



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

<b>Case reference</b>	:	<b>CAM/22UG/HNA/2021/0026</b>
<b>HMCTS code (audio, video, paper)</b>	:	<b>V: CVPREMOTE</b>
<b>Property</b>	:	<b>16 Shepherd Drive, Colchester, Essex CO4 5BW</b>
<b>Applicant</b>	:	<b>Jennifer Ruffell</b>
<b>Respondent</b>	:	<b>Colchester Borough Council</b>
<b>Type of application</b>	:	<b>Appeal against financial penalty Section 249A &amp; Schedule 13A to the Housing Act 2004</b>
<b>Tribunal members</b>	:	<b>Judge David Wyatt Mrs Michele Wilcox BSc MRICS</b>
<b>Date of decision</b>	:	<b>5 November 2021</b>

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**DECISION**

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**Covid-19 pandemic: description of hearing**

This has been a remote video hearing. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents we were referred to are described in paragraph 3 below. We have noted the contents.

**Decision**

The tribunal hereby cancels the final notice dated 28 April 2021 which sought to impose a financial penalty for an alleged offence under section 72(1) of the Housing Act 2004 (the “**Act**”) in respect of the Property.

## **Reasons**

### **The application**

1. This application is the Applicant's appeal against a financial penalty imposed by the Respondent local housing authority under section 249A of the Act. The relevant final notice dated 28 April 2021 sought to impose a penalty of £14,000 for an alleged offence under section 72(1) of the Act of control or management of an HMO which was required to be licensed but was not.

### **Procedural history**

2. On 17 February 2021, the Respondent gave notice of its intention to impose a financial penalty of £14,000. The Applicant requested further information about the alleged offence and this was provided on 3 March 2021, with an extension of time for representations. On 6 April 2021, following further correspondence, the Applicant made written representations, updated on 20 April 2021 with additional documents. On 28 April 2021, the Respondent sent their response and final notice seeking to impose the same penalty of £14,000.
3. The Applicant's appeal application was received by the tribunal on 2 June 2021. On 13 July 2021, a judge gave case management directions. These extended the time limit under Rule 27 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 to the date the application was received. The directions required the Respondent to produce a bundle of the documents they relied upon and the Applicant to produce their bundle of documents in response, with permission for a reply from the Respondent. The Respondent produced their hard copy bundle of 350 pages. The Applicant did not produce bundles as directed and was given an extension of time to do so. The Applicant ultimately confirmed by e-mail dated 15 September 2021 that she did not wish to rely on any documents other than those in the Respondent's bundle and a copy of her HMO licence for 128E Barking Road in London, which was attached to her e-mail. There was no inspection. The tribunal had indicated in the directions that it considered an inspection was not necessary. None of the parties requested an inspection. At the hearing on 7 October 2021, the Applicant represented herself and gave evidence. The Respondent was represented by Victoria Jempson of Counsel. Daniel Ward, an environmental health officer in the Respondent's private sector housing team, gave evidence.

### **Basic evidence**

4. In February 2019, the Applicant consulted the Respondent about a different property in Colchester, saying she was a "...*little unsure on housing classifications...*". The Respondent confirmed that HMO was not required to be licensed, because it only had four occupiers, and planning permission was not required.

5. The Applicant purchased the freehold title to the Property on 5 June 2019 for a declared price of £275,000, with a mortgage. The Respondent had obtained copy marketing details for the Property from “OpenRent”, apparently from 2019. The relevant entries state they were last updated around one year and seven or eight months ago. They offered: “5 lovely bedrooms ... All rooms are being refurbished to a high spec...”. The full description gives a weekly rent for each room, ranging from £120 for “room 5” to £137 for “room 1”. It indicates a letting had been agreed and the Property had been taken off the market from 9 July 2019. Mr Ward pointed out that the most recent entry referred to “1 lovely bedroom” becoming available in “Nov”, saying this indicated all five bedrooms had been rented as early as July 2019.
6. The only copy tenancy agreement requested and provided was between the Applicant and James Henwood for the “larger double bedroom”. It is dated 23 July 2019 for a term from 27 July 2019 at a rent of £559 per month. It states: “the maximum number of people permitted to occupy the property is 5”. However, it includes covenants (at clause 9.32 and 9.33) not to assign, sublet or part with or share possession, or to take in any lodger, paying guest “...or person staying on either a permanent or semi-permanent basis...”.
7. Mr Ward wrote to the Applicant on 14 October 2020, explaining the Respondent had received a complaint that the Property was being used as an HMO. He confirmed that, if it was, it must meet the relevant standards (normally the Management of Houses in Multiple Occupation (England) Regulations 2006). He said that, if an HMO was occupied by five or more persons living in two or more separate households, it was required to be licensed. He warned it was an offence under section 72 of the Act to “operate” such an HMO without a licence. After a follow-up e-mail from Mr Ward, the Applicant replied on 7 December 2020. She had not received the letter earlier because she no longer lived at the address to which it had been sent (she had not kept up to date her contact address for council tax enquiries in relation to the Property and other matters). She said (in essence) she had previously been advised that if there were four bedrooms with four tenants a licence was not required, but there would be a fifth tenant in future. In e-mail correspondence on 7 January 2021, Mr Ward asked twice when the fifth person was due to move into the Property. The Applicant responded to other questions, but did not answer this question at the time.
8. Mr Ward visited the Property (after unsuccessful earlier visits) at about 10am on 20 January 2021. He said that, having taken some time to answer, Jhumel Odvina opened the door in the type of clothes people sleep in. Mr Ward said Mr Odvina had told him the Property was a shared house for working people and they were friends, five “persons” in total, with one bedroom on the ground floor and four on the first floor. Mr Ward said Mr Odvina “confirmed” the name of the landlord. Mr Ward said that, unprompted, Mr Odvina gave the names of the other occupiers as James Henwood, Hannah Sweeney, Denise Pascal

and Micah Bleu. Later that day, Mr Ward asked the Applicant for her postal address and she replied, adding: *“The 5<sup>th</sup> tenant would like to move in in February so I will be submitting the licence application tomorrow.”*

9. When Mr Ward explained later that afternoon that a civil penalty was being proposed, the Applicant immediately asked whether someone from the Respondent council could go to the Property and see the fifth bedroom was empty. Late that day, she wrote again saying she would send someone to the Property that week to confirm the fifth room was not being used without her knowledge. She said: *“...Can I just film it, from the road going inside & around the entire house, & show there is only 4 inhabited bedrooms? if the council cannot go there to check? But I do not know where this leaves me legally. Say if the room if being used without my knowledge & no contract, am I still liable to pay £30,000!??? I don't know what action to take. How do I prove I have only given 4 people permission to live there. is it because one of the tenants partners have moved in. This is really stressing me out...”*. That same afternoon, she made her application for an HMO licence.
10. The Applicant acknowledged in her written representations in March/early April 2021 that it had always been her intention to convert the Property to five bedrooms. She produced floorplans dated June 2019, one labelled *“existing”* which shows four bedrooms on the first floor and none on the ground floor, and one labelled *“proposed”* with the same date and a fifth bedroom on the ground floor (the latter, but not the former, had been provided on 23 December 2020 in response to a request from Mr Ward). Mr Ward referred to his exhibit DW48, another *“proposed”* floorplan dated June 2019, which referred to a new fuse board to meet current building regulations. He pointed out that the electrical installation certificate dated 22 July 2019, provided to support the HMO licence application, confirms a new consumer unit had then been installed. A floorplan labelled *“existing”* and dated February 2020, provided on 15 March 2021 to support the HMO licence application, shows five bedrooms, one on the ground floor and four on the first. On 20 April 2021, the Applicant said that, when the Property was first rented in 2019, the room labelled *“bedroom 4”* on the *“proposed”* plan was: *“deemed too small to be used as a bedroom, and required changes to increase the size”*. She insisted the Property was occupied by four persons, not five. She said there was no tenancy agreement or rental payment for a fifth room and only four people were permitted to live in the Property at the relevant time.
11. With her appeal application form, the Applicant enclosed an exchange of text messages on 23 January 2021. Her message reads: *“...I've been informed one of your friends has been staying at the house. Whilst I myself have no issues with this, I'm afraid there needs to be a license in place to have 5 people residing at the property. Overnight for a friend or partner should be fine but because I am not 100% sure of the legalities of this, please refrain from doing even that until I apply for this licence. I will do this next week. & the new bedroom will be rented*

*at some point in the next couple of months when it is finished anyway.” The reply from “Shepherd Drive James” reads: “Yep sure thing Jen, it was just when he was working nights, but won’t do it again then if it is a problem”. The appeal application form also encloses an e-mail dated 11 May 2021 which reads: “...I confirm I did not live at Shepherd Drive house. I stayed there for a while when I was working nights because my home was in London and it was a long way from work so my friend said it was ok to stay and once this was for about 3 weeks but I will not stay there anymore. Jhumel.”*

### **The alleged offence**

12. By subsection 249A(1) of the Act:

*“The local housing authority may impose a financial penalty on any person if satisfied, beyond reasonable doubt, that the person’s conduct amounts to a relevant housing offence in respect of premises in England.”*

13. The penalty in this case was based on an alleged offence under section 72(1). By subsection 249A(2), this would be a relevant housing offence. Under section 72(1), subject to the defence in s.72(4) (where an application for a licence has been duly made, for example) and the defence in subsection 72(5) (where there is a reasonable excuse):

*“A person commits an offence if he is a person having control of or managing an HMO which is required to be licensed under this Part (see section 61(1)) but is not so licensed.”*

14. In response to the enquiries from the Applicant at the representations stage, the Respondent had confirmed its allegation was that on 20 January 2021 the Property was an HMO under the standard test under section 254(2) of the Act and was required to be licensed because it was occupied by five or more persons. This is because, under article 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018, an HMO is of a prescribed description for the purpose of section 55(2)(a) of the Act (and so required to be licensed) if it is occupied by persons living in two or more separate households, meets the standard test or one of the other tests specified in article 4, and is “...occupied by five or more persons...”.

15. At the start of the hearing, the parties confirmed it was not disputed that the Applicant was a person having control of or managing the Property, which was an HMO under the standard test set out in section 254(2). The issue (as to whether the Applicant’s conduct amounted to the relevant offence, subject to any reasonable excuse defence) was whether we were satisfied beyond reasonable doubt that on 20 January 2021 the Property was occupied by five or more persons; if so, the Property was required to be licensed.

## Occupation as a residence

16. By section 262 of the Act, “*occupier*”, in relation to premises, means a person who occupies the premises as a residence (and, subject to the context, so occupies them whether as a tenant or other person having an estate or interest in the premises or as a licensee), and related expressions are to be construed accordingly. As we noted at the hearing, the word “*residence*” is not defined in the Act. The authorities on the meaning (in different, contractual contexts) of expressions such as “*a private residence*” were reviewed in Nemcova v Fairfield Rents Limited [2016] UKUT 303 (LC). Some of those authorities suggest that such expressions involve the use of the property, at least in some way, as a home, pointing to the significant difference between holiday lets for a week or two and a tenancy for several months, but the Upper Tribunal (HHJ Bridge) observed in Nemcova [at 48] that:

*“A person may have more than one residence at any one time – a permanent residence that he or she calls home, as well as other temporary residences which are used while he or she is away from home on business or on holiday ... it is necessary, in my judgment, that there is a connection between the occupier and the residence such that the occupier would think of it as his or her residence albeit not without limit of time.”*

17. One of the authorities considered in Nemcova is C. & G. Homes Ltd. v. Secretary of State for Health [1991] Ch. 365, another contractual case which involved the expression “*private dwellinghouse*” rather than residence. The Court of Appeal held that: “*...whether a property is a private dwellinghouse is a question of fact which involves consideration of the degree of permanence of the occupancy, the relationship between the occupants, whether payment is made for the occupation...*”. That extract is taken from the decision of the Deputy President in Triplerose v Beattie [2020] UKUT 180 (LC) [at 18], which refers to Nemcova with approval. In Nemcova, HHJ Bridge observed that such cases are fact specific and decided (again, in the context of interpretation of lease covenants) that granting very short lettings (days and weeks rather than months) necessarily breached a covenant in a long lease not to use a flat for any purpose other than as a private residence. We invited the parties to make any representations on the statutory interpretation of residence and refer us to any relevant authorities (other than Nemcova and those referred to in it). They made no such representations and referred to no other authorities.

## Occupation by a fifth person as a residence?

18. It was not disputed that four tenants (James Henwood, Hannah Sweeney, Denise Pascual and Mica Huseyin-Sharp) occupied the Property as their (main) residence. The Applicant said they were doctors and nurses, who worked at the local hospital. At the hearing, she said she had previously worked at the hospital herself, as had her

mother. We need to decide whether we are satisfied beyond reasonable doubt that Jhumel Odvina (or any other fifth person) occupied as a residence on 20 January 2021 as alleged. In view of the nature of the evidence relied upon by the Respondent, we note the reminder from the Upper Tribunal in Opara v Olasemo [2020] UKUT 96 (LC) at [46], about making inferences from evidence, that: “...For a matter to be proved to the criminal standard it must be proved “beyond reasonable doubt”; it does not have to be proved “beyond any doubt at all”. At the start of a criminal trial the judge warns the jury not to speculate about evidence that they have not heard, but also tells them that it is permissible for them to draw inferences from the evidence that they accept.”

19. Mr Ward said he believed Mr Odvina was a tenant when he visited on 20 January 2021, given he had obviously been sleeping at the Property, knew the number of rooms and could name the other occupiers unprompted. However, Mr Odvina did not know the last name of one of the four (who is Mica Huseyin-Sharp, not Micah Bleu). He did not know (or Mr Ward had not checked with him) the correct spelling of their first name and another’s last name (Pascual, not Pascal). It appears Mr Odvina is only said to have “*confirmed*” the name of the Applicant as landlord when it was given to him by Mr Ward. Aside from the circumstances he observed on the doorstep, Mr Ward had only his hearsay evidence of what he said Mr Odvina had said to him. He had not asked Mr Odvina to fill in a questionnaire or to give a witness statement. He had not asked Mr Odvina whether he paid rent to anyone and there is no indication he did. Mr Ward had not asked how long Mr Odvina had been there or whether this was his first time staying at the Property. He had not asked which room he occupied. He had not asked what belongings Mr Odvina had in his room, or inspected anything inside the Property beyond what he could see from outside. No photographs had been taken. Mr Ward explained the Respondent was not carrying out inspections at the time, in view of the Covid pandemic. No credit or similar search had been arranged to seek to identify any fifth person staying at the Property for any length of time. Mr Ward explained the Applicant had not been asked to attend an interview because he believed he had enough evidence from his visit and the other matters referred to below.
20. The Respondent referred to the e-mail from Mr Odvina in May 2021 saying he had stayed at the Property, away from his home in London, for “*about three weeks*” while he was working nights. Mr Ward confirmed he did not challenge this; it seemed all the occupiers had been working at the local hospital and Mr Odvina had been there for up to three weeks either side of 20 January 2021. The Respondent relied on background and other material suggesting that Mr Odvina or another fifth person had been a tenant at the Property then or in the past. As described above, marketing details from “*OpenRent*” from 2019 referred to five bedrooms with individual prices and suggested that all rooms, or most of them, had been rented by July 2019 with an expectation that one room would become available in November 2019.

The sample tenancy agreement from July 2019 sets the maximum occupiers as five, not four. The Applicant said the details and tenancy agreements referred to five occupiers because it had always been her intention eventually to let to five people in total, but not until after “*bedroom 4*” had been enlarged (as explained above) and the initial fixed term of her mortgage had expired. The original tenancy agreements needed to accommodate this, since she expected the original tenants to remain after the first year. People had to know when they signed up that there would ultimately be five tenants.

21. Next, the Respondent alleged (in effect) that the Applicant must have something to hide because she had: “*intentionally altered the dates on the floor plans provided at different stages of the investigation*”. Mr Ward explained each of the plans he was referring to, but could not tell us what dates he thought had been altered. We are not satisfied that the Applicant did any such thing. She seems simply to have hastily provided different plans provided by the architects at different times, and not in a misleading way. However, these plans do indicate that by February 2020 (the most recent “*existing*” plan provided) the bedroom which the Applicant said was previously too small to rent (labelled “*bedroom 4*”) had been enlarged to its current size (by extending the wall into what had been a wardrobe in a larger neighbouring bedroom). It appears from this that the fifth bedroom had been enlarged by February 2020, if not sooner, even if any further decorative or other work was not completed until later.
22. The Respondent relied on other matters which may demonstrate that the Applicant is untruthful, saying she had attempted to mislead them and her evidence on the issue of residence was not reliable. Strikingly, when making her HMO licence application on 20 January 2021, she entered the date of the application as “*01/02/2019*”. She could not explain to us why she had done this; she said it must have been a mistake. Further, when making that application, in answer to the question: “*Is there a mortgage secured against this property*”, she answered: “*No*”. In fact, the Property was and at the time of the hearing remained subject to the same mortgage in favour of National Westminster Bank PLC from her purchase of the Property in 2019. She said that (as indicated in her subsequent e-mail correspondence with Mr Ward) she was intending to re-mortgage. She told us the re-mortgage process was still ongoing. She said she had been intending to move in a fifth tenant in March (or February, as she had said in her earlier correspondence) 2021. She said she had been (or had put herself) in a difficult position, with an existing lender who was not happy with their security being used as an HMO and a new lender who would not be willing to lend until an HMO licence had been granted, however many residents there were. She admitted that she had not been intending to apply for an HMO licence until a fifth tenant moved in. She admitted she had then submitted the application as soon as she became aware of the enforcement visit in January, but insisted she would have made the application in February or March in any event. She said the new tenant had moved into “*room 4*” in February or March



and told us she thought her name was “*Nora*”. She initially said she had sent a copy of the relevant tenancy agreement to the Respondent but, when that was challenged by Mr Ward, said she must have sent it to the relevant deposit protection service provider. The HMO licence for the Property was ultimately granted on 18 June 2021.

23. The Applicant’s standard of management and co-operation was not impressive and the Respondent asked us to take this into account. She may have been stalling in early January 2021 after Mr Ward asked when the fifth tenant would be moving in. The Respondent had then itself taken a little time to review the HMO licence application and pursue all the matters it required to process this. However, the fire alarm in the living room had not been interlinked and the seals on the living room door had not been adequate. The Applicant said the doors were all fire doors and the alarms in the other rooms were all interlinked; she had made a mistake with the living room alarm and living room door seals. Electrical inspection and portable appliance testing had to be carried out and certificates provided. The Applicant was not forthcoming with some information and seemed to be trying to avoid some of the requirements. She told us that was because other HMO licensing authorities had not demanded some of the tests and certificates required by the Respondent. She said she had not realised that the certificate from installation of the new consumer unit in 2019 was not an inspection of all the electrical installations and she had thought that portable appliance testing was not required. Further, it appears she did not have adequate inspection and maintenance arrangements in place. She had been abroad for substantial periods of time. She told us she has been renting the properties she has lived in (as a tenant) for 15 years and the landlords had never inspected during the tenancies. She did not appear to appreciate the need to carry out regular inspections and maintenance of HMOs, given the nature of their occupation and shared facilities. She said she relied on the cleaners letting her know if anything was wrong, but that does not seem likely to be sufficient to ensure compliance with the relevant management regulations. She referred to an assistant (who she had misleadingly described to the Respondent as a managing agent) who she sometimes used for the Property to find tradesmen and organise work or inspect when the Applicant could not. She said that she had not inspected or asked this assistant to inspect to check who was residing at the Property, but had spoken directly to the tenants instead.

#### *Discussion*

24. The wrong or misleading information noted above and the Applicant’s general approach (which otherwise seemed economical and unprofessional, rather than misleading) gave the Respondent reasonable grounds for suspicion that a fifth person was in residence. However, even allowing for all this, the Applicant’s evidence on the issue of occupation is credible and consistent with the contemporaneous documents. It is likely that her efforts to avoid or minimise problems with her existing mortgage lender were the main

cause of her misleading/economical communications. The smaller bedroom may well not have been enlarged until February 2020, after the OpenRent details suggesting available rooms had been let in the summer of 2019. The tenancy agreement referred to a maximum of five occupiers, but five were ultimately expected and the tenant promised not to take in any lodger or anyone else staying on a “*permanent or semi-permanent*” basis. The back-dated licence application does suggest a hasty attempt to avoid any consequences of any earlier occupation, but may well have been prompted by sudden alarm about whether the tenants might have allowed friends or partners to stay without permission. The date of 1 February 2019, months before the Applicant even purchased the Property, makes little sense, unless she was thinking of her other property in Colchester. On 20 January 2021, she immediately encouraged Mr Ward to inspect the interior of the Property to see the relevant bedroom and offered to have video/photographs sent if the Respondent could not inspect. Mr Ward simply did not ask Mr Odvina or any of the tenants the requisite factual questions about how long Mr Odvina or any other person had been in occupation, whether they had stayed before, or the circumstances of their occupation, that the Respondent is asking us to infer from the evidence we do have. There is no evidence that the Applicant received any rent from anyone other than the four acknowledged tenants.

25. On the evidence produced, we are only satisfied beyond reasonable doubt that Mr Odvina stayed at the Property (away from his home in London while working nights at the local hospital) for three weeks either side of 20 January 2021. Even if the Applicant’s evidence is disregarded and we draw adverse inferences against her (particularly in relation to the “*OpenRent*” details and the back-dated licence application), these and the evidence produced are not enough in our assessment to show more than a real possibility that a fifth person or person(s) may have stayed at the Property in the latter part of 2019 or during 2020. We can only speculate about that; if there were such occupiers, they might have been tenant(s) or otherwise occupying as a residence, or might have been other friends of the acknowledged tenants staying for a few nights or days away from their homes while working at the local hospital.
26. We are not satisfied that on 20 January 2021 Mr Odvina was occupying the Property as a residence. There is no real evidence, beyond speculation, that he had stayed there before, no suggestion of regularity. He did not know the last names of one of the four tenants, who he knew from the hospital, he lived in London and he was staying at the Property so he could work nights at the local hospital for three weeks. The Respondent did not ask him or the other tenants about the circumstances of his occupation. There is no evidence that he had any belongings at the Property which might indicate residence. There is no evidence of a credit reference search for him in relation to the Property. There is no evidence that he paid anything for staying at the Property; he may have paid something to the other occupiers, but again that is speculation. Without any such factors to indicate residence, we are not

satisfied that such occupation for about three weeks was enough to make a connection between Mr Odvina and the Property such that he would think of it as his residence. If this had continued for longer, the position might be different, but in our assessment mere occupation for about three weeks in these circumstances, with nothing more, is not enough. There is at least a real prospect, or even likelihood, that he would think of the Property merely as the residence of his friend(s) from work, where he was temporarily staying during the day so he could work nights at the local hospital.

## **Conclusion**

27. Accordingly, we cancel the final notice dated 28 April 2021 which sought to impose a financial penalty for an alleged offence under section 72(1) of the Act in respect of the Property.
28. We would like to make it clear that we intend no criticism of the Respondent or Mr Ward. The conduct of the Applicant made it reasonable for them to be suspicious and defend these appeal proceedings. Accordingly, we have decided not to order the Respondent to reimburse the tribunal appeal and hearing fees paid by the Applicant. However, they may be able to learn from these proceedings and allow in future cases for the need to gather enough basic evidence to prove their cases beyond reasonable doubt and take legal advice where necessary to ensure they understand the relevant legal threshold. Here, residence may have been confused with mere temporary occupation. They may also wish to reconsider how they apply their policy and assess financial penalties, possibly with greater reference to the likely financial benefit of an alleged offence and the other stages of the policy after a starting point has been calculated. Mr Ward fairly acknowledged that this was his first financial penalty and, as with other local housing authorities, the Respondent's approach to these matters is developing. Here, the proposed penalty of £14,000 was out of all proportion to the circumstances, including the potential financial benefit (agreed by the Respondent at the hearing to have been £1,000 or less, if the offence had been proven). Even if the offence had been proven and a higher penalty justified by the conduct of the Applicant, the penalty of £14,000 would not have been reasonable or proportionate; it would have been substantially reduced.
29. We refer to the observations above about the Applicant's apparent knowledge and standard of management. The Applicant should consider undergoing training and/or engaging suitable professional assistance to ensure she is aware of and complies with her ongoing obligations as an HMO landlord, which are of course substantially more onerous than those of an ordinary landlord.

**Name:** Judge David Wyatt

**Date:** 5 November 2021

## **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).