggested that this reflected the advantages of having a resident caretaker who is responsible for both cleaning and gardening.

(iii) Mr Young also relied on a witness statement of Ms Patricia Brown (6.3.20), the manager of Freshwater Group Legal Services Limited (at A158-73). She addresses the circumstances in which the lease of the flat was assigned to the Applicant on 17 March 2006. She states that no executed counterpart of the licence to assign had been returned to her.

There was a three year delay before this was returned by Mr Adefisan's solicitor. During this period, Daejan continued to bill the former tenants for the service charges. However, this was resolved in 2009 and has no relevance to the issues which this tribunal is required to determine.

14. Mr Kwabena Owusu (Counsel) appeared for the Respondent. He was instructed late in the day under the direct access scheme. He adduced evidence from:

(i) Mr Adefisan whose statements are at A.444-607 (18.1.21) and R2-3 (23.2.21). Mr Adefisan is a Surveyor. He does not live at the flat. For a significant period, he sub-let the flat to Lambeth to accommodate homeless families. He subsequently let it directly to tenants. Currently, the Flat is occupied by his relatives. He intends that the Flat should be occupied by his son who is an accountant. We did not find Mr Adefisan to be a satisfactory witness. His answers tended to cloud, rather than clarify, the substance of his defence. He accused Ms Hayward of lying, but was unable to substantiate his accusations. He explanation for not paying any service charges over the past six years was his historic dispute with his landlord. Mr Owusu stated that the Respondent refused to recognise Mr Adefisan as their tenant. However, there was no evidence to support this contention. Mr Young subjected Mr Adefisan to sustained cross-examination, taking him through the various iterations of his case, highlighting the range of issues which arose prior to 2015 and which were irrelevant to the issues which we were required to determine.

(ii) Mr James Coker, MBA FCCA, an accountant, who was instructed to review all the statements of accounts from 2005 to 2018; to request supporting documentation in respect of items of expenditure included in these accounts; and to analyse the "arithmetic configuration" of the sum claimed by the Applicant. His report is at A.697-742. He is not strictly an independent expert as he has an ongoing professional relationship with Mr Adefisan. We found his evidence of little assistance. It largely focused on a sum of £6,496.60 which the Applicant's mortgagee, Northern Rock, had paid to Daejan in 2008 to discharge arrears of service charges. This has no relevance to the matters which we are required to determine. He also addressed the remuneration received by the caretaker, including the provision of free accommodation. He considered it to be within his remit to consider whether the appropriate forms P60 and P11D had been provided to HMRC, as a result of which the Applicant felt obliged to provide a number of pay slips. This provided no assistance in enabling the Tribunal to determine whether the sums charged to the service charge accounts in respect of the caretaker service were reasonable.

15. We are grateful to the assistance that Mr Owusu provided in seeking to identify the substance of Mr Adefisan's defence. One example was the

Applicant's wide-ranging assertion that there had been a "lack of proper consultation". There was only one item of major works upon which the statutory Section 20 consultation was required, namely a programme of internal repairs and decorations which had been executed in 2017 and in respect of which the Respondent had been required to pay £1,307.84 on 17 August 2016 (at A.369). Mr Adefisan's initial complaint was that there had been no consultation. This position was untenable in the face of (i) The Notice of intention (at A.267) and (ii) the Notice of Estimates (at A.270). Any suggestion that he might not have been served with these was answered by the fact that he had responded to the Notice of Estimates inquiring when internal repairs had last been executed and whether there would be a condition survey (see A.274). His further suggestion that the works had not been executed was answered by the paperwork in respect of the payments to the contractors (at A.814). He could not challenge the quality of the works, given his acceptance that in January 2021, some four years after the works had been executed, Cameford Court was in "very good condition". In his closing submissions, Mr Owusu conceded that the Respondent's challenge to this item was hopeless.

Preliminary Rulings

16. At the beginning of the hearing, the Tribunal made a number of rulings to restrict the scope of the issues which would need to be determined. First, we ruled that our jurisdiction was restricted to the issues which had been referred to us by the County Court. Thus, we were only concerned with the payability and reasonableness of the service charges and variable administration charges which had been demanded and became payable between 24 June 2015 and 24 June 2018. The County Court had retained any counterclaim. Thus, any service charge issues arsing before 24 June 2015 were outside our jurisdiction.

17. The Applicant produced a schedule of sums claimed excluding the claims of ground rent and legal costs which fall outside our jurisdiction. This now totals £7,078.03. The schedule also lists the 20 demands for payment which were made between 18 May 2015 (at A.337) and 24 May 2018 (at A.417) for sums which became payable between 24 June 2015 and 24 June 2018. Mr Adefisan denied that he had received any of these demands.

18. Mr Adefisan complained that there had been a lack of consultation about the appointment of a residential caretaker. We ruled that a contract of employment is not a qualifying long-term agreement for the purposes of section 20 of the 1985 Act. This is expressly excluded by Regulation 3(a) of the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987).

19. We expressed our view that the default rate of interest of 14% which is specified in the lease is unduly high having regard to current rates of

interest. Mr Young agreed that the County Court would normally award interest at a rate of between 2 and 4% on a judgement debt. However, having regard to Schedule 11 of the 2002 Act, we were satisfied:

(i) The interest is an administration charge, namely "an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable directly or indirectly … (c) in respect of a failure by the tenant to make a payment by the due date to the landlord" (Paragraph 1);

(ii) The tribunal has jurisdiction to determine whether such an administration charge is payable (Paragraph 5(1));

(iii) This is not a "variable service charge" as the rate is specified in the lease. The tribunal therefore has no jurisdiction to determine whether the administration charge is reasonable (Paragraph 2).

20. We noted that the tribunal has jurisdiction to vary the lease on the grounds that the administration charge specified in the lease is unreasonable (Paragraph 3). A separate application would be required if such a variation is sought. Given that any such variation would affect all the tenants, they would have been afforded the opportunity to apply as parties to the application. It was agreed that no such application had been made. This should not have taken Mr Adefisan by surprise as he has set out the terms Schedule 11 at [71] of his witness statement (at A.463).

21. We had hoped that these rulings would have shorten the hearing. However, the full two days were required.

The Lease

22. The Respondent occupies the Flat pursuant to a lease, dated 16 November 1984 which was granted by Daejan for a term of 99 years (at A.608-632). This is a two bedroom flat. Mr Young referred us to the following clauses:

(i) Clause 2(2)(a): The lessee's contribution towards the service charge, based on rateable values, is 1.25%.

(ii) Clause 2(2)(a): The relevant services are specified at sub-paragraphs (i) to (viii) and includes the cost of employing cleaners, gardeners and porters (at (iv)).

(iii) Clause 2(2)(b)(ii): The service charge year runs to 25 March.

(iv) Clause 2(2)(b)(v): Provision to collect a reserve fund in respect of expenditure of "a periodically recurring nature".

(v) Clause 2(2)(b)(vi): Interim service charges are payable on 24 June and 25 December;

(vi) Clause 2(2): Interest of 14% is payable on service charge arrears if unpaid for28 days after the date due. If so payable, interest runs from the date on which the charge became payable;

(vii) Clause 2(7): To pay the lessors costs' charges and expenses (including legal costs) which may be incurred by the lessor in contemplation of forfeiture;

(viii) Clause 5 sets out the lessors' obligations.

The Background

23. Cameford Court is a block of 80 Flats in New Court Road, Lambeth. It was built in 1933. It is a walk-up U-shaped block of four storeys. There is a lease plan at A.606. The photographs illustrate the well maintained grassed areas (at A.707-742). Mr Morley confirmed that the block is in very good condition. There is a resident landlord.

24. At an early stage, the Tribunal asked the parties to confirm that they accepted that:

(i) On 17 March 2006, the lease was assigned to the Respondent;

(ii) On 16 November 2010, Daejan granted the Applicant a 999 year lease of 9-72 Cameford Court and thereby became the Applicant's landlord.

Both of these should have been a matter of record. It was necessary to raise them because Mr Adefisan has suggested (a) the Applicant has refused to recognise him as their tenant; and (b) he had not been notified that the Applicant had become his landlord. Both parties agreed that this was the position.

25. Three letters, all dated 1 August 2011, confirm that Mr Adefisan was fully aware of the situation:

(i) Mr Adefisan wrote to Brickfield disputing the sum of £6,140.81 which they were demanding. He denied that he had received any demand for this sum. He contended that the landlord had failed to comply with the section 20 consultation requirements. He confirmed that his address was 128 Windermere Road, SW16 5HE (at A.491).

(ii) Mr Adefisan copied this letter to Brickfield's Solicitor, GSC Solicitors (A.490)

(iii) Mr Adefisan wrote to Northern Rock, his mortgagee, enclosing a copy of the letter to his landlord. He stated that his landlord, Brickfield, were claiming £6,140.81 and that Norther Rock did not have his authority to discharge this debt (at A.493).

26. Mr Adefisan's underlying complaint is that Northern Rock wrongly discharged outstanding service charge liabilities. On 30 May 2008, Northern Rock discharged a liability of £4,551.08 to Daejan (see R.187). It seems that Northern Rock also discharged a judgment debt of £6,469.90 in 8WT10371, namely arrears of £3,445.54 and costs of £3,024.06 (see [14] at A.746). This debt was discharged in June 2008 (see A.83-87). These are no part of the current proceedings.

27. On 27 May 2014, there were arrears of £8,331.93 on the Respondent's service charge account (at R.193). These had been reduced from £12,187.30, as Brickfield accepted that he had not been consulted about a programme of external repairs and decorations which had apparently been executed in 2010. The Tribunal received no evidence as to how these arrears were discharged. It is common ground that the Respondent's service charge account had a zero balance on 23 June 2015. It is from this date, that the current claim arses.

The Tribunal's Determination

28. The Tribunal is asked to determine the payability and reasonableness of the service charges in the schedule provided by the Applicant which totals £7,078.03. Mr Adefisan argues that lawful demands have not been made for these sums.

29. The schedule lists the 20 demands for payment which were made between 18 May 2015 (at A.337) and 24 May 2018 (at A.417) for sums which became payable between 24 June 2015 and 24 June 2018. All these demands were made by Highcorn who sent them to Adefisan at 128 Windermere Road, SW16 5HE. All contained the information required by sections 47 and 48 of the 1987 Act, namely that the landlord is "Brickfield Properties Limited" whose address at which notices may be served is "Freshwater House, 158-162 Shaftesbury Avenue, London, WC2H 8HR". All were accompanied by the requisite Summary of Rights and Obligations.

30. Mr Adefisan denied that he had received any of these 20 demands. Mr Owusu suggested that direct evidence was required relating to the dispatch of each of these demands. We reject this suggestion. We are entitled to infer that such demands were sent in the normal course of the post unless there is reliable evidence to rebut this. No such evidence

was adduced. We are satisfied that all these demands were sent to Mr Adefisan. We find it impossible to accept that none of these 20 demands were received by him. The Respondent did not suggest that he faced any problems with his postal deliveries.

31. Out of an excess of caution, the Applicant amended its particulars of claim to rely on the further demand for payment which was on 30 December 2020 (at A4-14). The Tribunal accepts that these were served and would have cured any procedural defect and that the sums due would then have become payable. However, the Tribunal is satisfied that there is no need for the Applicant to rely on these notices.

32. The Respondent also seeks to rely on section 3 of the 1985 Act and suggests that the Applicant failed to inform him of the assignment which had occurred on 16 November 2010 when Daejan had granted it a leasehold interest of 999 years (see A.638-47). Section 3(4)(b) provides that "references to the assignment of the landlord's interest include any conveyance other than a mortgage or a charge". We are satisfied that the grant of this lease was an "assignment" for the purpose of this provision. This assignment occurred more than 10 years ago and the Applicant was unable to produce any written notification of this assignment. However, this has no relevance to the payability of the sums demanded. The consequences of any failure are twofold: (i) a potential criminal penalty; and (ii) the continuing liability of Daejan for any breach of covenant.

33. The sums demanded relate to the service charge years 2015/16 to 2017/18 and an interim charge for 2018/19. The service charge accounts are in the bundle: 2015/16 (A.678-681); 2016/17 (A.684-9); and 2017/18 (A.690-96). The Tribunal would normally have directed the Respondent to have provided a Schedule identifying the service charge items which are disputed. No such Schedule had been produced in this case.

34. The Respondent challenges the service charges claimed in respect of the resident caretaker. Mr Owusu accepted that the lease made provision for this service. The dispute rather related to the cost of providing this service. Mr Adefisan computes that the total cost of the service in 2017/8 was £44,155 (see [74] at A.465). The most significant elements were the caretaker's salary (£18,170) and housing (£16,558). Mr Young referred us to the decision of *Veena SA v Cheong* [2003] 1 EGLR 175 in which Peter Clarke FRICS had upheld a decision that in that case the cost of employing a full-time porter and a part-time cleaner had been unreasonable.

35. There are 80 flats at Cameford Court. The annual cost of the service is £552 per flat. The caretaker's job description is at A.183-5. The service extends to cleaning the common parts, gardening, providing a point of contact with the tenants and being available to deal with emergency

situations. The caretaker is required to attend the block between 08.00 and 17.00 on Mondays to Friday with a one-hour lunch break, and 08.00 to 12.00 on Saturdays. The Respondent complained that free accommodation was provided. However, accommodation was part of the remuneration package. Further, there are distinct advantages in having a resident caretaker. This is reflected by the very good condition in which the block has been maintained.

36. Mr Young highlighted the difference in interests between the resident leaseholders whose primary concern would be the quality of their living environment and an investment landlord, such as the Respondent, whose primary interest would be to maximise his rental income and minimise his outgoings. No evidence has been adduced that the resident leaseholders consider the cost of the caretaking service to be unreasonable. The Tribunal is satisfied that the cost of providing this service has been reasonable.

37. The Tribunal has already dealt with the Respondent's challenge to sum of £1,307.84 charged on 17 August 2016 in respect of internal repairs and decorations (see [15] above). Mr Owusu accepted that this challenge was hopeless. Mr Adefisan has complained about the costs charge in respect of the car park. However, we were told that these costs are not charged to the service charge account.

38. There are no other service charge items which Mr Owusu raised on behalf of the Respondent. However, we have reviewed all the service charge accounts and the sums charged seem to be payable pursuant to the terms of the lease and reasonable. It is a matter of regret that Mr Adefisan did not produce a Schedule clearly identifying the service charge items that he disputed and his grounds for challenging them. Had he done so, the resources required from all parties in determining this dispute, including those of the tribunal, would have been substantially reduced.

Application under section 20C of the 1985 Act

39. The Respondent applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the tribunal determines that it would not be just and equitable in the circumstances for an order to be made. The Applicant will thus be entitled to pass on its costs incurred in connection with the proceedings before the tribunal through the service charge if the lease so permits.

The next steps

40. Mr Young indicated that the Applicant was minded to make an application for penal costs pursuant to Rule 13(1)(b) of the Tribunal

Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The Applicant should be aware of the high threshold that the Upper Tribunal has set for such applications in *Willow Court Management [*2016] UKUT 290 (LC). If the Applicant is minded to proceed with such an application, it should notify the tribunal and it will issue directions for the determination of the application. Such an application would seem to be unnecessary given the Applicant's indication that it intends to seek contractual costs against the Respondent pursuant to the terms of the lease.

41. The Tribunal will now return the file to the County Court so that it can determine the outstanding issues raised in the pleadings. This Tribunal is concerned at the extent to which costs have been incurred in these proceedings. All the parties have a duty under the overriding objectives to ensure that the proceedings are conducted in a proportionate manner and that unnecessary costs are avoided. A hearing of two days should not have been required to determine this modest claim for arrears of service charges.

Judge Robert Latham
6 April 2021

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).