FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/12UE/LBC/2013/0004**
Property	**:**	**14, Parkside Flats, High Street, South Dunstable LU6 3SE**
Applicant	**:**	**Parkside Flats Limited**
Respondent	**:**	**Martin Davies**
Date of Application	**:**	**10th July 2018 (rec'd 23rd July 2018)**
Type of Application	**:**	**Application for a determination whether a breach of a covenant or condition in a lease has occurred (Section 168 (4) Commonhold and Leasehold Reform Act 2002)** **Application for Costs under Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013**
Tribunal	**:**	**Judge John R Morris** **Mr David S Brown FRICS**
Date of Hearing	:	**5th December 2018**
Adjournment Dates	:	**7th February, 25th March 2019, 23rd April 2019**
Final Representations	**:**	**21st June 2019**
Date of Decision	**:**	**3rd July 2019**

DECISION

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Decision

1. The Tribunal finds that there has been a breach of Schedule 4 Part 2 paragraphs (1) and (2) and Schedule 8 paragraphs 3, 6(E) of the Lease and therefore a breach of covenant has occurred.

2. The Tribunal makes no order for costs under Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013.

Reasons

Introduction

3. On 23rd July 2018 (dated 10th July 2018) the Tribunal received an application from Parkside Flats Limited (the Applicant), the Landlord of 14 Parkside Flats (the Property), for a determination that the Leaseholder of the Property (represented by the Respondent) is in breach of a covenant or condition in a lease between the parties (Section 168 (4) Commonhold and Leasehold Reform Act 2002) and for a determination for costs under Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013.

The Law

4. Section 168 of the Commonhold and Leasehold Reform Act 2002 states:

   (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 (c20) (restriction of forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless (2) is satisfied.

   (2) This subsection is satisfied if it has been finally determined on an application under subsection (4) that the breach has occurred or the tenant has admitted the breach

Documents

5. Documents received are:
   - Application Form
   - Directions
   - Copy of the Lease dated 11th January 1987 between Riverside Housing (Dunstable) Limited (1) and William Rayner and Hazel Anne Rayner (2)
   - A copy of the Land Registry Entry Number BD956882 for the Absolute Leasehold title of the Demised Premises.
   - Applicant's Statement of Case in the form of a Witness Statement of Martin Reginald James Foster dated 20th October 2018 as Chairman and Director of the Applicant
   - Report of Condition by Ms Jean Howe BSc FRICS Dip Arb of Diamond Kirkby Chartered Surveyors

The Lease

6. The Lease dated 11th January 1987 between Riverside Housing (Dunstable) Limited (1) and William Rayner and Hazel Anne Rayner (2). The Property is demised for term of 125 years from 25th March 1982.

7. Land Registry Entry Number BD956882 states that the Property was assigned to Trevor Gordon Davies on 22nd November 1994.

8. The relevant terms of the Lease which is said the Respondent is in breach of are as follows:

9. Fourth Schedule Part II

(1) To keep the Demised Premises and all additions to the demised Premises in good substantial and tenantable repair and condition (except as to damage by any Insured Risks unless the insurance shall have been vitiated by any act or default of the Lessee or his employees agents invitees or licensees)

(2) To keep the interior of the Demised Premises in good decorative condition and in the year 1985 and in every subsequent seventh year and in the last year of the term to paint with two coats of good quality paint and redecorate in good and workmanlike manner all parts of the interior of the Demises Premises previously or usually painted or decorated

(3) To ensure that the Demised Premises and its use complies with all requirements contained in or imposed under every applicable Act of Parliament (whether the requirement is imposed on the Lessor or the Lessee) and to indemnify the Lessor against any non-compliance with any of those requirements and the cost of complying with them

10. Eighth Schedule

3. Not to keep any combustible dangerous or offensive substances or goods in the demised Premises or the Building

6.

(A) Not to do anything to cause a nuisance damage disturbance danger or annoyance to the Lessor or to the owners lessees tenants or occupiers of the remainder of the Property or any adjacent property nor to cause any changes to the Property

(D) To maintain a tidy appearance at the windows of the Demised Premises and to keep them suitably curtained and to clean the window glass at least once in every three weeks

(E) Not to bring or keep on the Demised Premises anything which in the opinion of the Lessor is or may become unclean unsightly or detrimental to the Demised Premises or the Property

15. To lay and maintain good quality carpeting and underlay or other sound deadening material in all parts of the flat forming part of the Demised Premises except the kitchen and the bathroom

Inspection

11. The Tribunal inspected the Property in the presence of the Respondent and a representative of the Applicant, Mr A A B Musannif, who is a Director of the Applicant and attended in the absence of Mr Foster the Chairman who was on important business related to his work.

12. The building was constructed in 1967 and is a purpose-built block of 18 flats over four floors. The building is constructed of brick under a flat roof. There is a communal car park around the building accessed by a barrier. There is a brick wall and hedge boundary. Access to the internal common parts is via an intercom door entry system linked to the individual flats. The internal common parts comprise a hallway, stairs and landings which are utilitarian with metal hand rails and thermoplastic tiled floors. This area is generally well maintained.

13. The flat, which is on the third floor, has been forcibly entered by the Applicant in the belief that water was leaking from the installations. It was found that this was not the case but as the flat was empty the electricity and water were turned off at the main switch and stopcock in the flat. The locks have also been changed and the keys are held by the Applicant's representatives. The named Respondent has no access.

14. The flat comprises a hallway, a bathroom, a kitchen, a living room and two bedrooms. Off the hallway are two store cupboards, one of which houses the electric meters and the other the cold-water tank and water heater. Space heating was originally by a warm air system the vents of which are still in situ. Heating is now by night storage heaters. All the windows are double glazed upvc units except the window in the second bedroom which is single glazed and of timber.

15. The living room and two bedrooms contain a very large quantity papers and documents some of which appears to be waste paper and similar detritus. Some attempt has been made to bag this up. However, the floors of each room are covered and the bedroom was difficult to enter due to the quantity of paper. The kitchen and bathroom are dated. There are currently two mattresses upended in the bath. The flat requires redecorating. A section of skirting in the hall way is rotten. The timber window frame in the second bedroom also has signs of rot. The front door is damaged, possibly due to the forced entry.

Background

16. Mr Martin Foster as Chairman and Director of the Applicant provided a witness statement dated 20th October 2018 in which he said that the Leasehold interest was registered in the name of Trevor Gordon Davies who was the deceased father of Martin Davies, the Respondent.

17. Mr Trevor Davies appears to have died intestate in 2007 and the flat so far as Mr Foster is aware has not been occupied since that date.

18. There is an outstanding mortgage still recorded on the Land Registry Entry as at 6th November 2018.

19. Mr Foster stated that he had received complaints from occupants of flats on the same floor regarding odours and flies emanating from the Property although no witnesses were called to verify this.

20. Mr Foster said that the Property had been forcibly entered in the course of investigating a water leak, the source of which was believed to be in the Property. In fact, the water was coming from the flat above. As the Property was found to be unoccupied, there were concerns about leaks and the condition of the electrical installation and so the utilities have been turned off.

Alleged Breaches

21. The Surveyor's Report erroneously identified Schedule 4 of the Lease as Schedule 2. The Tribunal appreciated that this was due to a transposition error when drawing up the Report which led to its repetition for each item. The Tribunal has corrected this error. The alleged breaches are identified in the Surveyor's Report as follows:

    1. The flat is full of rubbish contrary to: Schedule 4 Pt 2 para (1), Schedule 8 paras 6(A) & (E) & 15.
    2. The flooring surfaces within the flat are in disrepair contrary to: Schedule 4 Pt 2 para (1), Schedule 8 paras 6(A) & (E) & 15.
    3. The Property is filthy and needs a full cleaning down prior to redecoration contrary to: Schedule 4 Pt 2 paras (1) & (2).
    4. The interior of the flat has not been decorated in accordance with the requirements of the Lease Schedule 4 Pt 2 paras (1) & (2).
    5. The kitchen units are in disrepair. Four drawers of an eight draw unit have been affected by water which has caused delamination. The single stainless-steel drainer sink is not in working order as there is no water to the taps. The taps are not in working order and will need replacement contrary to: Schedule 4 Pt 2 para (1).
    6. The ceramic tiling to the splashback currently three rows of 6" x 6" tiles many of which have fallen off contrary to: Schedule 4 Pt 2 para (1).
    7. The entirety of the electrical installation throughout the property does not meet any current NICEIC standards and is unsafe contrary to: Schedule 4 Pt 1 para (3) & Pt 2 para (1).
    8. There is a section of rotten skirting (2.0 m) within the hall, on the wall to the bathroom indicating past long-term water leakage contrary to: Schedule 4 Pt 2 para (1).
    9. Original insulated square copper hot water cylinder will have corroded due to lack of use contrary to: Schedule 4 Pt 2 para (1).
    10. Bathroom suite is defunct, filthy and damaged contrary to: Schedule 4 Pt 2 para (1), Schedule 8 para 6(D).
    11. The window to bedroom 2 is decayed and not in working order contrary to: Schedule 4 Pt 2 para (1).

The Proceedings

22. On 5th December 2018 a hearing was held which was attended by Mr Musannnif as a representative of the Applicant, Mr Mark Dencer, Counsel for the Applicant and the Respondent. At the hearing the following information was provided by those attending. The registered proprietor of the flat, Mr Trevor Davies, had apparently died in 2007 intestate and no letters of administration had been obtained in order for the interest to be vested in an administrator or beneficiary who could respond to the Application. Mr Trevor Davies's son, Mr Martin Davies, had arranged and paid for his father's funeral and paid some debts. By reason of this involvement with his father's estate Mr Martin Davies had been named as the Respondent to the Application.

23. Mr Martin Davies said that the front door lock had been changed by the Applicant and that he was now no longer able to obtain access to obtain documents or to clean and carry out work on the Property.

24. On behalf of the Applicant it was stated that it was necessary for the Landlord to be able to gain access to the Property because it was unoccupied and in poor condition and posed a risk to other adjacent flats.

25. At the hearing Mr Martin Davies said that his only brother died intestate, following his father's death, leaving an adopted child and that his mother, Mr Trevor Davies's spouse, was still alive although she had been divorced from his father.

26. The difficulty for the Tribunal was that Mr Davies's brother would probably have been entitled to a share of the value of the flat on his father's death, in which case his adopted son could now have a claim. Also, Mr Davies's mother could possibly make a claim on the father's estate and therefore both could have an interest in these proceedings. Furthermore, from the Land Registry Entry for the Property it was noted that a mortgage loaned by Santander appears not to have been discharged. The Tribunal has given notice to Santander of the proceedings together with all the relevant documentation.

27. At the hearing Mr Davies said he would apply for Letters of Administration and on the strength of this agreement the Tribunal decided to adjourn the case until 7th February 2019. The Tribunal was of the opinion that if Mr Martin Davies was officially his father's personal representative it could be satisfied under rule 34 that he was the only Respondent and the proceedings could progress.

28. On 5th February 2019 the Applicant's Counsel, Mr Mark Dencer, submitted an opinion with a view to moving matters on, that the Tribunal might through its case management powers under rule 6 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the Rules) make an order similar to that expressly empowered and regularly made under CPR 19.8(2)(b) to appoint Mr Martin Davies to represent the estate of Mr Trevor Davies and such order protects all potential beneficiaries.

29. In response the Tribunal found that CPR19.8(2)(b) does not apply to this Tribunal's proceedings and on examining Rule 6 of the Rules, the Tribunal finds that there is no equivalent power. In addition, it is not clear who has an interest in the claim and therefore the Tribunal would not be able to comply with CPR19.8(4) and to proceed as suggested.

30. On 11th February Mr Martin Davies wrote to the Tribunal stating that he was taking legal advice and in the process of completing the necessary form to apply for Letters of Administration. The Tribunal found that Mr Davies was making progress and therefore, the Proceedings were further adjourned until 25th March 2019 with the proviso that if the Letters of Administration had not been obtained by then, Mr Davies was to provide a full account of the progress made and reasons for any continuing delay.

31. The period for the adjournment elapsed and no communication had been received from Mr Davies. Before taking any further steps, the Tribunal required Mr Davies to provide to the Tribunal and to the Applicant, with a copy to Santander, the Mortgagee, a full account of the progress made and reasons for any continuing delay by 5.00 p.m. on 23rd April 2019. He did not do so and the Tribunal considered that it had given Mr Martin Davies a reasonable opportunity to officially become Mr Trevor Davies's personal representative.

32. The Tribunal is mindful of Article 6 of the Human Rights Act, which requires a tribunal to hear matters within a reasonable time, and the overriding objective in Rule 3 of the Rules, which requires a tribunal to deal with cases fairly and justly taking into account the matters referred to in paragraph (2) of the Rule.

33. The Tribunal is satisfied that Mr Martin Davies is probably a beneficiary to his father's estate. He also appears to have taken some responsibility for dealing with the estate and is probably the most likely person to take the role of Mr Trevor Davies's personal representative. It is therefore satisfied that it is reasonable to accept Mr Martin Davies as a Respondent for the purposes of these proceedings. There are potentially other beneficiaries who could be interested persons but the Tribunal has not been notified of their names and addresses and so could not provide them with a copy of the Application.

34. In addition, as the alleged breaches relate to the physical state of the Property the determination as to whether or not there is a breach will rest on what the Tribunal saw at the inspection. Therefore, the Tribunal is of the opinion that there is nothing that any other beneficiaries or interested persons could usefully add to its deliberations on the relevant question of whether or not there has been a breach.

35. The Tribunal is also aware that these proceedings are the first stage in a two-stage process. If, as the first stage, the Tribunal were to find that there was a breach the second stage of enforcement proceedings would have to be taken to the County Court to which the Civil Procedure Rules apply. The County Court has a wider jurisdiction and range of orders it can make and so be better equipped to deal with the issue of the identification of the Respondent and any other interested persons. Therefore, the Tribunal intends to make a

determination on the basis that Mr Martin Davies is the only Respondent to these proceedings.

36. On 22nd May 2019 the Tribunal informed the parties that it intended to make a decision based upon the Lease, the inspection and the written and oral representations made at the hearing on 5th December 2018. It also required the parties to make any further representations in writing by 5.00 p.m. on 21st June 2019, after which date the Tribunal will make its decision. It also reminded the parties that the application included a request for costs under Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013 and that any representations should address this issue.

37. On the understanding that the Tribunal found that there was a breach of the Lease the Applicant submitted a statement of costs incurred for which it sought reimbursement under Rule 13 as follows:

Solicitor's' Fees		
Letters/emails sent	69 units at £18.50	£1,276.50
Attendances	63 units @ £18.50	£1,165.50
Total		£2,442.00
Disbursements		
Surveyor's Report Fee (£1,200.00 + VAT)		£1,440.00
Office copy entries		£15.00.00
Total		£1,455.00
Counsel's Fees		
Advice (£500.00 +VAT)		£600.00
Drafting Application to Tribunal (£300.00 + VAT)		£360.00
Attendance at Tribunal (£750.00 + VAT)		£900.00
Total		£1,860.00
Total Costs		***£6,245.00***

38. The Respondent provided no further representations.

39. No representations have been received from the Mortgagee on ay aspect of the proceedings.

Decision

40. The Tribunal finds that the Ground Rent was paid late for the years 2002-2007 and so a breach of covenant has occurred in respect of all those years and has not been paid for the 5 years ending 31st March 2008 to 2012.

41. The Tribunal considered each of the alleged breaches based upon what it had seen at the Inspection as follows:

    1. The flat is full of rubbish contrary to: Schedule 4 Pt 2 para (1), Schedule 8 paras 6(A) & (E) & 15.

The Tribunal found that there was a very large quantity of paper and documents of various description and other detritus covering the floor of the living room and two bedrooms. An old mattress was found in the bath.

2. The flooring surfaces within the flat are in disrepair contrary to: Schedule 4 Pt 2 para (1), Schedule 8 paras 3, 6(A) & (E) & 15.

   The Tribunal found it difficult to see the floors due to the papers covering them. However, the Tribunal accepted that the carpets and floor coverings were in poor condition.

3. The Property is filthy and needs a full cleaning down prior to redecoration contrary to: Schedule 4 Pt 2 paras (1) & (2).

4. The interior of the flat has not been decorated in accordance with the requirements of the Lease Schedule 4 Pt 2 paras (1) & (2).

   With regard to items 3 and 4, the tribunal agreed that the flat needed redecorating and that a full cleaning would be required prior to this.

5. The kitchen units are in disrepair. Four drawers of an eight-drawer unit have been affected by water which has caused delamination. The single stainless-steel drainer sink is not in working order as there is no water to the taps. The taps are not in working order and will need replacement contrary to: Schedule 4 Pt 2 para (1).

6. The ceramic tiling to the splashback currently three rows of 6" x 6" tiles many of which have fallen off contrary to: Schedule 2 Pt 2 para (1).

   With regard to items 4 and 5, the Tribunal found that the kitchen was dated and basic and in a poor condition. The water has been turned off and therefore the Tribunal could not make a finding that the sink was not in working order or that the taps required replacement until both had been tested by a plumber with the water supply on.

7. The entirety of the electrical installation throughout the property does not meet any current NICEIC standards and is unsafe contrary to: Schedule 4 Pt 1 para (3) & Pt 2 para (1).

   In the absence of an electrical report the Tribunal could not find that the electrical installation throughout the property does not meet any current NICEIC standards and is unsafe.

8. There is a section of rotten skirting (2.0 m) within the hall, on the wall to the bathroom indicating past long-term water leakage contrary to: Schedule 4 Pt 2 para (1).

   The Tribunal found that there was a section of rotted skirting (2.0 m) within the hall, on the wall to the bathroom.

9. Original insulated square copper hot water cylinder will have corroded due to lack of use contrary to: Schedule 4 Pt 2 para (1).

10. Bathroom suite is defunct, filthy and damaged contrary to: Schedule 4 Pt 2 para (1), Schedule 8 para 6(D).

    With regard to items 9 and 10 the Tribunal found that the bathroom was dated and basic and in a poor condition. However, the water has been turned off and therefore the Tribunal could not make a finding that the hot water cylinder sink was corroded or that the bathroom was "defunct" until both had been tested by a plumber with the water supply on.

11. The window to bedroom 2 is decayed and not in working order contrary to: Schedule 4 Pt 2 para (1).

    The Tribunal fond that the window in bedroom 2 is decayed and not in working order.

42. Therefore, with regard to the alleged breaches the Tribunal therefore found as follows:

43. The quantity of paper and other detritus (item 1), the poor condition of the carpet (item 2), the disrepair of the kitchen units (item 5) and the rotting skirting board (item 10) and window (item 11) amount to a breach of Schedule 4 Pt 2 para (1) of the Lease which required the Tenant to keep the Demised Premises and all additions to the demised Premises in good substantial and tenantable repair and condition.

44. The Property requires cleaning and redecorating (items 3 and 4) and the kitchen required re-tiling (item 6) which amount to a breach of Schedule 4 Pt 2 para (2) of the Lease which requires the Tenant to keep the interior of the Demised Premises in good decorative condition and in the year 1985 and in every subsequent seventh year … of the term to paint with two coats of good quality paint and redecorate in good and workmanlike manner all parts of the interior of the Demises Premises previously or usually painted or decorated

45. With regard to item 1, the Tribunal found that the amount of paper and other detritus in the living room and bedrooms amounts to a breach of Schedule 8 paragraph 3 which states that the Tenant must not keep any combustible dangerous or offensive substances or goods in the Demised Premises or the Building. The large quantity of paper was in the opinion of the Tribunal a fire risk and therefore dangerous. It also amounted to a breach of Schedule 8 paragraph 6(E) which prohibited the Tenant bringing or keeping on the Demised Premises anything which in the opinion of the Lessor is or may become unclean unsightly or detrimental to the Demised Premises.

46. Therefore, the Tribunal determines that pursuant to Section 168 (4) Commonhold and Leasehold Reform Act 2002 the Respondent is in breach of those covenants of the Lease

47. The Tribunal was not able to make a finding of any breach of Schedule 4 paragraph (3) of the Lease due to the condition of the plumbing or electrical installation without a plumbing or electrical engineers report. The fact that the kitchen and bathroom are dated and basic would not amount to a breach of the Lease.

48. The Tribunal was also not able to make a finding that the condition of the floor coverings amounted to a breach of Schedule 8 paragraph 15 as they could not be inspected properly due to the quantity of paper covering them.

49. There was insufficient evidence to show a breach of Schedule 8 paragraph 6 (A) or (D) i.e. that the Tenant has done anything to cause a nuisance damage disturbance danger or annoyance to the Lessor or to the owners lessees tenants or occupiers of the remainder of the Property or any adjacent property or that the Tenant has failed to maintain a tidy appearance at the windows of the Demised Premises and to keep them suitably curtained and to clean the window glass at least once in every three weeks.

50. The issue as to whether forcible entry and the retention of the keys to the new lock to the exclusion of Mr Martin Davies is justified is not a matter for the Tribunal but may be considered in any subsequent County Court proceedings.

Costs

51. The Applicant has applied for costs in respect of these proceedings. In considering whether costs can be awarded the Tribunal noted the decision of *Willow Court Management Company (1985) Limited v Mrs Ratna Alexander; Ms Shelley Sinclair v 231 Sussex Gardens Right to Manage Limited; Mr Raymond Henry Stone v 54 Hogarth Road, London SW5 Management Limited* [2016] UKUT 290 (LC), LRX/90/2015, LRX/99/2015, LRX/88/2015 at paragraph 62:

"The residential property division of the First-tier Tribunal is a costs shifting jurisdiction by exception only and parties must usually expect to bear their own costs…".

52. Therefore, the Tribunal's jurisdiction is one in which costs are not generally borne by a losing party. Such a principle would be used as a deterrent in future to try to prevent people (usually of modest means) challenging cases before a tribunal. Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013 applies in these cases which states that:

(1) The Tribunal may make an order in respect of costs only-

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in-

(ii) a residential property case

53. There has to be very good grounds indeed for a losing party to be ordered to repay fees and the Tribunal finds that such grounds do not exist in this case.

54. In relation to applications under paragraph 13 the Upper Tribunal in *Willow Court Management Company (1985) Limited v Mrs Ratna Alexander;* set out a three-stage test for tribunals to apply as follows:
    (i) Whether the Applicant had acted unreasonably, applying an objective standard;
    (ii) If unreasonable conduct is found, whether an order for costs should be made or not;
    (iii) If so, what should the terms of the order be?

55. The Tribunal also took into account the meaning of "unreasonable" in *Ridehalgh v Horsefield* [1994] Ch. 205 which dealt with a wasted costs order, the principles of which we consider apply in this case:

    "Unreasonable" means what it has been understood to mean in this context for at least half a century. The expression aptly describes conduct which is vexatious, designed to harass the other side rather than advance the resolution of the case, and it makes no difference that the conduct is the product of excessive zeal and not improper motive. But conduct cannot be described as unreasonable simply because it leads in the event to an unsuccessful result or because other more cautious legal representatives would have acted differently. The acid test is whether the conduct permits of a reasonable explanation. If so, the course adopted may be regarded as optimistic and as reflecting on a practitioner's judgement, but it is not unreasonable.

56. In the present case Mr Martin Davies found himself to be the Respondent to answer an allegation that there was a breach of a Lease under which his father had held the Property. Mr Davies may, along with others, potentially have an interest in the Property. Taking in to account the uncertainty in respect of the leasehold interest Mr Davies cannot be considered to have acted unreasonably in his response to these proceedings.

57. Notwithstanding that he agreed to seek to obtain Letters of Administration, his doing so was for the convenience of these proceedings and to allow progress to be made. It is not known how he fared in that endeavour or to what extent his lack of access to the Property restricted his ability to do so. Nevertheless, he cannot be said to have acted unreasonably in failing to attempt Letters of Administration. He did attend the hearing and provided relevant information to the Tribunal.

58. The Tribunal finds that Mr Davies has not acted unreasonably and therefore makes no order for costs under Rule 13 of the Tribunals Procedure (First Tier Tribunal) Property Chamber) Rules 2013.

Judge JR Morris

Annex – Right of Appeal

1. 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.

2. 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.

3. 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.

4. 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.