



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : **AB/LON/00BB/HNA/2017/0018 & 19**

Property : **49 Bristol Road, Forest Gate, London E7
8HG**

Appellant : **(1) Mr Kamlesh Amin
(2) Mr Nilesh Hadiya**

Representative : **Mr Paul Dipre (Counsel)**

Respondents : **The London Borough of Newham**

Representative : **Mr Campbell (Counsel)**

Type of Application : **Appeal under s.249A and schedule 13A
of the Housing Act 2004**

Tribunal Members : **Judge S O'Sullivan
Mrs E Flint FRICS**

Date of Decision : **15th May 2018**

DECISION

Decision

In respect of the appeal by Mr Amin

- 1. The appeal by Mr Amin against the imposition of a financial penalty on 6th November 2017 by the London Borough of Newham under section 234(3) of the Housing Act 2004 and Regulation 7(2)(d) of the Management of Houses in Multiple Occupation (England) Regulations 2006 is dismissed and the decision by the London Borough of Newham to impose a penalty in the sum of £5,000 is confirmed.**
- 2. The appeal by Mr Amin against the imposition of a financial penalty on 6th November 2017 by the London Borough of Newham under section 72(1) of the Housing Act 2004 is allowed.**

In respect of the appeal by Mr Hadiya

- 3. The appeal by Mr Hadiya against the imposition of a financial penalty on 6th November 2017 by the London Borough of Newham under section 234(3) of the Housing Act 2004 and Regulation 7(2)(d) of the Management of Houses in Multiple Occupation (England) Regulations 2006 is dismissed and the decision by the London Borough of Newham to impose a penalty in the sum of £2,500 is confirmed.**
- 4. The appeal by Mr Hadiya against the imposition of a financial penalty on 6th November 2017 by the London Borough of Newham under section 72(1) of the Housing Act 2004 is dismissed and the decision by the London Borough of Newham to impose a penalty in the sum of £2,500 is confirmed.**

Introduction

1. These are two appeals by Mr Kamlesh Amin and Mr Nilesh Hadiya against the imposition of financial penalties by the London Borough of Newham (“Newham”) under section 249A and schedule 13A of the Housing Act 2004 (the “2004 Act”). Two separate notices were served on Mr Amin both in the sum of £5,000 on 6th November 2017 and on the same date on Mr Hadiya each in the sum of £2,500.
2. Mr Kamlesh Amin is the freeholder of the property known as 49 Bristol Road, Forest Gate, London E7 8HG (the “Property”) and Mr Hadiya is the director of Nest Properties London Ltd (“Nest”).
3. The appeal was set down for hearing on 23rd March 2018 when Newham were represented by Mr Campbell of Counsel and both Mr Amin and Mr Hadiya by Mr Dipre of Counsel. Mr Amin was also assisted by a tribunal appointed interpreter.

4. An earlier hearing scheduled to take place on 5 March 2018 had been adjourned to 23 March 2018 to allow an interpreter for Mr Amin to attend.

Background

5. The background to the imposition of the penalties is primarily set out in the witness statement of Mr Paul Oatt dated 16th January 2018, who is a Senior Environmental Health Officer with the respondent. Mr Oatt has been employed in the Environmental Health team at Newham since 2013. He has worked in local authorities for 14 years, and has a degree in Environmental Science. He is a fully qualified member of the Chartered Institute of Environmental Health and is registered with the Environmental Health Officer's Registration Board.
6. On 3rd July 2017 a complaint was received by the licensing team from an occupier at 49 Bristol Road, Forest Gate, London E7 8HG regarding an allegation of a lack of gas or hot water between 9am and 5 pm from an occupier with a 3-month old baby. The Local Authority regarded this as highly suggestive that the Property was occupied by more than one family.
7. A condition audit letter was then sent to the Property on 13th July 2017 with a deadline for a response of 10th August 2017. No reply was received to that letter. This was aimed at gauging the level of licence holder engagement with the Property. Given the concerns raised the Property was referred for inspection.
8. Mr Oatt visited the Property on 17th July 2017. He described the house as a two storey house with a two storey back addition and a ground floor rear and left flank extension. The ground floor has two bedrooms, a shared kitchen and a back addition bathroom and wc. The first floor has three bedrooms and a bathroom. In July 2017 the ground floor front room was occupied by a 2 year old girl and her parents. The first floor middle room was occupied by a couple, their 10 year old daughter and 10 month old daughter. It was believed that altogether there were 14 occupiers living at the property . Mr Oatt determined, and it is not disputed, that the Property was a house in multiple occupation within the standard test set out in section 254(2) of the 2004 Act. He was also satisfied that this failure to licence constituted a breach of section 72(1) of the 2004 Act.
9. The Property was licensed under section 95 of the 2004 Act as a property requiring a selective licence for one household. The property consisted of more than one household and this constituted a breach of licence conditions as Condition 1.1 of the Licence under Permitted Occupation stated that a new resident must not be permitted to occupy the house of any part of the house if that occupation exceeds the maximum permitted number of households.
10. The back door to the Property was also seen to have broken glazing and was located in a common part. The manager had failed to ensure that the fixed glazing to the window was maintained in good repair and this was an offence

under the management regulations of HMO's section 234(3) of the 2004 Act and regulation 7(2)(d) of the Management of Houses in Multiple Occupation (England) Regulations 2006 (the "2006 Regulations"). Mr Oatt also went out into the garden to the outhouse building and met Mrs Walid who was inside with a very young baby. She stated that she had been living at the property for 5 or 6 months with her husband paying rent of £350 per month to Elamin, the tenant. Mrs Walid informed Mr Oatt that the reason the glazing was smashed was because the Elamins locked the back door during the day leaving them with no access to the kitchen or bathroom or means of escape.

11. Mr Oatt was provided with a copy of the tenancy agreement with Ibtisam Elamin and receipts and transactions showing how the rent was paid. He was satisfied that these documents showed evidence of rack rent being collected and satisfied the definition of a person managing and in control of a HMO as set out in section 263 of the 2004 Act.
12. Offences were witnessed during the inspection on 17 July 2017. The Property was not licensed as a HMO and the existing selective licence was in breach.
13. Following the inspection, the licence holder, managing agent and occupiers were notified on 20 and 21 July 2018 of an intention to inspect the Property on 24 July 2017 to carry out a Housing Health and Safety Rating System ("HSRS") inspection. A Requisition for Information and Notice to Produce Documents was served at the same time. On 21 July 2017 a response was received from Nest which claimed that Nest were not the managing agents but a rent collection service only. Various documents were also sent including a document headed "Terms of Business". Schedule 4 of that document headed "full management" outline services provided in addition that include the dealing of "day to day management" including minor repairs and the figure of £250 is given as a threshold above which estimates would have to be given to the landlord for approval. Clauses C and D stipulate that the agency can instruct contractors and tradesmen on the landlord's behalf and deduct the cost from the rent. Clause F states that the agents will try and visit the property three times a year to verify its good order and any lack of repair. Newham was satisfied from the document which was signed by both Mr Amin and someone on behalf of Nest that Nest had an agreement to manage the Property.
14. A further inspection was carried out on 24 July 2018. Both Mr Hadiya and Mr Amin were in attendance although Mr Hadiya was present only briefly. Mr Walid was present and informed Mr Oatt that they had moved into the property 7 or 8 months ago to the outhouse building and paid £350 rent per month as did two other men living at the Property. Mr Walid confirmed that he had met Mr Amin several days ago for the first time. He also stated that he had broken the back-door window as he and his wife and new baby had been trapped in the back garden and needed to use the bathroom.
15. At that inspection Mr Amin confirmed that Nest had been given the Property to manage a year ago and that he had last visited 2 or 3 days previously

following the inspection by Mr Oatt. He confirmed that he received £1400 rent per month from Nest which matched the information received from Nest. Mr Amin confirmed that the outbuilding had been built to be used for laundry and had learnt that it was occupied for the first time when Mr Walid came to Mr Amin's house.

16. Following this visit Mr Oatt wrote to the landlord in relation to his proposal to serve a demolition notice in respect of the outbuilding. On 2 August 2017 Mr Oatt received an email from Nest attaching various outstanding documents including utility bills and a gas safety certificate. On 11 August at an inspection the outbuilding was noted to be empty. The broken glass to the rear door was noted however to be still outstanding and this constituted an offence under regulation 7(2)(d) of the 2006 Regulations.
17. A condition audit letter had been served on 13 July 2017 with a follow up served on 31 August 2017. A response was received from Nest on 1 September 2017 with various attachments including some new documents which had not been seen previously; notably a property inspection report dated 20 March 2017. This appeared to show an extra room to that shown on the selective licence.
18. It was agreed by the parties that it would not assist the Tribunal to carry out an inspection since the condition of the Property had changed since the summer of 2017.
19. Offences having been witnessed during the inspection on 17 July 2017 Mr Oatt considered that the most appropriate course of action was to issue financial penalty notices. In deciding on the amount of penalties Newham had regard to a financial penalty matrix which Newham has devised. This assesses the offence against four dimensions, (1) deterrence and prevention (2) removal of financial incentive (3) offence and history (4) harm to tenants. These criteria are based on and are intended to encompass the factors which local authorities should take into account when deciding the level of a civil penalty set out in paragraph 3.5 of the Guidance on Civil penalties under the Housing and Planning Act 2016 issued by the Department for Communities and Local Government ("DCLG") in April 2017.
20. Against each criterion is a range of scores being 1, 5, 10, 15 and 20. The EHO considering the matter must decide, by reference to the offence under consideration, what score should be attributed to each criterion with 1 being the least serious and 20 the most serious. The matrix gives descriptors of the type of relevant factors that should be taken into account by the officer in deciding a particular score. The score for the criterion "Harm to Tenants" is automatically doubled to reflect the weighting attributed to this consideration in the DCLG guidance as "a very important factor." The sum of those scores is then entered into a computer programme which calculates a monetary value.
21. As far as dimension (1) is concerned Mr Oatt considered that the nature of the complaint indicated poor management along with the lack of response to the original audit letter. Newham could not be satisfied that the licence holder

and the appointed agent were exercising proper management of the Property. In the case of the licence holder it was felt that the financial penalty would act as a deterrent. In the case of the agent the expectation is that an agent who manages properties would address issues of subletting and over occupancy and deal with such matters as a broken window. There was therefore low confidence that a penalty would deter repeat offending.

22. As far as dimension (2) is concerned searches revealed that Mr Amin was a portfolio landlord as the owner of a further 5 properties in the borough with selective licenses and should therefore be aware of his responsibilities through the licence conditions. It was determined that he had a large asset value from which a large income is obtained. Searches at the time revealed that Nest managed only one other commercial property. Recent searches indicate Nest's portfolio is larger than previously thought.
23. As far as dimension (3) is concerned account was taken of the prohibition notice served on 14 August 2017 in respect of the use of the outbuilding; the breach of the permitted households had exposed the occupiers to Category 1 and 2 hazards.
24. Lastly in relation to dimension (4) account was taken of harm to tenants, the Walids in particular were worried about their and their baby's health and their stress exacerbated by the experience of being trapped in the garden. Account was also taken of sections 3 and 4 of the DCLG guidance on civil penalties under the Housing and Planning Act 2016.
25. On 25 September 2017 Mr Oatt served notices of intention to issue the financial penalties.
26. The first representation to the notice of intention was received from Nest in an email dated 13 October 2017. In this email it is stated that the Property was regularly inspected at regular intervals and no evidence of subletting was discovered. It was also claimed that the breaking of the glazed window occurred on 8 August 2017 and that the issue was acknowledged on 11 August 2017.
27. Further condition audits had been supplied and by letter of 16 October 2018 Mr Oatt asked why these had not been supplied in response to the condition audit letter. Mr Oatt also asked why the need for so many beds in the property had not been questioned as he found the notion that regular inspections had been carried out to not be credible.
28. The second representation was received from Nest on 18 October 2017 which included a further previously unseen inspection report dated 29 September 2016. It was claimed that the extra bed in the ground floor room was for guests and the upstairs rooms were for family.

29. Mr Oatt did not find it acceptable that the damage to the back door window was left so long as the licence holder and managing agent were aware of it from 24 July 2017 when they attended the inspection. This defect was said to have left the occupiers vulnerable to excess cold and at risk of entry by intruders. It also presented a risk of injury through cuts from broken glass. Nest should have been aware of their duty of care to the occupiers and were able to carry out small repairs under the terms of the management agreement.
30. A further representation was made by email by Nest on 2 November 2017. It was stated that the local authority should have requested the missing inspection reports and that the tenant was responsible for breakages under clause 3.20 of the tenancy agreement.
31. A final response was sent by Mr Oatt dated 3 November 2017 confirming that the excuse given by Nest that Newham had not requested inspection reports was unacceptable. As far as clause 3.20 was concerned Newham did not accept that a defect should have been left for so long as the occupier was on benefits which had been suspended as both Mr Amin and Nest have an overarching duty of repair and maintenance.
32. On 6 November 2017 the actual final financial penalty notices were served (the "Final Penalty Notices").
33. Two separate notices were served on the landlord and agent, one in respect of the offence under the management regulations and one for breach of section 72(1) of the Housing Act 2004 for failing to licence an HMO and for breach of licence conditions.
34. The penalties imposed on the landlord were £5,000 per notice in line with the matrix calculations.
35. The penalties imposed on the agent were £2,500 per notice in line with the matrix calculations.
36. In accord with the DCLG guidance on civil penalties under the Housing Act 2016 each financial penalty notice makes the recipient aware of the penalty amount, the reasons for imposing the penalty, information on how to pay and how to appeal.

The Appeal

37. On 30 November 2017 both Nest and Mr Amin submitted appeals against the Penalty Notices. The grounds of appeal were set out in witness statements made by Mr Hadiya, director of Nest, and by Mr Amin.
38. Evidence for Nest was given by Mr Hadiya, a director. He explained by way of background that the tenants, Mr and Mrs Elamin and their children, were

already in the Property when Nest was asked to take over management. It is usually the case that Nest will find the tenants. For this reason, he says that it was originally intended that the management would be for rent collection only. However, he accepted that Nest's involvement went beyond rent collection and that Nest in fact were managing the Property. When asked from what date Nest had managed the Property Mr Hadiya's evidence conflicted with various dates of September, October and November 2016 being given.

39. Mr Hadiya was asked why Nest had not provided the September 2016 inspection report when the condition audit letter was served. Mr Hadiya's evidence was that Newham would usually let Nest know if there were missing documents.
40. Mr Hadiya was referred to an inspection report in Newham's bundle which was dated 20 March 2017 and had been provided in response to the condition audit letter. This was confirmed to have been signed by Mr Hadiya who had carried out the inspection. When asked if he had inspected the outbuilding he confirmed that it was locked saying he had asked for a key but none was available and that on prior occasions it had been used for storage so he had no concerns. He could not provide a satisfactory answer as to why this was not recorded in his witness statement. Mr Hadiya was referred to a copy of the same inspection report contained in the Appellants' bundle and asked why on this copy it contained the further manuscript note "*Garden shed locked*" by the item "*Storage- exterior*". Counsel for Newham queried why Mr Hadiya had doctored the original document as sent to Newham and Mr Hadiya maintained it was the same document although he conceded that he may have added the words later but could not recall when.
41. Mr Hadiya accepted that Nest had the right to carry out minor repairs under the terms of their management agreement. However he said that Mr Amin had told him that the police had told Ms Elamin not to repair the window as it was evidence. He accepted that he should have included this in his witness evidence.
42. Mr Hadiya confirmed that Nest now manage in the region of 50 properties and that they try to be as diligent as possible in dealing with repairs.
43. Mr Amin also appeared to give evidence and was assisted by an interpreter. He confirmed that he did take some part in management. This however appeared to be confined to issuing the notice seeking possession. He said that the Property was let to a single household and that as soon as he became aware of the multiple occupation he gave the tenant notice seeking possession. As far as the broken window was concerned his evidence was that the tenant had been advised not to repair it as it was police evidence. His evidence was that he did own 8 other properties which were all let on selective licences and that there was no breach of conditions elsewhere. As far as repairs were concerned Mr Amin confirmed that if the problem was minor

Nest would deal with it without the need for discussion but if the problem was significant he would become involved.

44. Mr Oatt appeared to give evidence for Newham. The facts in Mr Oatt's statement were largely uncontested. Mr Dipre, Counsel for the appellants, suggested in cross examination that there was nothing in the selective licence to put the landlord on notice that if a further occupant were allowed the landlord would be in breach of the licence. Mr Oatt disagreed and referred to the licence conditions which deals with what would happen were there to be occupation by a trespasser, i.e. someone unauthorised. On cross examination Mr Oatt also accepted that the licence holder was obliged to visit only at least every 6 months unless there have been other issues. He accepted that as at his last inspection of the Property around August 2017 that the Property was no longer an HMO as all the occupiers save Mrs Elamin and her family had vacated.
45. Mr Dipre asked whether the broken window was the first anti-social incident at the Property. Mr Oatt said that the over occupancy itself was anti-social. Mr Dipre also suggested that the Walid family were guilty of not behaving properly by having broken the window. Mr Oatt disagreed saying that they had been under severe provocation with no access to bathroom facilities and that if proper management had been in place this would have been picked up earlier. Mr Oatt confirmed that Newham's case centred on the fact that either the Property was not properly inspected or that the appellants knew of the subletting and chose to ignore it. He accepted that Ms Elamin may have sublet the Property without authorisation and confirmed it was a common problem.

Submissions

46. On behalf of Newham Mr Campbell began by referring the tribunal to section 72(1) submitting that as soon as the Walids took up occupation at the property it became an HMO, irrespective of the state of the appellants' knowledge. He also submitted that it was accepted that the persons having control or managing the Property were Nest and/or Mr Amin and that this was made out beyond reasonable doubt. The only relevant statutory defence open to the appellants was reasonable excuse for the breach under section 95.
47. Mr Campbell submitted, and it was accepted during Mr Hadiya's oral evidence, that Nest was managing the Property as a managing agent. It was also said that Mr Amin had a significant part in the management and also met the definition of manager.
48. Mr Campbell submitted that the question of knowledge had no relevance to section 72(1) and that one can be in breach of the requirements even if one has never heard if an HMO. The tribunal was urged to treat Mr Hadiya's evidence with caution. We had been provided with 2 different versions of the March 2017 inspection report with wording being added some time after this

appeal was made. It was submitted that the wording was added in a clear attempt to boost their case and the tribunal should have little or no confidence that an inspection took part in March 2017. If the tribunal found that no inspection took place in March 2017 then it could not be a reasonable excuse that an inspection did not take place. If an inspection did take place on 21 March 2017 on Mr Walid's evidence the Walid family was already in occupation and steps should have been taken to ensure the outbuilding was properly inspected. Mr Campbell also submitted that there was evidence that the Property was inspected more recently than March 2017 with an email suggesting that a visit had taken place by Nest since then. It was submitted that the appellants' evidence was at best confused and at worst evasive.

49. As far as the window was concerned the appellants had claimed that the window was broken on 8 August 2017 which was clearly untrue as it had been witnessed by Mr Oatt before that date. The claim that the window could not be repaired as it was evidence was said to clearly be nonsense which would have been raised in the witness evidence had it been true.
50. It was submitted that the owner and manager were either dishonest or incompetent and that ignorance of the law is no defence.
51. On behalf of the appellants Mr Dipre accepted Mr Campbell's submissions on the statutory material and agreed that the relevant question for the tribunal was whether the appellants had a reasonable excuse in respect of the breaches.
52. Mr Dipre submitted that Newham had charged for the same offence twice. He submitted that the important question was knowledge. The evidence from Mrs Elamin confirmed that she received the rent and the burden of proof as to when the Walids took up occupation was said to lie on Newham. As far as knowledge was concerned it was not open, he said, to inspect the Property every week due to the covenant of quiet enjoyment. He submitted that an inspection did take place in March 2017 which was evidenced by the inspection report. Although notes had subsequently been added to that report this was not an attempt to "pull a fast one" albeit unlawfully.
53. Mr Dipre invited the tribunal to find Mr Amin's evidence truthful. He had no financial benefit in allowing a sub tenancy to the Walids and everything to lose.
54. As far as the broken window was concerned he submitted that occupiers also had a duty to take reasonable care of the Property. Although there was some resistance to carrying out that repair initially it was repaired in time. It was submitted that the appellants waited only a month to repair the window and it was a reasonable excuse to rely on the terms of the tenancy agreement as to responsibility for repairs.

Decision and Reasons

In relation to Mr Hadiya

55. For the following reasons the Tribunal upholds the Final Penalty Notices both in the sum of £2,500.

56. Firstly, the Tribunal is satisfied that the Property was occupied as a House in Multiple Occupation to which the Management of Houses in Multiple Occupation (England) Regulations 2006 applied. It is also satisfied beyond reasonable doubt that Nest was in breach of those regulations and was guilty of an offence under section 234(3) of the Housing Act 2004. This was not disputed by Nest.

57. So far as the level of the financial penalty is concerned the Tribunal decides the following:

1. The matrix used by Mr Oatt is properly based on the DCLG guidance and the Tribunal considered that it worked effectively to distribute the weight of the allocated criteria across the range of possible fines up to £30,000.
2. In deciding on the scores for each of the individual criterion, the officer concerned is required to apply their expertise to the circumstances and background to the offence to allocate appropriately.
3. Having regard to the following the Tribunal is satisfied that two penalties of £2,500 are appropriate:
 1. Both parties agreed that the Property was a HMO at the relevant time. Mr Hadiya relied on an inspection report dated 21 March 2017 to suggest that Nest had carried out regular inspections and could not have been aware of the unauthorised subletting. The tribunal found that there were many inconsistencies in Mr Hadiya's evidence in relation to the inspections, particularly in relation to the inspection report said to have dated from March 2017 which was accepted to have been altered some time after the inspection and after the appeals were made. It therefore could place little reliance on his evidence and concluded that either regular inspections had not taken place or that a blind eye had been turned to unauthorised occupation.
 2. The broken window found during the inspections and the failure to repair for a period of one month were serious matters and a clear indication that very little active management took place at the Property. There was an overriding duty to keep the Property in good repair and the broken window was a real risk to the occupants which included children.

58. Accordingly, the appeal by Nest is dismissed.

In relation to Mr Amin

59. For the following reasons the Tribunal upholds the appeal in relation to the Final Penalty Notice in the sum of £5,000 under section 72(1) of the Housing Act 2004 and dismisses the appeal in respect of the notice in relation to the failure to comply with Management Regulations under section 234(3) of the Housing Act 2004 in the sum of £5,000.
60. Firstly, the Tribunal is satisfied that the Property was occupied as a House in Multiple Occupation to which the Management of Houses in Multiple Occupation (England) Regulations 2006 applied. It is also satisfied beyond reasonable doubt that Mr Amin was in breach of those regulations and was guilty of an offence under section 234(3) of the Housing Act 2004.
61. So far as the level of the financial penalty is concerned the Tribunal decides the following:
- (a) The matrix used by Mr Oatt is properly based on the DCLG guidance and the Tribunal considered that it worked effectively to distribute the weight of the allocated criteria across the range of possible fines up to £30,000.
 - (b) In deciding on the scores for each of the individual criterion, the officer concerned is required to apply their expertise to the circumstances and background to the offence to allocate appropriately.
 - (c) The Tribunal's findings in relation to each notice are as follows:
 - 1. Both parties agreed that the Property was a HMO at the relevant time. Nest were the managing agents at the relevant time and the tribunal accepted Mr Amin's evidence that it was appropriate for him to delegate the management to managing agents. As part of that management agreement Nest agreed to carry out regular inspections and it was reasonable for Mr Amin to rely on that agreement. The tribunal therefore allows the appeal in relation to the notice served under section 72(1) of the 2004 Act.
 - 2. The broken window found during the inspections and the failure to repair for a period of one month was serious and a clear indication that very little active management took place at the Property. Mr Amin was aware of the broken window being present at an inspection. There was an overriding duty to keep the Property in good repair and the broken window was a real risk to the occupants which included children. Mr Amin should have taken steps to ensure that the repair was carried out promptly. The tribunal therefore dismisses the appeal in relation to the

notice under section 234(3) of the Management Regulations and confirms the penalty of £5,000.

62. Accordingly, in summary the appeal by Mr Amin is upheld in relation to the alleged offence under section 72(1) is upheld and in relation to the offence under section 234(3) is dismissed.

Name: Judge O'Sullivan

Date: 15 May 2018

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).