**FIRST-TIER TRIBUNAL**

**PROPERTY CHAMBER**

**(RESIDENTIAL PROPERTY)**

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| **Case reference** | **:** | **CHI/00ML/LBC/2022/0017.** |
| **HMCTS code (paper, video, audio)** | **:** | **In person hearing** |
| **Property** | **:** | **First Floor Flat,48 Harrington Road Brighton East Sussex BN1 6RF** |
| **Applicant** | **:** | **Ms Rachel Espinosa** |
| **Representative** | **:** | **None** |
| **Respondent** | **:** | **Mrs.Nasreen Akhtar Choudrhy**<br>**Mr. Mateen Ashgar Choudhrhy** |
| **Representative** | **:** | **Mr. Palfrey of counsel** |
| **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** | **:** | **Mr Duncan Jagger MRICS**<br>**Judge D Whitney**<br>**Ms Caroyln Barton MRICS** |
| **Date and Venue of Hearing** | **:** | **16th December 2022**<br>**Havant Tribunal Centre** |
| **Date of decision** | **:** | **4th January 2023** |

## 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 348 pages which included 7 short videos prepared by the Applicant. In addition, the Applicant submitted a revised cost schedule prepared by ODT solicitors. A second response statement was provided by the Respondents. The Applicants objected to the inclusion of this document as it did not comply with the directions  This late submission was considered by the Tribunal prior to the hearing and was considered admissible as it was considered there was no prejudice to the Applicant.

The order made is described below.

## Decisions of the Tribunal

(1) The Tribunal determines that there has been a

1. breach of clause 3(9) 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 eight alleged breaches at **First Floor Flat 48 Harrington Road, Brighton East Sussex BN1 6RF**.

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 owner of 48 Harrington Road Brighton East Sussex BN1 6RF and she also has a leasehold interest in the ground and lower ground floor parts of the building.

4. The Respondents are the registered proprietors of the leasehold first and second floor property at 48 Harrington Road Brighton East Sussex BN1 6RF ("the Property"). They acquired their leasehold interest on 3rd April 2014. The lease under which the Respondents hold the property is dated 27th June 1989 as corrected by a deed of variation and extended by a lease dated 30 May 2014. The extended lease encompasses the covenants set out in the 1989 lease.

5. The premises which are the subject of this application is now a converted flat on the first and second floors of 48 Harrington Road Brighton. There is a section of rear garden included in the demise located adjacent the rear boundary and this is subject to a right of way over the Applicants garden.. This

flat forms part of an Edwardian semi detached property located in a Conservation Area

## The hearing

6. The Applicant was not represented and was assisted by her husband. Mr and Mrs Choudhry were represented by Mr Palfrey of Counsel.

(i) On the 19th June 2022 the Applicant made an application and directions were issued on the 31st August 2022. the Tribunal determined that the application would benefit from a case management hearing (CMH) to establish the core issues and the jurisdiction of the Tribunal. Further, it was established that there had been two earlier decisions :CHI/00ML/LAC/2016/0089, CHI/00ML/LSC/2016/0010, and CHI/00ML/LBC/2019/0008.By a case management application dated 28th September 2022 the Applicant applied for an extension of the hearing date and following this a further case management application was received from the Applicant dated 17th October 2022 requesting a postponement of the hearing until March 2023. This was refused.

(ii) On the 14th December 2022, the Tribunal received a second statement of the Respondents extending to six pages together with photographs of the kitchen and bathroom floors. In an email dated 15th December the Applicant confirmed that this submission did not comply with the directions.The Respondent also stated that the two witnesses, Ms Ella Jackson (the previous freeholder) and MrKoulala (the tenant) were both unable to attend the Tribunal.

(iii) Further, on this same date a case management application was received from the Applicant requesting the hearing to take place through video conference facilities due to the train strike and the fact she was unable to obtain legal representation. The application also sought to submit additional evidence form ODT solicitors

(iv) Firstly, the Tribunal considered the Respondents 'second statement' did not prejudice the Applicant and the photographic evidence was helpful. Otherwise, the Applicant reversed her decision and decided to attend the hearing. The revised statement of proposed costs was allowed by the Tribunal as there was no objection from the Respondents in this matter.

## The issue

7. The first 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.The Applicant made seven substantive allegations of breach of covenant against the Respondents which are dealt with in turn below.

8. The second issue is the Applicant's entitlement to administrative charges and the amount of legal costs sought in contemplation of any proceedings under section 45 and 147 of the Law of Property Act 1925 (Clause 3(16)

## The determination

9. 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:

10. Allegation 1: that the respondents are in breach of clause 3(4) and Fifth Schedule (5)

> *Clause 3(4)From time to time as often as occasion shall require during the term at the leasee's expense well and substantially to renew repair uphold support maintain cleanse amend and keep in good and substantial repair and condition the premises (damage by fire and other accidents against which the lesser has agreed to insure under the provisions of clause 5 hereof and the Sixth Schedule hereto only excepted) including keeping in repair and replacing when necessary all glass….*
>
> *Fifth Schedule(5)To clean all windows of the premises at least once a month.*

11 The Applicant asserts that that there were approximately 3 broken panes of glass in the metal Crittall small square window panes. It is also claimed that the window panes to the kitchen have not been cleaned for some considerable time and no access to the garden was ever requested in order to undertake the task. In reply, the Respondents state that on the 8th August 2022 repairs to the windows were undertaken by instructed contractors. Also, the windows are regularly cleaned from the inside. The Tribunal determines that the Respondents are not in breach of Cause 3(4) and Fifth Schedule 5. The Applicant has failed to provide any substantive evidence, photographic or otherwise. In any event, repairs to the windows were undertaken on the 8th August 2022 which would remedy any possible breach.

12 Allegation 2: that the respondents are in breach of clause 3(4) and 3(17)

> *Clause 3(4)From time to time as often as occasion shall require during the term at the lessee's expense well and substantially to renew repair uphold support maintain cleanse amend and keep in good and substantial repair and condition the premises (damage by fire and other accidents against which the lesser has agreed to insure under the provisions of clause 5 hereof and the Sixth Schedule hereto only excepted) including keeping in repair and replacing when necessary all glass and the gas (if any) electrical water sanitary and heating apparatus and all other the lessors fixtures and fittings and also the tank cylinder and cistern and all conduits pipes wires cables and ducts and any other things installed for the purpose of supplying water (hot and cold) gas (if any) electricity telephone television aerial or ventilation or for the purpose of draining away water and soil or for allowing the escape of steam or other deleterious matter from the premises insofar as such tank cylinder cistern conduits pipes wires cables and ducts or other things are installed or used only for the premises and not also for any other part of the property….*
>
> *Clause 3(17)That the Lessee will at all times during the said term take all steps reasonably necessary to prevent the bursting overflowing or stopping up of any tank cylinder cistern bath water closet basin pipe drain or other sanitary or water apparatus in the premises……*

13 In the Applicant's witness statement it is asserted leaks from the subject property have taken place on five occasions which have caused water damage to the ground floor evidenced by photographs. It is stated the Respondents have made no attempt to make good the damage caused which includes bulging plaster and peeling paper covering. Pages 124-127 set out a description of the text messages for four of the incidents in question.

14 30th March 2020: No evidence was provided by the Applicant in connection with this alleged leak.

15 13th January 2021: Based upon the evidence submitted a British Gas engineer was instructed to attend the property on the same day following a claim of water ingress from the Applicant. The engineer undertook his inspection and on page 225 a 'Customer Checklist Report' was completed by the engineer confirming the bath cover/panel was removed and no water leak was evidenced. He arrived at the property at 12.33 and attended for one hour twenty six minutes It is noted, this time of arrival is two hours eight minutes following the Applicants first text message. The Respondents contest that the there were no leaks evident following the engineer's inspection and therefore any leaks

must have been caused by water spillage over the bath.In any event the Respondent took ' *steps reasonably and necessary to prevent the bursting, overflowing…*

16. 17th September 2021: The Applicant sent several text messages to the Respondent complaining of water ingress. Three photographs showed staining to the ceiling and window reveal with a bucket collecting the water.It is stated the cause of this leak is the stop cock in the communal hallway. The Respondent replied confirming he was attempting to arrange a plumbing engineer to inspect at the earliest convenience and in the meantime he has requested the tenants to turn off the stop tap in the communal hallway and the mains tap in the pavement to prevent further water damage until the arrival of the engineer. The engineer undertook his inspection and on page 226 a 'Customer Checklist Report' was completed by the engineer Mr Kyle Preece, confirming the packing gland was tested leaking. He arrived at the property at 9.16am and attended for twenty four minutes. It is noted this time of arrival is within four following the Applicants first text message. The Respondents contend that the cause of the leak was the pipework and stop cock located in the common parts.This being the case, it is not a breach as this does not form part of the demise and in fact is the Applicants responsibility as freeholder. Once again, the Respondent took ' *steps reasonably and necessary to prevent the bursting overflowing'…*

17 28th September 2021: The Applicant sent seven text messages to the Respondent complaining of water ingress. A photograph showed water collecting on the exposed floor boards of the Applicants son's bedroom flooring. On this occasion it is stated that the Respondent was in Pakistan and was unable to deal with this matter. The Respondents contend that the cause of the leak was spillage via an overflowing bath and there was no leakage to pipework or apparatus. The Applicant provided no evidence to the contrary.

18. 14th October 2022: The Applicant sent several text messages to the Respondent complaining of water ingress to her son's bedroom. A photograph showed water lying on the floor boards. The Respondent replied within 9 minutes of the first text and confirmed he would instruct a plumbing engineer to investigate. It was also stated the possible cause of this leak was the fact the tenants cleaned the floors earlier that day and dropped some water on the floor by accident. An engineer undertook an inspection on the 7th November 2022 and on page 227 a 'Customer Checklist Report' was completed by the engineer Mr Denis Remezov confirming a mastic seal was needed at the bottom of the bath and no traces of a leak were evident.Once again, .The Respondents contend that the cause of the

leak was water spillage and not leaking pipework and the Respondents took ‘ *steps reasonably and necessary to prevent the bursting overflowing’…*

19 The Tribunal finds that the Respondents are not in breach of the covenants of their lease. It must be the case, that leaks occur in converted flats for various reasons, just because leaks manifest themselves is not necessarily a breach.It is how the Respondent deals with these complaints of water damage. In the first instance there was no evidence whatsoever in connection with this alleged leak. In three of the other four other incidents, a plumber was instructed and this is evidenced by the reports prepared by the plumbing engineers. In three of the incidents, the evidence strongly suggests these were water spillages and no leaks were identified within the premises.

20. Allegation 3 that the respondents are in breach of clause 3(18) Fifth Schedule 2

> *Clause 3(18) Not to do or permit or suffer which anything which may render any increased or extra premium payable for the insurance of the premises or other parts of the property or which may render void or voidable any policy for such insurance and to indemnify the lessor against all costs charges and expenses rendered necessary by reason of any breach of this covenant committed by the lessee.*
>
> *Fifth Schedule 2 Not to do or suffer any act or thing which may render invalid any insurance of the property or may cause an increased or extra premium to be or become payable in respect thereof.*

21 The next allegation is that the lessee’s tenants ‘do not take property security seriously’. The Applicant submitted a copy of the Insurance Policy (page 271), a schedule recording the time and day the key was left out and 7 short videos which over two days (19th and 23rd October 2022) show the tenants leaving keys outside on the front door step behind the Applicant’s flower pot. (The key system). Following these incidents, the applicant claims she spoke to the Insurance company of this matter and she was advised that if this continues the ‘risk will be upgraded’ and the policy may no longer be valid.

22. The Respondents response was that this matter took place over only two days. Once Mr Choudhry was aware of the incident (Page 260) it is stated he asked his tenants to desist immediately. Further ,there are no representations or written evidence to confirm the Insurance Company regarded this a risk to render the policy invalid or have an impact on the premium. In light of the fact there is no evidence from the Insurance Company, the Tribunal has little option but to find that the Respondent has not breached the relevant covenants of the lease.

23 . Allegation 4 that the respondents are in breach of clause 3(25)

*Clause 3(25) To keep the garden coloured pink on the plan annexed in a neat and tidy condition.*

24 The Applicant alleges that at the date of the application the garden was overgrown and untidy, although there is no evidence within the bundle to confirm this. In her witness statement, the Applicant states the garden has been completely cleared of vegetation and this was confirm by photographic evidence. It is therefore apparent that any former breach has now been remedied by the Respondent and no breach of covenant currently exists.

25 There were further discussions in connection with the parking of vehicles in the Respondents garden. The Applicant produced a plan (page 245) and it was established that this was drawn up when the lease was extended in 1991 as a replacement lease plan with hatched areas. The Tribunal was not taken to any evidence by the Applicant which corroborate fixed parking arrangements.

26 Allegation 5 that the respondents are in breach of clause 3(21) Fifth Schedule 17, 3, 8,11, 19.

*Clause 3(21) Not to do or permit to be done on the premises or the property or any part thereof anything which shall be or tend to be a nuisance annoyance or cause of damage to the lessor or any lessee or occupier of any part of the property or to any neighbouring or adjacent property or the owners or occupiers thereof*

*Fifth Schedule 17 Not to use any part of the property in such a manner as to cause annoyance nuisance injury damage or disturbance to the lessor or the lessee or occupiers of other parts of the property or the owners or occupiers of any nearby or adjacent property nor to damage any trees plants or shrubs therein but to use the same subject to such reasonable rules and regulations for the common enjoyment thereof as the lessor may from time to time prescribe.*

*Fifth Schedule 3 Not to use or permit to be used in the premises any piano pianola radio or television set loudspeaker gramophone record player tape recorder or any mechanical or other instrument or contrivance of any kind or any washing machine spin dryer refrigerator or other machine of any kind in such manner as to cause nuisance or annoyance to the lessees or occupiers of other flats in the property nor (in such manner as aforesaid)to practice or permit singing in the premises and in particular*

*(a) Not (in the case of any flat above ground level) to use or permit to be used in the premises at any time any such or machine which stands on*

*the floors of the premises unless the same is be stood on insulators made of rubber or other suitable sound deadening material*

*(b) Not to use or permit to be used any time any such instrument or machine as aforesaid (other than refrigerator ) nor practice or permit singing or the playing of of any piano pianola radio television set loudspeaker gramophone record or cassette player tape recorder or other instrument within the hours of 11pm and 7am so as to be audible outside the premises.*

*Fifth Schedule 8 The lessee when using the common parts of the property shall at all times do so as quietly as possible and in particular between the hours of 11pm and 7am and during those hours shall take special care quietly to close the doors of the premises and the entrance doors of the property and shall not at any time cause any disturbance or annoyance to the lessees or occupiers of other flats.*

*Fifth Schedule 11 Not to allow any person or child under the lessees control to loiter or play in the entrance-ways staircases landings passages paths forecourts and driveways(if any) of the property so as to be a nuisance or annoyance to the lessor or to lessees or occupiers of other flats.*

*Fifth Schedule 19 In the case of flats above lower ground floor level to keep the floors of the premises covered with carpet and underfelt or with a such other effective sound deadening floor covering material as shall previously be approved by the lessors agents.*

27 There are essentially two strands to the Applicant's assertions in this matter. In each of allegations, the burden of proof lies with the Applicant to produce evidence to establish the true facts needed to satisfy the elements of each of the disputes. The first, is an alleged breach of the Fifth Schedule 19 in connection with the flooring materials. It is agreed between the parties that the floors in the premises are covered with carpet with the exception of the kitchen and bathroom. Two photographs contained in the Respondent's second statement show the floors of each to be covered with ceramic tiles. When questioned, the Applicant could not remember if this was the same floor covering when she inspected in September 2019, the previous hearing. A survey report was prepared by David Smith in September 2015 in connection with the floor coverings in the premises, although this was some 7 years ago, and much could have changed during this time and therefore little weight can be placed on this report. A further statement from the Applicant is in connection with excessive noise from loose, squeaky floorboards which form part of the demise of the premises. In each of these points ,no evidence has been provided by the

Applicant to confirm that 'sound deadening floor covering material' is not placed below the tiled covering., and the noise from the timber flooring could be the joists which form part of the fabric of the building in the ownership of the freeholder. On the balance of the evidence provided, the Tribunal finds that there has been no breach of the Fifth Schedule 19.

28 The second complaint is one of general nuisance which involves singing heard in the living room on four occasions during October/November 2022 (as set out in a schedule page 325), use of the washing machine which does not appear to be set on insulators therefore causing noise nuisance. Children banging and jumping off furniture and shouting. Slamming of external doors. Shouting in the common parts and staircase. In October 2020, the police were called by the Applicant and spoke to Mr Koulala the tenant. The Applicant was asked if such complaints were made out to the Environmental Health Officer. She stated that an 'informal' complaint was made but there is no evidence of this in the bundle.

29. The Tribunal finds it helpful to paraphrase a section of paragraph 16 from the 2019 decision to consider this matter " *The subject property comprises the extended upper floor of an older semi detached house. It was not designed for multiple occupation nor was it constructed subject to modern building regulations or with modern sound proofing materials. The noise of which the Applicant complains appears to be general living noises consistent with the family of two adults and five children (three) who are living in the upper flat. Although the Tribunal is sympathetic to this situation the evidence produced by the Applicant (one example given of illegal washing, no specific dated examples of repeated noise and no decibel readings) is not sufficient to persuade it to find a breach of Clause 2 in this case*. This Tribunal agrees with these conclusions and on the balance of the evidence submitted it can find no breach of covenant.

30. Allegation 6 that the Respondents are in breach of clause 3(9)

> *Clause 3(9) To permit the lessor **and** his surveyor or agents during reasonable hours in the daytime upon prior notice of not less than seven days with or without workmen and others to enter the premises to view the state of repair and condition thereof and to take an inventory of the lessors fixtures therein and of all defects and wants of reparation and decoration found which the lessee shall be liable to make good under the covenants herein contained to give or leave upon the premises notice in writing to the lessee and that the lessee will within the period of two calendar months after such notice (or sooner if requisite) repair and make good the same according to such notice and the covenants herein*

*contained and will permit the lessor to enter and inspect the same on completion thereof.*

31. On page 150 of the bundle the Applicant sent an email to the Respondent dated 21 September 2022 requesting access on the 28th September 2022 with David Smith Chartered Surveyor in attendance in order to investigate possible leaks and water damage. Following several emails between the parties, the Respondent would only allow the Surveyor access. In the event, the inspection was cancelled. The Respondents are therefore in breach of Clause 3(9)

32. Allegation 7 that the respondents are in breach of clause 3(14)

*Clause 3(14)Not to assign or transfer the premises without the assignment or transfer containing a covenant by the assignee or transferee directly with the lessor to pay the rent and other moneys hereby reserved and made payable and to observe and perform the lessee's covenants and the regulations and conditions herein contained and to which this demise is subject or other the regulations for the time being in force the form of such covenant as aforesaid to be previously approved by the lessor's solicitors for the time being whose reasonable fees in the matter shall be borne by the lessee containing the said covenants shall be delivered to the lessor's solicitors within 28 days after the completion thereof and not to grant or create any permitted under lease or tenancy of the premises or any part thereof or otherwise part with possession thereof (whether on a furnished or unfurnished basis and for whatever period) without the under lease tenancy agreement or other instrument containing an express covenant by the under lessee sub tenant or licence with the lessee to perform and observe the regulations conditions herein contained and to which the demised premises are subject or other the regulations for the time being in force.*

33 The Applicant's next complaint was in respect of the lessee attempting to transfer the premises without such assignment or transfer which caused the Applicant to inform various property agents of concealed issues. The Tribunal finds that because not actual transfer or assignment has taken place, there can be not breach of Clause 3(14)

34 Allegation 8 that the respondents are in breach of clause 3(16) 3(24)

*Clause 3(16)To pay all costs charges and expenses (including legal costs and fees payable to the lessor's surveyor) incurred by the lessor in or in contemplation of any proceedings under sections 46 and 147 of The Law of Property Act 1925 in respect of the premises not withstanding that forfeiture is avoided otherwise than by relief granted by the court and*

*also to pay all costs charges and expenses incurred by the lessor in relation to the preparation and service of a schedule of dilapidations at the expiration or sooner determination of the term hereby granted (including legal costs and fees payable to the lessors surveyor)*

*Clause 3(24)To comply with and observe the covenants stipulations and other matters contained or referred to in the seventh schedule hereto insofar as the same affect or relate to the premises and to indemnify and keep indemnified the lessor against all costs charges and expenses which may be incurred as a result of the lessee's non-compliance or non-observance.thereof.*

35 In the Tribunals decision dated 23rd March 2017 (CHI/00ML/LSC/2016/0089 and CHI/00ML/LSC/2016/0010) paragraph 81 determined that legal costs totalling £4755.60 were reasonable and once properly demanded any balance will be payable. The Respondents via Mr Palfrey took the Tribunal to pages 177 and 179 which confirmed this sum was paid in two separate tranches. Therefore, there is no dispute regarding this sum which was paid in full.

36 The Applicant is now claiming administration charges in relation to the case on the 16th September 2019 (CHI/00ML/LBC/2019/0008) together with ongoing proceedings. Following this case a Section 146 Notice was served on the lessee's on the 6th November 2020. A revised schedule of legal costs has been drawn up by ODT solicitors now stating the total sum owing is £7,871.68. Mr Palfey considers that the Applicant has waived her right to forfeit given her actions. Mr Palfrey suggests that the question of whether or not the costs may be payable is not a matter for this Tribunal and depends upon what if any action the Applicant may take.

37. In any event, even if the Tribunal do not agree with Mr Palfey, what we don't have is a detailed breakdown of the legal costs, including hourly rate, together the number of hours spent on each matter. Based upon the evidence provided to the Tribunal there is no method to consider whether these costs are reasonable and accurate. For these reasons, the Tribunal has little option but to find that the Respondents are not in breach of Clause 3 (16) (24)

38. This does not however preclude the Applicant from making an application to the Tribunal for payment of Administration Charges in the future, based upon a detailed breakdown of those charges.

39. In the earlier decision in 2017 Judge Whitney gave a stark warning to the parties that they should really try, whatever the Tribunals determination to put matters behind them. This advice has obviously been unheeded. This is now the

third hearing at this Tribunal within five years. The Tribunal would certainly urge the parties to reach a resolution and a mutually beneficial way forward.

Name: Judge D Jagger Date: 4th January 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).