

UPPER TRIBUNAL (LANDS CHAMBER)



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LT Case Number: LRX/103/2013

TRIBUNALS, COURTS AND ENFORCEMENT ACT 2007

PARK HOMES – PITCH FEE REVIEW – whether proposal required to contain name and address of site owner – paragraphs 16, 17, 26 and 27, Schedule 1, Mobile Homes Act 1983 – appeal allowed – with addendum concerning the effect of paragraph 16(4)

IN THE MATTER OF AN APPEAL AGAINST A DECISION OF THE
RESIDENTIAL PROPERTY TRIBUNAL (NORTHERN RENT
ASSESSMENT PANEL)

BETWEEN:

SHAW'S TRAILER PARK (HARROGATE)

Appellant

and

- (1) MS LYNN NICHOL-HUGHES
- (2) MR P SHEWOOD
- (3) MR M SPIVEY
- (4) MR M CLOAKE

Respondents

Re: Shaw's Trailer Park
Knaresborough Road,
Harrogate,
HG2 7NH

Determination on written representations

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The following cases are referred to in this decision:

Small v Talbot [2014] UKUT 0015(LC)

Rogan v Woodfield Building Services Limited [1995] 1EGLR 72

Beitov Properties Limited v Martin [2012] UKUT 133(LC)

Dallhold Estates (UK) Limited v Lindsey Trading Inc [1994] 1 EGLR 93).

DECISION

Introduction

1. Shaw's Trailer Park at Knaresborough Road in Harrogate ("the Park") is a protected site within the meaning of the Mobile Homes Act 1983 ("the 1983 Act") with space for 135 permanent residential caravans together with a site office, laundry and shower block. The Park is owned by the appellant, Shaw's Trailer Park (Harrogate), which is an unlimited company. The Park itself was established by Mr J and Mrs E Shaw, but following the recent death of Mr Shaw is now managed by Mrs Shaw.

2. The respondents are the owners of mobile homes stationed on four pitches on the Park. Ms Nichol-Hughes' mobile home is cited at 22 Main Avenue. Mr Sherwood's at 14 Sixth Avenue, Mr Spivey's at 20 Fourth Avenue and Mr Cloake's at 2 Fifth Avenue.

3. This appeal is from a decision of a Residential Property Tribunal for the Northern Rent Assessment Panel ("the RPT") given on 9 May 2013. The appeal, for which permission was granted by the RPT itself, relates to only one aspect of its decision. At a late stage in the proceedings the appellant has sought permission to appeal in relation to a further issue to which I will return at the conclusion of this decision.

The RPT proceedings and its decision

4. The proceedings before the RPT arose out of claims brought against the appellant in the Harrogate County Court by the respondents for the reimbursement of charges levied by the appellant as part of or in addition to the pitch fees paid by the respondents. Under section 4 of the Mobile Homes Act 1983 (as amended by the Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals)(England) Order 2011) the RPT had jurisdiction to determine any question arising under the 1983 Act or any agreement to which it applies.

5. One of the issues decided by the RPT arose out of a notice served by the appellant on the occupiers of pitches on the Park seeking an increase in the annual pitch fee payable by each of them with effect from 2 April 2012. No issue concerning that notice appears to have been raised by the respondents themselves but, as the RPT recorded in paragraph 3 of its decision, at the hearing the RPT raised the question "whether notices and demands serve by the [appellant] on the [respondents] had complied with paragraphs 26 and 27 of Schedule 1 to the Mobile Homes Act 1983 as amended." The appellant was represented by counsel at the hearing and there has been no subsequent complaint concerning the manner in which the issue was raised.

6. In paragraph 2 of its decision the RPT recorded its conclusion on the issue it had identified, namely that:

“The [appellant’s] notice of increased pitch fee dated 3 March 2012 does not comply with paragraph 27 of Schedule 1 to the Mobile Homes Act. The pitch fee payable by each [respondent] therefore remains at the rate payable by him or her since 29 March 2010 (subject to paragraphs 3 and 5 below [which dealt with adjustments in relation to water and electricity charges]). The [appellant] shall refund to each applicant all overpayments of pitch fee made since 2 April 2012.”

7. The RPT explained its conclusion at paragraph 20 of the section of its decision headed Reasons. It recited paragraph 27(1)(a) of Chapter 2 of Schedule 1 to the 1983 Act which provides that:

“Where the owner makes any demand for payment by the occupier of the pitch fee or in respect of services supplied or other charges the demand must contain –

(a) the name and address of the owner; ...”

The RPT recorded that “the [appellant’s] notice of increase in pitch fee dated 3 March 2012 did not comply with this requirement”. That failure, the RPT held, meant that the notice of increase “is therefore ineffective”. As is clear from its direction that the appellant refund overpayments of pitch fee made since the annual review date of 2 April 2012, by “ineffective” the RPT obviously meant that the notice of increase was not effective to create any liability on the part of the occupiers to pay the increased sum referred to in it.

8. In paragraph 5 of its decision the RPT also determined that a sum of 80p per week which had been collected by the appellant as a contribution towards the costs of electricity consumed in the common parts of the Park, was not payable by the respondents and that “the [appellant] shall refund to each of the [respondents] all such contributions paid by him or her.”

The issue on which the RPT gave permission to appeal

9. The first issue in these proceedings is whether the RPT was correct in its conclusion that a notice given by the appellant to the respondents on 3 March 2012 was “ineffective” because it failed to comply with paragraph 27(1)(a) of Chapter 2 of Schedule 1 to the 1983 Act.

10. The notice itself was a printed document headed “Shaw’s Trailer Park” and dated 3rd March 2012. It included the following statements:

“This Notice is for the Residents of this Park

On March 1st 2012 I was notified that the site rents were due to go up by 3.9% on 02/04/2012.

By law you are allowed 28 days notice of the increase.

If your current rent is:

£30 p.w. + £1.04 the new price is £31.04 + £3 car

£31.50 p.w. + £1.04 “ “ £31.04 + £3 car

...

May I remind you, that your rent must be at least a week in advance, not 4 days or more behind”

The notice provided a series of alternative figures showing the amount of the increase for different levels of site rents payable for different pitches on the Park, up to the highest pitch fee of £35.75 which was to be replaced by a new price of £37.02 per week. Although the notice was addressed to the reader in the first person singular no copy of the notice which I have seen was signed or otherwise indicated the identity of the giver; nor did the notice provide any address, beyond the name of the Park which appeared in bold type in at the top of the document.

The relevant statutory provisions

11. The Mobile Homes Act 1983 applies to any agreement under which a person is entitled to station a mobile home on land forming part of a protected site and to occupy the mobile home as his only or main residence. The 1983 Act makes provision for all such agreements to contain standard terms, which are set out in Part 1 of Schedule 1 to the Act. This standardisation of terms is achieved by section 2(1) of the 1983 Act which provides that in any agreement to which the Act applies there are to be implied the applicable terms set out in Part 1 of Schedule 1, notwithstanding any express terms of the agreement.

12. Schedule 1 to the 1983 Act (as amended) is divided into four Chapters, of which Chapter 2 is applicable to agreements relating to pitches in England and Wales except pitches in England on local authority gypsy and traveller sites and county council gypsy and traveller sites. Chapter 2 is therefore applicable to the Park; where I refer in this decision to numbered paragraphs I mean the paragraphs of Chapter 2 of Schedule 1 to the 1983 Act.

13. The terms to be implied into agreements by virtue of section 2(1) and Chapter 2 include terms concerning the duration of agreements, the sale, gift or re-siting of mobile homes, and, at paragraphs 16 to 20, terms concerning pitch fees. Under paragraph 21 the occupier of a pitch on a protected site is obliged to pay a pitch fee to the owner of the site. A pitch fee is defined by paragraph 29 as the amount which the occupier is required by the agreement to pay to the owner for the right to station the mobile home on the pitch and for the use of the common areas of the protected site and their maintenance. It does not include amounts due in respect of gas, electricity, water and sewerage or other service, unless the agreement expressly provides that the pitch fee includes such amounts.

14. So far as they are relevant to the issues in this appeal paragraphs 16 and 17 provide as follows:

“16. The pitch fee can only be changed in accordance with paragraph 17, either –

(a) with the agreement of the occupier, or

(b) if the appropriate judicial body, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee.

- 17 (1) The pitch fee shall be reviewed annually as at the review date.
- (2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out his proposals in respect of the new pitch fees.
- (3) If the occupier agrees to the new pitch fee, it shall be payable as from the review date.
- (4) If the occupier does not agree to the proposed new pitch fee –
- (a) the owner may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;
- (b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and
- (c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the order determining the amount of the new pitch fee.
- (5) An application under sub-paragraph 4(a) may be made at any time after the end of the period of 28 days beginning with the review date.”

15. The procedure for the review of pitch fees contemplated by paragraphs 16 and 17 is based either on agreement between the site owner and the pitch occupiers or, in default of agreement, on a determination by the “appropriate judicial body” (which at the time with which this appeal is concerned was the RPT, but which would now, in England, be the First-tier Tribunal (Property Chamber)). The 1983 Act does not permit the owner of a protected site unilaterally to determine the new pitch fee payable by existing occupiers. Paragraph 16 is explicit that the pitch fee may only be changed by agreement or by a determination. The language of paragraph 17 is consistent with that approach, in that it requires the owner who seeks an increase to serve a written notice of his “proposals”.

16. An occupier who receives an owner’s proposal under paragraph 17(2) may agree to pay the proposed new pitch fee. In that event the proposed new pitch fee becomes payable as from the review date by virtue of paragraph 17(3).

17. If any occupier does not agree to the site owner’s proposal the owner of the site must take the initiative, if it wishes to secure an increase, by applying to the RPT (now the First-tier Tribunal) for an order under paragraph 16(b) determining the amount of the new pitch fee. The amount stipulated

in the owner's proposal may or may not be accepted by the tribunal. There is a statutory presumption by virtue of paragraph 20 that the pitch fee will increase or decrease by no more than the percentage change in the retail prices index since the last review date, unless that would be unreasonable having regard to the matters referred to in paragraph 18.

18. If an occupier does not agree to the owner's proposal, and if the owner does not apply to the appropriate tribunal for it to determine the amount of the new pitch fee, the pitch fee remains at the previous rate. There is no default mechanism by which an owner's proposal takes effect to increase the pitch fee unless it is agreed or the new fee is the subject of a determination.

19. As it applied on 3 March 2012 (the date of the notice in this case) the 1983 Act laid down no minimum requirements concerning the contents of a notice under paragraph 17(2). The proposal simply had to be in writing, and had to set out the owner's proposals in respect of new pitch fees. In its recent decision in the case of *Small v Talbot* [2014] UKUT 0015(LC) the Tribunal (Judge McGrath) determined that a notice was also required accurately to state the amount of the increase which was proposed.

20. Paragraph 17 and other parts of Chapter 2 of Schedule 1 to the 1983 Act were amended with effect from 26 May 2013 by section 11 of the Mobile Homes Act 2013. Section 11(2) makes a number of important changes in the statutory scheme, including a requirement that an owner's proposal to increase a pitch fee must be accompanied by a document complying with regulations to be made by the Secretary of State. The Mobiles Homes (Pitch Fee)(Prescribed Forms)(England) Regulations 2013, which prescribes a lengthy standard form to accompany a pitch fee review notice, came into force on 26 July 2013. None of these provisions were in force at the time of the giving of the notice with which this appeal is concerned.

21. Paragraph 27 was critical to the RPT's decision. It is grouped with paragraph 26 under the heading: "owner's name and address". So far as they are relevant those two paragraphs provide as follows:

"26 (1) The owner shall by notice inform the occupier and any qualifying residents' association of the address in England or Wales at which notices (including notices of proceedings) may be served on him by the occupier or a qualifying residents' association.

(2) If the owner fails to comply with sub-paragraph (1), then ... any amount otherwise due from the occupier to the owner in respect of the pitch fee shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner does so comply.

..."

27 (1) Where the owner makes any demand for payment by the occupier of the pitch fee or in respect of services supplied or other charges the demand must contain –

(a) the name and address of the owner; and

- (b) (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings may be served on the owner).
- (2) Subject to sub-paragraph (3) below where -
- (a) the occupier receives such a demand, but
- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (1),

the amount demanded shall be treated for all purposes as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand.”

22. The provisions of paragraphs 26 and 27 mirror those of sections 47 and 48 of the Landlord and Tenant Act 1987. The 1987 Act does not apply to protected sites (as no landlord and tenant relationship is ordinarily present) but the same statutory protection is nonetheless conferred by paragraphs 26 and 27. The purpose of those paragraphs is to ensure that the occupiers of a protected site have an address at which they can reliably communicate with the site owner and so that they may know who that owner is.

23. Paragraph 26(1) requires only that an address be provided at which notices (including notices of proceedings) may be served on the owner of the site by the occupier. That address may be the address of an agent, and need not be the owner’s personal address or registered office.

24. The Court of Appeal has held in *Rogan v Woodfield Building Services Limited* [1995] 1 EGLR 72 that the requirement to provide an address in England and Wales at which notices may be served on a landlord by a tenant can be satisfied if the landlord’s name and address is stated in the lease itself. It would therefore appear that a statement of the site owners name and address in the written statement required to be supplied to an occupier under the 1983 Act would be sufficient for the purposes of paragraph 26(1).

25. The requirement of paragraph 27(1) would not appear to be capable of being satisfied by the provision of the address of an agent since it is the name and address of the owner which must be stated in any demand for payment of the pitch fee or in respect of services supplied or other charges. In *Beitov Properties Limited v Martin* [2012] UKUT 133(LC) the Tribunal held that only the address of the landlord, and not that of an agent, would suffice to satisfy the requirements of section 48 of the 1987 Act. In the context of the 1983 Act, the same is therefore required to satisfy the requirement of paragraph 27(1).

26. A failure to include the name or address of the landlord in a demand for payment does not extinguish the owner’s entitlement to recover the sums demanded altogether but simply suspends the occupier’s liability to pay by stipulating that the amount demanded is treated as not being due at any time before the owner gives the information. The Court of Appeal has ruled definitively in the case of a demand for the payment of rent to which section 47 of the 1987 Act applies that the effect of a

failure to include the necessary information is suspensory only (see *Dallhold Estates (UK) Limited v Lindsey Trading Inc* [1994] 1 EGLR 93). Accordingly, once the name and address are supplied, the sum demanded becomes due.

The appeal

27. The RPT regarded the notice of 3 March 2012 as a demand for payment of the new pitch fees listed in it. If it was a demand for payment the notice ought to have complied with paragraph 27(1). The RPT concluded that the failure to comply with the requirement to include the name and address of the owner in such a notice was therefore fatal to its validity.

28. The appellants main ground of appeal is that the notice of 3 March 2012 was not a demand for payment at all but, rather, was a notice under paragraph 17(2) setting out the appellant's proposals in respect of the new pitch fee. The appellant develops various alternative submissions to the effect that, even if the notice was a demand, the requirements of paragraph 27(1) ought to be regarded as being sufficiently complied with if the occupiers of pitches had the necessary information about its name and address from other sources.

29. In their written representations the respondents have focussed on the various methods by which it was suggested by the appellant that its name and address would be known to them. It was also suggested that the appellant was not the owner of the Park, and that the true owner was Mrs Shaw. None of the respondents' contentions address the appellant's principal point, namely, that paragraph 27 has no application to a written notice proposing an increase in pitch fee served for the purposes of paragraph 17(2).

30. I am satisfied that the appellant's contention is well-founded.

31. The RPT found that the notice of 3 March 2012 was "ineffective", but that begs the question of what effect it was intended to have. The notice must be read in the context of the statutory provisions I have referred to above, and specifically in the light of the machinery for increasing pitch fees. The object of the notice given on 3 March 2012 was clearly to notify the occupiers of the pitches on the Park of the pitch fees or "site rents" as they were referred to, which the appellant wished them to pay with effect from that date. The notice did not refer to a "proposal" and made no attempt to explain that the pitch fee could only be changed with the agreement of the occupier or by a determination of the RPT, but it was not required to do so. Although it asserted that "the new price is £31.04 etc" it did not explicitly make any demand for payment of that sum.

32. The requirement of paragraph 27(1) need only be satisfied where the document in question is a demand for payment. Moreover the consequence of a failure of a demand to state the name or address of the owner is provided for by paragraph 27(2) namely that the amount demanded is treated for all purposes "as not being due from the occupier to the owner at any time before the owner gives that information to the occupier in respect of the demand." There is no obvious connection between that sanction and the function of a written notice under paragraph 17(2) setting out the owner's

proposals for a new pitch fee. If the occupier does not agree to that proposal the notice is of no effect and the owner is required to apply for a determination of the new pitch fee.

33. Even if the notice of 3 March 2012 was to be treated as a demand for a sum which the occupiers were otherwise liable to pay (which, I emphasise, was not its effect), a failure to include the name and address of the owner, as required by paragraph 27, would not create an immediate entitlement to reimbursement. The occupier's obligation to pay the pitch fee arises under paragraph 21, which makes no mention of the need for any demand. The effect of paragraph 27(2) on the occupier's liability to pay when the non-compliant demand was itself unnecessary is not clear, but at most it could only be that liability is to be treated as suspended until the necessary information is supplied (see paragraph 26 above). Paragraph 27(2) does not give the occupier who has paid in response to a defective demand any obvious entitlement to reimbursement.

34. I am therefore satisfied that the RPT was wrong to conclude that the notice of 3 March 2012 was of no effect simply because it did not carry the name and address of the appellant. The notice was effective to inform the respondents and other occupiers of the pitches on the Park of the appellant's proposals in respect of the new pitch fee. It did not, in itself, create a liability on the part of the occupiers to pay the increased pitch fee, but that was not its function.

35. It is to be hoped that to the extent that agreement has not already been reached on a new pitch fee, it can now be reached without the need for a further application by the appellant to the First-Tier Tribunal for a determination of the amount of the increase with effect from 2 April 2012. As for the respondents' suggestion that the appellant is not in fact the owner of the Park, there was no appeal against the RPT's decision (recorded in the section of the decision headed "the applications" at paragraph (4)) to correct the name of the respondent to the application from (I assume) that of Mrs Shaw to the appellant. The identity of the owner was not otherwise in issue in the proceedings.

The application for permission to appeal

36. In a letter to the Tribunal dated 7 October 2013 the appellant requested for the first time that the Tribunal reconsider the RPT's decision that the appellant was not entitled to recover the charge of 80p per week in addition to the pitch fee as a contribution towards the cost of electricity supplied to the common parts of the site. In a further letter dated 27 November 2013 Tozers solicitors, formally applied on the appellant's behalf for permission to appeal that issue.

37. The appellant specifically sought but was refused permission from the RPT to appeal the 80p issue, in addition to the principal issue. No explanation has been offered why the request for permission was not renewed to the Tribunal at that stage. Nor is the issue which the appellant seeks to raise one which would be capable of determination without consideration of evidence. With the agreement of both parties this appeal was directed to be determined by way of written representations before the formal application for permission to appeal was made and it would be disproportionate to convene an oral hearing to deal with the issue of electricity charges.

38. In those circumstances I decline to grant an extension of time for the making of an application for permission to appeal the RPT's determination that the sum of 80p per week is not payable.

Conclusion

39. I would add a final observation on the form of the RPT's decision in this case. In its decision the RPT determined disputes about over-payments for water and electricity and a standing charge, as well as the entitlement of the appellant to increase the pitch fee. In the extract from its decision set out at paragraph 6 above, and elsewhere in the decision the RPT directed that various sums be refunded to each of the respondents but it did not specify precisely what those sums were. It is apparent from correspondence which the parties have submitted to the Tribunal in connection with this appeal that there is some continuing uncertainty over the quantification of the sums which individual respondents are entitled to recover from the appellant (no challenge has been made to the RPT's jurisdiction to order repayment).

40. Happily two of the respondents have indicated that they have reached agreement with the appellant on all issues except the 80p per week common parts electricity charge. If the parties do not agree on the quantification of the various repayments or credits to which the individual respondents are entitled by virtue of the RPT's decision it will be necessary for them to apply either to the county court in the original proceedings or to the First-tier Tribunal (Property Chamber) for further assistance. The current state of uncertainty would have been avoided if the RPT had made clear findings concerning the total sum which each respondent was entitled to re-coup from the appellant on each of the different contentious issues. It is to be hoped, however, that those uncertainties can now be resolved by agreement.

41. The only order the Tribunal makes, therefore, is to allow the appellant's appeal on the sole issue for which permission was granted by the RPT.

Martin Rodger QC
Deputy President

Dated: 23 April 2014

ADDENDUM

42. It has been pointed^a out that this decision makes no reference to paragraph 26(3)-(4) of Chapter 2 of Schedule 1 to the Mobile Homes Act 1983. Paragraphs 26(1)-(2) are set out in paragraph 21 of the decision; paragraph 26(3)(4) and (6) provide as follows:

26 (3) Where in accordance with the agreement the owner gives any written notice to the occupier or (as the case may be) a qualifying residents' association, the notice must contain the following information-

- (a) the name and address of the owner; and
- (b) if that address is not in England or Wales, an address in England or Wales at which notices (including notices of proceedings) may be served on the owner.

(4) Subject to sub-paragraph (5) below, where-

- (a) the occupier or a qualifying residents' association receives such a notice, but
- (b) it does not contain the information required to be contained in it by virtue of sub-paragraph (3) above,

the notice shall be treated as not having been given until such time as the owner gives the information to the occupier or (as the case may be) the association in respect of the notice.

(6) Nothing in sub-paragraphs (3) to (5) applies to any notice containing a demand to which paragraph 27(1) below applies.

42. A written notice given under paragraph 17(2), setting out a site owner's proposals in respect of a new pitch fee, is a notice to which paragraph 26(3) applies and is therefore required to contain the name and address of the owner. The notice given by the appellant on 3 March 2012 did not contain its full name or address. For that reason paragraph 26(4) required that it be treated as not having been given until the name and address were given to the occupiers to whom the notice was sent. Once the appellant's name and address were provided to the recipients of the notice the direction to treat the notice as if it had not been given was lifted.

43. The effect of paragraph 26(3) was not raised as an issue in this appeal, but without reference to it there is a risk that this decision may mislead. In particular, while the opening sentence of paragraph 30 is strictly correct, it should be appreciated that paragraph 26(3) does require the appropriate name and address to be included in a proposal for a pitch fee increase. Since a written notice under paragraph 17(2) setting out the owner's proposals is required to initiate a pitch fee review, it follows that under the law as it was at the date of the proposal in this case the owner was unable to make an application to the First-tier Tribunal under paragraph 17(4)(a) for an order determining the amount of the new pitch fee until its name and address have been supplied. The requirements of a notice proposing an increase are now prescribed by paragraph 17(2A) (inserted by section 11, Mobile Homes Act 2013) and by the Mobile Homes (Pitch Fees)(Prescribed Form)(England) Regulations 2013 (see paragraph 20 above).

44. On the facts of this case the name and address of the appellant were supplied to the respondents, at the latest, in the course of the hearing before the LVT on 9 May 2013 when an application was made to correct the appellant's name as it appeared in the title of the proceedings.

From that time onwards (or from such earlier date as the name and address may have been supplied) there was nothing to prevent the proposal sent on 3 March 2012 from being treated as having been given.

45. The date on which the notice was given in this case had no effect on the date on which any increase in pitch fee took effect. Those occupiers of the Park who were prepared to agree the proposed increase without the need for a determination by the RPT were free to do so. The four respondents, and any other occupiers who did not agree the new pitch fee, were not required to pay it until an order determining the amount of the new fee was made by the appropriate judicial body under paragraph 16(b) (or until the parties reached agreement). No such order has ever been made (it is not clear whether the RPT was asked to make one by the appellant, but, in any event, it found the proposal to have been ineffective and did not do so; the Tribunal was not invited to make a determination as part of its consideration of the appeal). At least two of the respondents had reached agreement on the new pitch fee before the appeal was considered, and if agreement has not subsequently been reached between the appellant and the remaining respondents, it will be necessary for the appellant to refer the 2012 increase to the First-tier Tribunal.

46. No party to this appeal has sought permission to appeal, and accordingly the Tribunal has no power to undertake a review of its decision under rule 57 of the Tribunal Procedure (Upper Tribunal)(Lands Chamber) Rules 2010. Had I been in a position to undertake a review it is likely that I would have taken no other action than to include the substance of the paragraphs which appear above as additional reasons. The outcome of the appeal would have remained unchanged.

Martin Rodger QC
Deputy President

Dated: 2 July 2014