FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AG/HMF/2021/0127**
HMCTS Code	**:**	**CVPREMOTE - VHS**
Property	**:**	**Flat 230, Levita House, Chalton Street, London NW1 1HN**
Applicant	**:**	**Ell Welsford, Marcell Orban, Marton Kubovics and William Capp**
Representative	**:**	**Ms Clara Sherratt of Justice for Tenants**
Respondent	**:**	**Thambithurai Uthayakanthan**
Representative	**:**	**Mr Timothy Deal, Counsel**
Type of Application	**:**	**Application for rent repayment order by the tenant under sections 40, 41, 43 and 44 of the Housing and Planning Act 2016**
Tribunal Members	**:**	**Tribunal Judge Dutton** **Ms S Coughlin MCIEH**
Date and venue of Hearing	**:**	**Video Remote on 29th October 2021**
Date of Decision	**:**	**24 November 2021**

DECISION

COVID-19 PANDEMIC: DESCRIPTION OF HEARING

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was CVP Remote. A face-to-face hearing was not held because it was not practicable and no-one requested same.

The documents to which we were referred were in bundle of some 185 pages, the contents of which we have noted.

DECISION

1. **The Tribunal orders there be a rent repayment order made against the Respondent in the sum of £25,440 payable with 28 days for the reasons set out below.**

2. **In addition, the Tribunal orders the Respondent to refund to the Applicant the application and hearing fee in the sum of £300.**

3. **The payments in respect of matters referred to at 1 and 2 above are to be remitted to Justice for Tenants who have confirmed that they will distribute the monies between the Applicants as appropriate.**

BACKGROUND

1. On 11th May 2021 the Tribunal received an application from the above-named Applicants represented by Justice for Tenants for a rent repayment order in respect of their occupation of the property Flat 230, Levita House, Chalton Street, London NW1 1HN (the Property). The application alleged that the Respondent, Mr Uthayakanthan had committed the offence of controlling or managing an unlicensed HMO under section 72(1) of the Housing Act 2004 which is an offence under section 40(3) of the Housing and Planning Act 2016 (the 2016 Act). Directions were issued in this case on 30th June 2021 providing for a hearing on 29th October 2021.

2. The matter duly came before us for hearing on 29th October and in that regard, we were provided with an evidence bundle on behalf of the Applicants containing full details of the alleged offence, the Property background, a calculation of monthly rental payments and matters relating to conduct. There are a number of exhibits attached, which we will refer to as appropriate. The Respondent had provided a statement in response running to some six pages and an index of documents in support of his case containing some 32 pages of documentation. In addition, and the date before the hearing, the Respondent sought to submit further documentation intended, it would seem, to assist the Tribunal with regard to his financial circumstances and providing some evidence of the costs that he had met in connection with the maintenance of the Property. This bundle was very late in the day but the Applicants took no point.

3. The written Applicant's statement of alleged offences asserted that the Respondent had been in breach of section 72(1) of the Housing Act 2004 (the

2004 Act) in that he had control and/or managed a property which was required to be licensed as an HMO but was not so licensed. It was said that under the provisions of sections 55(b) and 56 of the 2004 Act, local authorities were permitted to designate areas in their district as subject to additional licensing provisions and this applied to the Property, which was in the London Borough of Camden. We were told that the Additional Licensing Scheme came into force on 8th December 2015 and would continue to operate until 8th December 2020. The period for which the rent repayment order is said to apply is for a period from 21st September 2019 to 17th September 2020 in the total sum of £33,919.40. It appears that three of the four Applicants vacated the property on 17th September 2020 but Mx Welsford moved out on 14th September 2020. Various documentation in support of these matters was provided.

4. We were told that the Property was a four bedroomed self-contained flat with shared kitchen and bathroom. A description of the Property was provided and we noted that there were suggestions that the bedroom occupied by Mr Capp, which appeared to be accessed through the kitchen, had been the subject of water ingress and mould. The property when they moved in was in a dirty condition and there were various disrepair items including a broken fire detector in the kitchen, broken furniture, missing and broken lights and equipment, including a boiler which did not work. A schedule showing the rental payments made was provided. The statement went on to address the law as Justice for Tenants saw it reminding us that the previous precedents such as Parker v Waller and Fallon v Wilson no longer applied but relied on later Upper Tribunal decisions, which again we will refer to in due course.

5. On 27th August 2021 the Respondent replied to the issues raised in the Applicant's statement of case. The statement of case accepts that the Property did require an HMO licence and that one was not obtained. It is suggested that the Respondent was initially uncertain as to whether a licence was required as he thought the Applicants may have been a single group or household, they having arrived together. However, he became aware that that was not the case and that a licence was required. The Respondent says that on 24th December 2019 and 24th March 2020 he made an application for a Temporary Exemption Notice (TEN) from the HMO licence. Some suggestion is made that as the application could not have been made before 11 March 2021 the 12 month period could only have been from the 12th March 2020 to 30th June 2020 the date upon which the tenancy ended. Relying on these assertions, it is suggested that in fact the amount that we could award was only £9,682. In the alternative, the Respondent relies on his application for a TEN on 24th December 2019 applying until the end of the tenancy which would therefore leave only a three month period for rent of £8,580 plus three days at £90 a day.

6. On the question of conduct of the landlord, he says that whilst it was accepted a licence was not obtained, steps were taken to obtain exemption and that it was said that applications were completed 21st September and 24th December 2019. Apparently, it was his intention to sell the Property. He says that the application, presumably for the TEN, was not pursued upon receiving notice from the Applicants, apparently indicating their intention to quit the Property. He says he has been a good and responsible landlord and dealt with matters as appropriate. As to his financial circumstances he is a self-employed builder. His wife does not

earn an income. There are no convictions, and he has no adverse comments to make concerning the conduct of the Applicants. Finally, under the conclusion heading, he asks that there are reductions to be made to the maximum amount as to impose such a penalty would be unfair and do not take into account the factors that are set out.

7. In written format the Applicants through Justice for Tenants (JFT) submitted a further bundle. This included the response which challenged the TEN applications said to have been made by the Respondent. Documentation was produced which indicated that the Council were unaware of any TEN applications being made. It is suggested that the Respondent was attempting to "deliberately mislead" the Tribunal. The basis upon which a TEN could be issued and its impact was outlined, and other documentation was put to us which indicated that the Respondent was well aware that an HMO licence was needed and that it was unreasonable to suggest that the Applicants formed a single household. The statement also went on to address the 12-month period for which an RRO application could be made. Comments were also made concerning the conduct of the Respondent in particular his failure to licence, the state of repair of the Property and an allegation that he was in effect a professional landlord. It was suggested that the Respondent had "shown no compelling reason for a reduction of the ward other than potential utility costs." Annexed to this statement was a letter from Camden Council confirming that from their records no TEN had been received by the Council in respect of the Property. Some photographs were produced of the apparent condition of the Property said to be the situation in June of 2019 when the Applicants expressed an interest to proceed and further copies showing problems with the Property apparently at the time they took occupation.

8. At the hearing Mr Deal confirmed that his client accepted that the Property should have had a licence and did not. He also accepted that the period for which a rent repayment order could be made was within the scope of the application before us subject to whether a TEN affected that position. He also accepted that the maximum amount that could be ordered was £33,919.14.

9. He went on to suggest that we should be guided by the terms of section 44 of the 2016 Act. There was no conviction. The Respondent made no criticism of the tenants and accepted that there were difficulties with the flat but insofar as they were within his control, he attended to them. It was said that the water ingress and damp affecting the Property were the responsibility of the freeholder, who was Camden, and that major works were intended.

10. We were told that the Property is apparently presently unoccupied, and this has been the case since September of 2020. Major works to the building are underway. Although there was no witness statement, the Respondent did provide further information on a question and answer basis.

11. He told us that he had owned the Property since 2008 with a mortgage through Birmingham Midshires which revealed an existing debt of just over £230,000. In that time of ownership there had been problems with the box gutter, which he had been in contact with the Council about. The building is apparently listed, and the major works are intended to include the roof, the windows and guttering.

He told us that the Applicants had signed the tenancy agreement in 2019 with an intention to move in in September of 2019. He told us that the agents had not given him a start date but that he was told the day before that they were intending to move in. He said he explained to the Applicants that some maintenance was required via the agents and that this was done within a few days and relied upon certain copy invoices to confirm this was the case. One of the invoices showed that a new boiler was installed on 3 October 2019.

12. He told us that his agents SN Estates did carry out maintenance, although he did go to sort out some items, for example a bathroom door that became locked.

13. He told us of the difficulty he had encountered with his daughter's education at Loughborough University. She apparently was struggling with the course and had attempted suicide. He had therefore had to devote a lot of time to looking after his daughter during this period. He recounted his attempts to obtain the TEN which he thought would be for a 3-month period and that he was allowed to make a maximum of two applications. He did not believe that an HMO licence would be required as he was not intending to keep the Property.

14. Insofar as the TEN was concerned, he said he had got the application form from the Council and had filled it in and sent it to the address by post. This was December and he made a further application in March.

15. With regard to the sale of the Property, he said that he had spoken to SEN Estates and produced some documentation to show that there had been an intention to market but that it would be difficult to sell with tenants in situ and also with the pending major works.

16. In the documents attached to his first statement he produced an email from Mr Kubovics dated 21st January which refers to a previous email relating to possible claims for compensation and confirming that they would be open to shortening the contract to nine months but needed it in writing as there was no break clause in the existing contract. This he said caused him to think that the Applicants would be leaving earlier and therefore the need for him to process the application for a licence or the TEN became less urgent.

17. He also spoke more about the financial issues that had arisen following the problems with his daughter and the cut down in working hours both as a result of that and the Covid pandemic. He thought his income had halved.

18. In answer to the Tribunal he said that in his mind there were four issues that had caused him the delays to deal with matters, almost on a quarterly basis. The first was in the first three months his daughter had been unwell. For the second period of six months he thought he was covered by the TEN's exemption and for the last period he thought that the tenants were moving out in June.

19. He was then cross examined by Miss Sherratt of JFT and told us that he was involved in a number of other properties including 15 Englewood Road, 6 Stansted Road, 117 Kirkdale Road, 313 Bromley Road and 45 Culverley Road. It seems that a number of these were family owned and although registered in his name he was in effect looking after them for his father-in-law. The property at

Kirkdale Road was freehold only. Bromley Road was owned by the family and involved a shop and Culverley Road was his home address. A company appears to have been set up called FGR Maintenance which collected the ground rent and dealt with insurance. He was a director of that company.

20. It was put to him that he was a professional landlord. Some details of his annual earnings had been produced. He said that most of his income came from Levita House and the balance was from his building works. He provided single page income tax calculations which showed his earnings from UK land and property over 3 consecutive years and the rent realisable from Levita House appeared to represent between 60 and 70% of this income. As to keeping up with the law, he said he relied on his agent to do so and to advise him if things required his attention. He was not aware of the HMO requirements, although this did not sit easily with an email from his agents of 12th October 2019 in which they offered to apply for an HMO licence on his behalf.

21. Asked about the TEN applications he said he had not received anything from the Council although he had had the information from the Council about the HMO licence, which would be for five years or TEN if he was not going to proceed. Insofar as the March TEN was concerned, this he thought would give him cover until the Applicants left which he understood to be in June although that was clearly not the case. He was asked why there was no confirmation of receipt and why he had not chased the Council. He thought that the forms were simple and all he had to do was to send them in.

22. There was questioning concerning the lack of protection for the deposit, but it must be said that that has now been repaid. Asked about his ability to check whether the rent was coming in on a regular basis he confirmed that he was able to do that but could not explained why he had not chased the Council about the TEN or made further investigations to determine that the deposit was being properly held. Questions then followed about the condition of the Property, and it was confirmed that there appeared to have been no fire risk assessment carried out. When asked about the means of escape from one of the bedrooms which was accessed through the kitchen the Respondent said that if there was a fire the Fire Brigade would be there within minutes and could use a ladder to access the bedroom window.

23. In respect of works, he said that he had attended to paint walls a number of times to resolve the mould issue, but it was usually the agents who arranged for the works although sometimes he undertook those himself. There was, however, no formal letting agreement with the agents that was produced to us.

24. It was again to him as to why he had not applied for an HMO licence. The email we referred to earlier at page 21 of his bundle says this *"Good afternoon, following my email on 19th September regarding HMO licence. We need your answer ASAP whether you wish us to apply for it or you are willing to do it yourself but it must be completed for all the properties with three or more tenants to avoid a fine of £3,000.*". This is signed by Sandrita Rimkuta of SN Estates. Asked why he had not responded to the email sent in September he said that he was more concerned about his daughter. He was asked why he had not

instructed the agent to deal but again he said this was because of the problems with his daughter.

25. We then heard briefly from Mr Kubovics concerning the email sent in January 2020. He told us that the Respondent had come to the flat to discuss shortening the contract. There were no other discussions. He did not take the view that this was an offer by them to shorten but merely an indication to the Respondent that if he wished to do so they would not object. It came from the Respondent and not from them. Mr Capp also gave us some short evidence in respect of the room and the effect it had had on his health.

26. In closing submissions Mr Deal suggested that the RRO steps were draconian, that section 44 shows that the amount of rent paid is the starting point and we were referred to a recent authority of Williams v Parmar. Insofar as the conduct was concerned, there were no convictions. It was suggested that with a TEN in place there was a defence and that the evidence we had showed that notice had been duly given under the provisions of section 72(4) of the 2004 Act. As the first application was made around 23rd December 2019 the period therefore stopped at that point and it was submitted continued until he received a decision on the notice. Further the Respondent had appointed managing agents and was entitled to rely upon them. Invoices were produced showing what those agents did and also invoices showing works that had been undertaken at the Property and the cost. It was put to us that the real problem regarding the condition of the Property related to the exterior which was beyond the Respondent's control. On a personal front he recounted the difficulties that the Respondent had with his daughter and her welfare. The tax returns produced showed that the bulk of his income came from Levita House. Any RRO would affect this income. Further it was suggested this was not the most serious offence, that the accommodation was good and that he had taken interest in the Property.

27. Ms Sherratt then gave closing submissions on behalf of the Applicants. In relation to the excuses put forward for not dealing with the HMO it appears that the problems with his daughter started towards the end of October but he knew in September the licence would be required and could have got the agents to deal with it for him. There was no evidence to show that he had submitted the TEN applications and indeed the evidence from the Council was that he had not. The rhetorical question was asked why he had not chased the Council in this regard. It had been suggested earlier that Covid may have had an impact but in December of 2019 that was not then a problem.

28. It was denied that there was a suggestion from the tenants that they would leave earlier. There was no agreement in place and indeed the agency had asked the tenants whether they wished to extend the contract. For the whole period it was said the Respondent was able to check that rent was being received but no process was in place to sort out the deposit and there had been a failure to apply for an HMO licence. Doubt was cast upon the veracity of the applications relating to the TENs.

29. We were then given some information in respect of the award that we could make relying on various Upper Tribunal authorities. There was she said no justification to reduce the award. Certainly, the case of Vadalmalayan appeared

to indicate that it was not allowable to offset expenses against the rent repayment order. This was she said a clear offence. In her view there was fire safety issues, and the Property was in as poor a state of repair. There was no suggestion of any poor conduct by the tenants.

30. In a brief response Mr Deal said there was no evidence of fire safety breaches in the documentation before us. Whilst it was accepted that the deposit had not been dealt with properly it had been returned in full and that in respect of managing other properties, this was it was said to relate to ground rents only.

FINDINGS

31. In this case there is no suggestion made by the Respondent that the Property did not require an HMO licence. Instead, he appears to be saying that because he had made an application for a temporary exemption notice under section 62 of the 2004 Act, this would provide him with a defence under provisions of section 72(4) of the 2004 Act. That says as follows:

"In proceedings against a person for an offence under sub-section (1) it is a defence that, at the material time –
(a) a notification has been duly given in respect of the house under section 62(1) or
(b) an application for a licence has been duly made in respect of the house under section 63, and that notification or application is still effective (see sub-section 8)."

32. There appear to have been two TEN applications made. The first was in December and the second in March. The only evidence that we have is somewhat self-serving. In the Respondent's documents is an application for a TEN which has been filled in by the Respondent and appears to be dated 24th December 2019 the grounds for which is that he is selling the Property because of experiencing financial difficulties at present.

33. A second TEN application is made indicating that the Property is on the market for sale by a local agent, which is dated 24th March 2020. At no time did the Respondent check with the Council to make sure that these applications had been received. The evidence from the Council is that they had not. The Respondent was unable to provide any verification that the applications had been sent to the Council. The Respondent knew by the time of the application in December that the Property required to be licenced as an HMO as he had been told this in September by his agent. They had offered to undertake the licensing process for him, but he had declined. It may be that he had declined because it seems to us the layout of the Property, requiring Mr Capp to vacate his bedroom through the kitchen would not have met the fire standards for an HMO licence. Be that as it may, there is no doubt that this Property required to be licensed. The evidence of the Respondent is that he made two applications for TEN exemptions but in neither case did he see fit to chase the Council to find out what the position was. There was no Covid issue in December 2019 although that may have impacted on any application made in March 2020. However, he produced no emails or letters to show that he had tried to contact the Council to find out what the position was in respect of the TEN exemptions. He knew the importance bearing in mind the

knowledge he had that the Property needed to be licensed. In those circumstances we reject the argument that there is any comfort to be had and a defence available to him in respect of these matters. We accept that the standard of proof for the defence is on the balance of probabilities rather than the criminal standard in relation to the offence under section 72(1), but we are not satisfied that the Respondent has discharged that burden.

34. We must then turn to the level for the rent repayment order. There are a number of cases that have grappled with the level of the rent repayment order since the inception of the 2016 Act. Amongst these earlier authorities is the case of Vadalmalayan v Stewart and Ficcara v James. The latest decision, however, is Williams v Parmar and others which related to a property at 28 Afghan Road, London and is under case number [2021]UKUT0244(LC). This was a case determined by the Chamber President, the Honourable Mr Justice Fancourt following a hearing on 28th July 2021. The decision is dated 6th October 2021 and is the latest authority that we must consider. The operative sections of this latest decision are we think to be found at paragraphs 23 to 25 inclusive.

35. The decision explains that the earlier Vadalmalayan case is authority for the proposition that the rent repayment order is not to be limited to the amount of a landlord's profit but is not authority for the proposition that the maximum amount of rent to be ordered under an RRO is subject only to limited adjustment of the factors specified in section 44(4) of the 2016 Act.

36. We are satisfied beyond reasonable doubt that a criminal offence has been established under section 72(1) of the 2004 Act, that being of controlling or managing a property which should have had an HMO licence. It is clear from the evidence produced that the Property was within an area that required to be licensed and it is accepted by the Respondent that it was not yet should have been. We have rejected the evidence suggesting that some TEN had been applied for and granted. This is the more so as of course section 62(2) says as follows: *"The authority may if they think fit serve on that person a notice under this section (a temporary exemption notice) in respect of the house."* In this case of course no temporary exemption notice was served and this adds to the reasoning for us rejecting the evidence in that regard.

37. We must consider the impact of section 44 of the 2016 Act which is set out below.

44 Amount of order: tenants

(1)Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.

(2)The amount must relate to rent paid during the period mentioned in the table.

If the order is made on the ground that the landlord has committed	*the amount must relate to rent paid by the tenant in respect of*
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in	a period, not exceeding 12 months, during which the landlord was

If the order is made on the ground that the landlord has committed	*the amount must relate to rent paid by the tenant in respect of*
section 40(3)	committing the offence

(3)The amount that the landlord may be required to repay in respect of a period must not exceed—

(a)the rent paid in respect of that period, less

(b)any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4)In determining the amount the tribunal must, in particular, take into account—

(a)the conduct of the landlord and the tenant,

(b)the financial circumstances of the landlord, and

(c)whether the landlord has at any time been convicted of an offence to which this Chapter applies.

As can be seen at sub-section 3 the amount that the landlord may be required to repay in respect of a period must not exceed the rent paid in respect of that period less any award for Universal Credit paid to any person in respect of rent under the tenancy during that period. It is we think accepted that the period claimed for by the Applicants does not exceed the rent paid in the relevant period. The relevant period is a period not exceeding 12 months during which the landlord was committed an offence that 12-month period being from the date upon which the application made. We are satisfied that the relevant period is from the 21st September 2019 to 17th September 2020 save in respect of Mx Wellsford who vacated three days earlier. In the Williams case Mr Justice Fancourt indicated that it was implicit within the structure of the Act and in particular sections 44 and 46 that if a landlord had not been convicted of a relevant offence and if their conduct was less serious than many other offences of that type, the RRO may appropriately be less than the maximum amount. In the case before him at section 52 of the decision he set out what he considered should be taken into account and this resulted in a reduction of 20%, save for one tenant, of the maximum amount that could have been awarded. The requirement to make a maximum rent repayment order under section 46 does not apply in this case as the Respondent has not been the subject of any convictions. We therefore need to consider the provisions of section 44(4) and need to take into account the conduct of the landlord and the tenant, the financial circumstances of the landlord and whether the landlord has been convicted of an offence to which the chapter applies, which is not the case here.

38. Insofar as conduct, it seems to us that although there have been problems with the Property those were not of the making of the Respondent. Indeed, the evidence suggests from the invoices produced that there was a timely attention to try to resolve as many of the issues as could be done. We cannot really make any comment as to the fire position save that in our expert opinion the local authority might have been reluctant to grant and HMO licence in respect of the use of one of the bedrooms (Mr Capp) that had only an exit through the kitchen. The bedroom was located on the fourth floor of the block. However, we do not think

that there is any great weight to be given to any conduct on the part of the landlord other than his complete failure to apply for an HMO licence when it was made clear to him that it was required, and the uncompelling suggestion put forward by him that he had applied for TEN exemptions on two occasions.

39. Insofar as the financial circumstances of the landlord are concerned, we accept his evidence that the bulk of his income is derived from the rental that is received from this Property. We are sympathetic to him in respect of the problems he countered regarding his daughter but those seem to have arisen sometime after he was made aware that an HMO licence was required. There are several other properties in which he appears to have an involvement, quite whether that makes him a professional landlord or not is open to conjecture. It appears that they are confined to receipt of ground rent and dealing with insurance, although we were not wholly clear from the evidence that was provided, which came through cross-examination by Justice for Tenants as to his involvement in some of the Properties. In cases it seemed on the face of it to be fairly limited. It is probably therefore expanding the definition of a professional landlord too far to suggest that he fulfils that role in connection with properties of this nature.

40. We are clearly bound by the Upper Tribunal authorities, the latest being the Williams and Parmar. In that at paragraph 52 of the decision, Mr Justice Fancourt makes an allowance of 20% if there is no conviction. He appeared to make no further reductions save that he reduced the deduction to 10% for the tenant of the undersized room. These reductions presumably took into account there were serious deficiencies in the condition of the property, an undersized bedroom and that in his view an unlikelihood that an HMO licence would have been granted without substantial works being carried out. He drew the inference in that case that the landlord had wanted a rental income before she was in a position to undertake works which would have enabled her to obtain an HMO licence.

41. This is not dissimilar to the position that we find in this case. In those circumstances it seems to us that following the authority of the Upper Tribunal a reduction should be made and that this should be in the region of 20%. This 20% reduction took into account the issues we raised above. Insofar as the deficiencies in the Property are concerned, it was our finding that the Respondent had done all he could and relatively quickly to resolve those problems. There are invoices to support the work, although we do not condone the letting of the flat in a poor condition. He could not do any more concerning the external issues which somewhat ironically rest with the London Borough of Camden.

42. We also take into account that there has been an impact through Covid and accept his evidence that his daughter had suffered issues whilst at University which would have inevitably played on his mind. That being said, those issues did not arise it seems until October and he had ample time before then to resolve the licensing position. He was properly advised by his letting agent that the property required a licence, the possible consequences of not licensing and they offered to submit the licence on his behalf. Doing the best we can bearing in mind the financial circumstances of the Respondent we would make a further 5% reduction to the maximum amount that we are allowed to award as an RRO, therefore 25% in total, thus reducing the liability from £33,919.40 to £25,435.80

which we propose to round up to £25,440. We therefore make a rent repayment order in that amount. That sum is to be paid to Justice for Tenants within 28 days, they having authority to receive the funds and can then distribute to the Applicants as appropriate.

43. In addition, the Respondent should reimburse the Applicants, again through Justice for Tenants, in the sum of £300 being the cost of the application and the hearing fee.

Andrew Dutton

Judge: _____
A A Dutton

Date: 24 November 2021

ANNEX – RIGHTS 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 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 to 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 (ie 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.