FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**BIR/00CN/LRM/2021/0002**
Properties	**:**	**Westpoint and Westacre, Hermitage Road, Birmingham B15 3US**
Applicants	**:**	**Westpoint Hermitage Road RTM Limited(1)** **Westacre Hermitage Road RTM Limited (2)** **Paul Schillaci (3)** **Robin Pyne (4)** **Jacqueline Lowe (5)** **Vasileios Lykoudis (6)** **Nigel Pike (7)** **Derek Emm (8)** **Nicola More (9)**
Representative	**:**	**Mr D Stockill, Counsel, instructed by Jobsons, Solicitors**
Respondent	**:**	**Mr M Bennett**
Representative	**:**	**Mr P Roberts (by power of attorney)**
Type of application	**:**	**An application relating to Right to Manage under the Commonhold and Leasehold Reform Act 2002 (1)** **Application for determination of liability to pay and reasonableness of service charges under sections 27A and 19 of the Landlord and Tenant Act 1985 (2)**
Tribunal Members	**:**	**Judge C Goodall** **Regional Surveyor V Ward FRICS**
Date and place of hearing	**:**	**17 August 2022 at the Tribunal Hearing Venue, Centre City Tower, Birmingham**
Date	**:**	**02 September 2022**

DETERMINATION

Background

1. Westpoint and Westacre ("the Properties") are blocks of flats situate off Hermitage Road in Birmingham. Westpoint has forty-nine flats and Westacre has four.

2. By virtue of unopposed claim notices dated respectively 18 June 2021 (for Westpoint) and 21 June 2021 (for Westacre), the First and Second Applicants have each already acquired the right to manage their own blocks.

3. On 16 November 2021 the First and Second Applicants applied for a determination under section 84(3) of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") of the question of whether a building configured to provide 54 car parking spaces which adjoins the Properties ("the Garage Block") is appurtenant property for the purposes of exercising management of it under the Right to Manage provisions of the 2002 Act ("the Issue").

4. A hearing of the application was listed for 1 March 2022. It was preceded by an inspection by the Tribunal in the presence of one lessee, the managing agent, and the Applicants' solicitor. At that hearing, the Tribunal adjourned the application, and in a Notice and Directions dated 4 March 2022, gave permission for the Applicants to amend their application, required that they identify any lessees who supported the application, and made further directions for the determination of the application.

5. An amended Statement of Case was provided, seeking a determination under section 27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the liability to pay and reasonableness of service charges in relation to the Garage Block. The Applicants case was that the Garage Block fell within the statutory definition of appurtenant property within the 2002 Act.

6. The Directions for determining the amended application were complied with, and the case was heard over a full day by hybrid hearing on 17 August 2022. Seven leaseholders of flats at the Properties were added as Applicants to the application. Mr Stockill of counsel represented the Applicants. Mr R Roberts, who holds a power of attorney from the Respondent, represented the Respondent, attending by video link.

7. At the hearing on 17 August 2022, Mr Stockill intimated that the Applicants wished to argue that they had acquired rights to park in the Garage Block through the doctrine of estoppel, and he asked that the Tribunal should determine that point. As this was a new basis upon which the Applicants sought to rely, on which neither the Tribunal nor the Respondent had notice, the Applicants were not permitted to advance that argument at the hearing. They were, instead, given permission to apply to further amend their statement of case to include the point. However, by email received on the 23 August 2022, the Applicants solicitor confirmed that they did not wish to pursue the application for permission to amend.

8. Accordingly, this is the Tribunal's determination of the applications following consideration of the evidence and argument presented at the hearing on 17 August 2022.

Facts

9. A substantial bundle of documents, running to 469 pages, was provided by the parties. The bundle included witness evidence from lessees, which was not contested by the Respondent. From the bundle, and the submissions of the parties at the hearing, the Tribunal finds the following facts.

Background

10. In 1961, a head lease was granted of a parcel of land between Hermitage Road and Westfield Road in Birmingham for a term of 99 years from 25 March 1960. The land was developed at or around the time of the grant of this lease (presumably by the lessee) to provide two blocks of residential flats (the Properties) and a single storey building (the Garage Block) in which 54 car parking spaces were provided.

11. The headlease is now vested in Mr Martin Bennett, the Respondent. He acquired it, according to the official Land Registry copies of his title, on 22 January 2013.

12. As mentioned above, the two residential blocks of flats were respectively called Westpoint and Westacre. Westpoint has 49 flats over 12 storeys and Westacre has 4 flats over two storeys.

13. Ninety-nine year leases (less 3 days) have been granted of all 53 flats. More detail is given below.

14. At some point, which was not established at the hearing, Bennett Clarke & James, Surveyors and Property Managers were appointed to manage the flats. The named partner in that firm, Mr Bennett, was the Respondent's brother, but the Tribunal understands he had died before the Respondent acquired his interest. The Applicants say that Bennett Clarke & James had managed the flats "over a very lengthy period'.

15. A number of the current lessees were dissatisfied with the management, and they exercised their rights under the 2002 Act to acquire the Right to Manage ("RTM") in respect of their blocks. The RTM can only be acquired by the tenants of a separate building. Accordingly, the tenants of Westpoint and Westacre set up separate RTM companies. The applications for RTM were not opposed, and were deemed granted on 25 October 2021.

The Garage Block

16. The Garage Block is constructed of brick with two connected parts, each with its own door to that part. The two parts have bays for car parking around the sides of them. There are a total of 54 parking bays in total. The main doors to each part are electronically operated and are, or at least can be, locked, with users gaining access by use of a key fob. The central area of each part of the Garage Block is not

roofed. It appears that at one time there was a glass covering over the central area of each part, but lack of maintenance meant it became unsafe and the glass has been removed.

17. It is fair to say that the condition of the Garage Block is generally poor. There is an evident lack of maintenance and decoration.

18. Mr Payne, one of the Applicants, and a director of the Westacre RTM company and the secretary of the Westpoint RTM company, provided written confirmation that he believed thirty spaces were occupied by lessees of either Westpoint or Westacre.

The leases

19. The parties were unclear about the tenure of occupiers of the residential flats in the early years after 1960. A sale agreement of the headlease dated 13 November 1973, provided to the Tribunal in the hearing bundle, showed that the sale was subject to tenancies. The schedule of tenancies provided in the agreement listed 54 flats, of which one is the caretakers flat. Fifteen were described as "vacant". A column for the term of each letting is shown, which identifies terms as "monthly', "quarterly" 'statutory tenancy", and, for one flat, a 7 year term. Rents for the flats are shown, at sums which appear to be substantially more than a ground rent. Against a number of flats, a garage bay number is allocated. No other or better evidence of what happened in the early years after 1960 was provided. The Tribunal considers, on the basis of the 1973 sale agreement, that it is highly likely that the flats were initially let on short term tenancies at a rack rent, but probably without a premium, in these years. There is no evidence of the basis on which the garage spaces were occupied; whether by rights granted with the tenancy or by separate licence.

20. The tenure arrangements appear to have changed in around 1975 and subsequent years. Official copies of the Respondent's title dated 22 March 2021 show that from February 1975 onwards, 99 year (less 3 days) underleases were granted over the flats for a premium and a ground rent, though they were said to run from 25 March 1960. It is not clear to the Tribunal how these arrangements tie in with the information gleaned from the sale agreement referred to above. The parties could not shed light on the apparent discrepancy between the suggestion that periodic tenancies at a rack rent ran alongside long leases at a premium.

21. Four of the flats were granted a lease of a Garage space in the Garage Block within the lease as well as a lease of the individual flats, these being flats 5, 12, 18 and 27, in return for payment of an additional amount of rent for that space. The Respondent's view is that flat 27 did not originally have a garage space within its demise, but, in error, a garage space was included when the lessee of that flat obtained a statutory extension to the lease under the Leasehold Reform, Housing and Urban Development Act 1993.

22. The Tribunal was supplied with a sample copy of two underleases, one with no Garage space demised, and one with. The underleases are in fairly standard form and incorporate a service charge by which the lessee pays a contribution towards the costs incurred by the lessor for maintaining and cleaning the structure and

common parts of the flats, painting, decoration, maintenance of grounds and gardens and estate roads, insurance, rubbish management and lessor's administration costs.

23. Importantly, neither form of underlease:

    a. requires any lessee to pay any service charge for the maintenance and upkeep of the Garage Block; or

    b. grants any lessee (apart from the lessees of flats 5, 12, 18 and 27) any right to access or park in the Garage Block.

24. For completeness, we also refer to the terms of the Respondent's own head lease. It contains a relevant covenant on the part of the Respondent "to use the garages on the demised premises solely for the garaging of private motor cars belonging (so far as reasonably possible) to the occupiers of the flats on the demised premises. A separate covenant requires that in respect of any garage forming part of a block of garages on the demised premises, the Respondent must "remain responsible for the payment of the expense of maintaining repairing redecorating and renewing the entire premises …".

25. The Respondent's case is that this covenant allows him to let garage spaces to the general public if they are not required by lessees. We agree with this interpretation.

Occupation of the Garage

26. The Respondent's understanding of the arrangements for occupation of the Garage up to around 1980 is that a garage space was available to lessees of Westpoint and Westacre by separate personal licence. A copy of a licence was provided to the Tribunal. It provided a licence for the same length of the flat owners lease, but "if the said Underlease shall no longer be vested in the Licensee then immediately upon the happening of [that] event this license shall be deemed to be … determined". There was a licence fee payable of £65.00 per annum in the one copy we were shown. The Respondent believed that a number of licences had been granted to lessees at Westpoint and Westacre, but that by around 1980 they had all expired as the licensees had sold their flats.

27. There is no evidence before us to establish how many such licences were granted, nor that they had all expired in around 1980, as was claimed by the Respondent. However, there was no evidence suggesting that any such licences were now, or even recently, still in force.

28. The Applicants' case is that lessees have used car parking spaces in the Garage without challenge or request for payment for varying periods of time. This evidence was unchallenged and the Tribunal accepts it. In detail, evidence was provided by:

    a. Mr Hills (Flat 12), who is one of the four lessees to have a garage space included within his lease, has used a space for 12 years without payment until a demand for the rent for his space, in accordance with his lease,

was made for 2021 and 2022. There was no demand for any arrears prior to 2021;

b. Mr Davies (Flat 9) has used a space for approximately 40 years without challenge or payment, except that he considers maintenance of the Garage Block is recoverable through the service charge;

c. Ms Luckins (Flat 10) has owned her flat since 2009 and says that since then her visitors have always used the Garage Block for parking, sometimes overnight. She and her partner have used two spaces since 2020. Her understanding is that replacement of garage doors, wiring and lighting costs have been recovered by the Respondent through the service charge. She recalls paying something for her space when she purchased her flat in 2009 but cannot recall what or to whom this was paid. Her witness statement included documents exhibited to it, including a general consultation letter dated 30 July 2020 from the managing agent at that time claiming heavy investment in maintenance work, including replacement of garage doors;

d. Mr Barlow (Flat 18), whose lease also contains the demise of a garage space, purchased his flat in 2018. He was allocated a garage space and has used it ever since without any request for payment until a recent rent demand for the sum payable for that space in his lease, backdated to March 2021;

e. Mr Emm owns six flats in Westpoint which are tenanted. His evidence is that since 2005/06 all his tenants have used a car parking space in the Garage Block without charge. One tenant used two spaces for a period of time;

f. Ms Payne (Flats 21 & 23) purchased flat 21 in 2009 for her own use and has subsequently purchased flat 23. She has parked her own car in a space without challenge or charge, and she says her tenant can do so if he or she has a car;

g. Ms Main (Flat 37) has used a car parking space in the Garage Block without challenge or payment for over 23 years;

h. Mr Lykoudis (Flat 39) has used a space since he purchased his flat in August 2018 without challenge or charge;

i. Mr Hickman (Flat 40) has owned his flat for some 15 years and has used a parking bay in the Garage Block continuously since. He believes maintenance costs of the Garage Block have been paid through the service charge. In addition to replacement of doors, the electric opening system and lighting, he believes some work removing loose masonry and concrete has been undertaken;

j. Mr Payne has resided in flats 32 and 40 and has had use of two spaces for the past 16 or 17 years. He has never paid the Respondent any money to use these spaces;

k. Mr Schillaci (Flat 50) did not give the date of acquisition of a lease, but he did confirm that he has used a car parking space in the Garage Block without challenge or charge. He also provided additional documents. One is an email from the then managing agents dated 13 February 2019 which discusses repairs to the garage shutter doors and intimates that the managing agent was organising repairs. The second paragraph then discussed a recent consultation with leaseholders, and confirms that "the garages are to be done" as part of the works consulted upon. A further document produced by Mr Schilliaci from the managing agents to the Applicants' solicitor confirmed that a quotation for works to the doors of the Garage had been approved by the building insurers and instructions had been issued for those works to be carried out;

l. Mr Olive (Flat 52) confirmed that he had lived in his flat for over 20 years during which time he had used a garage space. He said he and the other leaseholders had paid to maintain the Garage Block.

29. The Tribunal is satisfied that this evidence establishes that around 17 car parking spaces in the Garage Block have been used by twelve lessees of Westpoint and/or Westacre without any apparent legal consent in place, and without any request for a fee, for varying times of between 4 and 40 years. Two lessees have used a garage space which they have a legal right to do under their leases, but without any demand for rent until March 2021.

30. Mr Roberts was asked by the Tribunal to explain why the lessees whose evidence we have summarised appear to have been allowed the free and unchallenged right to use a parking space. He regarded any lessees using a garage space as licensees. His view was that a charge was made for such use in the form of ad hoc contributions. He was not able to provide any detail, or evidence such charges with documents. He said the agents were not being co-operative in providing him with information. In his written case, he indicated that the managing agent had agreed, without authority, that lessees who using spaces who paid a service charge for maintenance could use a space.

31. Whatever the arrangements previously in place, Mr Roberts said that he had now terminated any licence the lessees may have to use the Garage Block. Termination had been via an email to the solicitor acting for the Applicants dated 27 October 2021. It was not clear to the Tribunal how that email operated as a valid notice to terminate, if it is the case that use of the garage spaces is legally by terminable licence, particularly in respect of any lessees who were not clients of the solicitor to whom the notice had been given.

Service charge

32. Although the lessees referred to in paragraph 13 above (apart from Mr Hills and Mr Barlow) were never requested to pay a fee for use of a garage space, it is their case that they have contributed towards the maintenance through the service charge.

33. This assertion is evidenced partly by the documents produced by Ms Luckins and Mr Schilliacci discussed above, and partly by minutes of meetings of the Westpoint Residents Association held on 16 December 2014 and 8 April 2015, and minutes of the Westpoint and Westacre Residents Association held on 19 May and 27 October 2015 and 4 May 2016.

34. All the above meetings were attended by Mr David Clarke, a representative from the managing agents at the time. All of them discussed the need to carry out works on the Garage. None of the minutes go into detail about how any expenditure on the Garage was to be funded.

35. The Applicants did not provide any service charge budgets or accounts or copies of any invoices for service charge expenditure on the Garage Block. It is clear that some expenditure was incurred on the Garage Block doors, but Mr Schilliacci's evidence indicated that work was funded through an insurance claim.

36. The Respondent's case is that the service charge funds were not used for maintenance of the Garage Block, but he accepted in his written statement that the managing agents had waived a fee for use of a garage space for those people who contributed towards maintenance costs.

37. Clearly some lessees think that the service charge has funded some work on the Garage Block. However, the evidence is inadequate to enable the Tribunal to make a finding to that effect.

Summary

38. There is no contractual basis upon which lessees have a right to use a parking space in the Garage Block, apart from the rights contained in the leases to flats 5, 12, 18, and 27 in Westpoint, which they exercise in return for a payment of rent (not demanded for some years until 2021).

39. There is no contractual basis upon which lessees of Westpoint and Westacre have to contribute towards the maintenance of the Garage Block through a service charge. It is probable that, nevertheless, some funds from lessees have been channelled through the service charge towards some expenditure on the Garage Block. The evidence was inconclusive as to how much, who contributed, and when, the expenditure was incurred.

40. It is evident that some lessees have been allowed to use garage spaces in the Garage Block without charge for periods of between four and forty years. We were not provided with sufficient evidence for us to determine conclusively the legal basis upon which that state of affairs has been allowed. In our view, it is not necessary to do so in order to determine this application.

The issue

41. This application requires us to determine whether the Garage Block is appurtenant property to Westpoint and Westacre such that, in acquiring the right to manage their blocks, the two RTM companies have also acquired the right to manage the Garage Block.

Law

42. Appurtenant property is defined in section 112 of the 2002 Act as follows:

> "Appurtenant property" in relation to a building or part of a building or a flat, means any garage, outhouse, garden, yard or appurtenances belonging to, or usually enjoyed with, the building or part or flat"

43. An application for the right to manage can only be made in respect of premises "if they consist of a self-contained building or part of a building, with or without appurtenant property" (section 72(1)(a) of the 2002 Act).

44. A claim notice under the 2002 Act must specify the premises over which the right to manage is claimed (section 80(2) of the 2002 Act), but the appurtenant property does not need to be separately identified (paragraph 14 of the Upper Tribunal decision in *Gala Unity Limited v Ariadne Road RTM Company Ltd [2011] UKUT 425 (LC)*) ("Gala Unity"). That element of the case was not appealed.

45. Under section 84(3) of the 2002 Act, if the recipient of a notice to acquire the right to manage serves a counter notice, the first-tier tribunal has jurisdiction to determine whether the right to manage has been acquired. There are no other provisions in that part of the 2002 Act that give the first-tier tribunal jurisdiction over disputes regarding the extent of the premises over which the right to manage is acquired.

46. The first-tier tribunal, in the case of *FirstPort Property Services Ltd (Appellant) v Settlers Court RTM Company Ltd and others* ("Settlers Court"), considered an application for determination of the payability of service charges, which required determination of the extent of the estate over which an RTM had acquired management functions.

47. Settlers Court reached the Supreme Court (at *[2022] UKSC 1*), which reconsidered the meaning of appurtenant property. The Supreme Court overruled Gala Unity and restricted the meaning of appurtenant property to "nearby physical property over which the occupants of the relevant building (or part) have exclusive rights" (paragraph 62 of the Supreme Court decision).

The Applicants' case

48. Mr Stockill sought to persuade us that the evidence showed the right to use garage spaces on the part of some lessees should be regarded as a right "belonging to or usually enjoyed with" the Properties. He did not suggest that the Garage Block belonged to the Applicants, but he laid stress on the fact that some lessees certainly enjoyed the benefit of the parking spaces. In his submission it was not necessary to show any contractual rights to use the spaces. An equitable right would do.

49. Mr Stockill acknowledged that his case was impacted by the requirement in Settlers Court for an RTM company to show exclusive rights over the property claimed to be appurtenant to the premises over which the RTM was acquired.

However, he argued that it would be absurd if the lessees who had used the garage spaces were now to be denied the right to do so on the terms they had consistently exercised those rights in recent times.

The Respondent's case

50. The Respondent argued that the Garage Block cannot be appurtenant property because there is no right to recover service charges in respect of it. It does not form part of the service charge regime in the underleases.

51. The Respondent says that he cannot charge a service charge for the Garage Block, but he can grant licences of leases of the spaces at a rent or fee. He is being prevented from doing so at present as the lessees are occupying the spaces illegally. He argues that the scheme of the original head lease and underleases was that a separate licence would be granted for the garage spaces. If they were not taken up by lessees, they can be offered to the general public.

52. On the question of whether the Garage Block was "enjoyed with" the Properties, the Respondent argued that the phrase needed to be construed restrictively, as otherwise a public park could be appurtenant property.

Discussion

53. We consider firstly the basis upon which this case originally came to the Tribunal, namely on an application under section 84(3) of the 2002 Act. We consider that application was misconceived; there is no jurisdiction vested in the Tribunal to consider the extent of appurtenant property under that section. We do consider that the Tribunal has jurisdiction to consider the issue under the 1985 Act, as the wide jurisdiction granted under section 27A requires the Tribunal to determine what can be included in a service charge before it can determine what service charge is payable.

54. On the question of whether the Garage Block is appurtenant property, over which the RTM companies have acquired management functions, we do not consider that it is. There are two reasons, both of which would, in our view, be conclusive, namely that:

    a. Such licences or equitable rights as lessees may have are not rights enjoyed with the Properties;

    b. Such licences or equitable rights as lessees may have are not rights exclusive to the RTM companies.

Rights not enjoyed with the Properties

55. There is no question that the Garage Block does not "belong" to the RTM companies. It is not demised to them or to any lessees. The best that can be said is that four of the lessees have a demise over a space within the Garage Block. That is inadequate to show that the RTM companies themselves own the Garage Block.

56. It is slightly more of an issue to answer the question of whether the use of garage spaces is a right "usually enjoyed with" the Properties. In our view, it cannot be argued that using garage spaces is a right that can be said to be enjoyed by all the lessees in the Properties. Only twelve of the fifty three lessees have shown that they use garage spaces, in respect of 17 spaces. That leaves 36 spaces which the Applicants have failed to show were used by lessees.

57. We accept that it was challenging for the Applicants to research and present evidence of use of every space by every lessee who had exercised that right over a long historic period, and therefore there may well be more lessees who have used car parking spaces in the past. But Mr Payne's evidence was that only 30 spaces are used now, in an environment where historically there seemed to have been no impediment to any lessee who wished to take up the use of a space without charge. This suggests to us that there is overprovision of parking spaces in the Garage Block if only lessees in the Properties can use them. It also suggests that a significant number (perhaps the majority) of the lessees in the Properties do NOT use the Garage Block.

58. Furthermore, in our view, because the contractual documentation provided no rights at all to use the Garage Block for parking (save for flats 5, 12, 18 and 27), any rights that may arguably have been acquired (on which we made no findings) seemed to us to have the characteristic of being personal rights for the individual lessees, rather than rights for the whole class of lessees in each block.

59. Finally, on this point, in our view, there needs to be some legal basis upon which rights are enjoyed with a property. In Settlers Court, lessees had contractual rights to enjoy estate facilities, and had covenanted in their leases to pay a service charge towards the costs of their upkeep. In Gala Unity, the appurtenant property under consideration was referred to in the leases, and again, a service charge was payable towards its upkeep.

60. In our view, the correct interpretation of the phrase "usually enjoyed with" is that the enjoyment is of something the beneficiaries have some right to enjoy. Here, there is no contractual right to use the Garage Block enjoyed by all, or even a majority of, the lessees of Westpoint and Westacre, and therefore they do not "usually enjoy" that right.

Right not exclusive to the RTM companies

61. Neither the First nor the Second Applicant claimed the exclusive right to manage the Garage Block. There was a fleeting suggestion towards the end of the hearing on 17 August 2022, that Westacre lessees did not use it, which would have potentially enabled the Westpoint RTM company to change its case and argue that it did have exclusive rights. However, that contradicted Mr Payne's written evidence in which he said that lessees from both blocks used the Garage Block, and our finding above that the Respondent is able to let unused spaces to the general public, and the point was not pursued.

62. In any event, the evidence clearly showed that neither the First nor the Second Applicant (even together) had exclusive use of the Garage Block as they did not use all the spaces and there is no contractual basis for occupation by the lessees

in any event, absent of a provision in the lease or the grant of a licence. It was not open to the Applicants to argue that the Respondent, as lessor of the Garage Block, was ever contractually prevented from using such spaces as were not occupied (on whatever basis) by lessees from Westpoint and Westacre.

63. In our view, Settlers Court is clear, and applicable in this case. Appurtenant property can only be property over which the RTM companies have exclusive rights. That is not the case here.

Decision

64. The Garage Block is not appurtenant property within the meaning of section 112 of the 2002 Act. The First and Second Applicants have not acquired any management functions in respect of it. Service charges are not payable by lessees of Westpoint and Westacre to the First or Second Applicant towards the maintenance of the Garage Block. Management of the Garage Block remains in the hands of the Respondent.

Costs

65. There are no costs applications on the part of the Applicants. The Respondent indicated he wished to apply for costs under section 88 of the 2002 Act, and under Rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The Tribunal was not willing to determine these applications without the parties having the benefit of the outcome of the application.

66. In relation to costs under section 88 of the 2002 Act, the Respondents attention is drawn to section 88(3) which would appear to restrict the circumstances in which the First and Second Respondents can be liable for costs. If the Respondent intends to pursue this application, the Tribunal directs that he provide a statement of case 28 days after the date of this decision. On receipt, the Tribunal will issue further directions.

67. In relation to Rule 13 costs, if the Respondent wishes to pursue an application, his attention is drawn to Rule 13(5) which allows him 28 days after the date of this decision to apply.

Appeal

60. Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

Judge C Goodall
Chair
First-tier Tribunal (Property Chamber)