



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

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| Case Reference | : CHI/00ML/LAC/2021/0007 |
| Property | : Flats 4 & 5, 32 Brunswick Square, Hove. BN3 1 ED |
| Applicant Representative | : Alencon Flat Management Limited Dean Wilson LLP |
| Respondents Representative | : Simon Cox and Gaynor Cox Rohan Solicitors LLP |
| Type of Application | : Liability to pay administration charges Schedule 11 to the Commonhold and Leasehold Reform Act 2002 (CLARA) as amended |
| Tribunal Members | : Judge C A Rai |
| Date and venue of Hearing | : 4 March 2022 Paper Determination (without a hearing) |
| Date of Decision | : 14 March 2022 |

DECISION

1. The Tribunal has determined that the amounts demanded by the Applicant by way of variable administration charges, being litigation costs and interest on arrears due from the Respondents are reasonable. The Respondents are liable to pay the following sums to the Applicant:-

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|--------|--------------------------------------|-------------------|
| Flat 4 | Administration charges – Legal Costs | £13,718.00 |
| | Interest | £1,366.93 |
| | Total | £15,084.93 |
| Flat 5 | Administration charges – Legal Costs | £13,718.00 |
| | Interest | £1,140.87 |
| | Total | £14,858.87 |

2. The reasons for the Tribunal’s Decision are set out below.

Background

3. The Applicant Alencon Flat Management Limited (“Alencon”) owns the freehold of 32 Brunswick Square Hove BN3 1ED, a listed building which has been converted into seven leasehold flats. Alencon is a lessee-owned company in which the Respondents are shareholders.
4. Alencon and the Respondents are successors in title to the original parties to the Respondents’ two leases granted in 1981 for a term of 99 years from 25 December 1978 (Flat 4) and for a term of 99 years from 25 September 1978 (Flat 5). Mr Cox is a director of the Applicant.
5. The Applicant and the Respondents were party to proceedings before the Tribunal, submitted in June of 2020 and decided in April 2021, (the Service Charge Proceedings). Another Tribunal determined the amounts of the service charges payable by the Respondents for the service charge years ending in 2014 – 2019. (CHI/00ML/2020/0035). The Respondents paid the sums owed to the Applicant on 27 April 2021.
6. Following receipt of the payment the Applicant calculated the interest due on the service charge arrears, in accordance with leases, demanding payment of the legal costs of the Service Charge Proceedings and the interest as administration charges from the Respondents in respect of both flats. The four demands are dated 27 April 2021 [Pages 181 – 188].
7. The Respondents failed to pay the sums demanded so the Applicant instructed Dean Wilson LLP to act on its behalf. The same firm had represented the Applicant in the Service Charge Proceedings.
8. This application dated 24 August 2021, has been made to the Tribunal, for a determination of the liability of the Respondents to pay administration charges comprising legal costs and interest on service charge arrears.

9. Directions issued by the Tribunal dated 20 October 2021 directed that:-
 - (a) the application would be dealt with on paper without a hearing;
 - (b) the parties supply further information;
 - (c) the Respondents send a statement of case in response to the Application by 1 December 2021; and
 - (d) the Applicant submit a bundle of relevant documents by 22 December 2021.

Paragraph 16 of the Directions stated that if the Respondents wished to make an application under section 20C of the Landlord and Tenant Act 1985 and/or paragraph 5A of Schedule 11 to CLARA they should set this out in their statement of case.

10. Further Directions were issued by the Tribunal on 30 November 2021 in response to an application dated 29 November 2021 made by the Respondents to postpone the proceedings. Judge D Whitney said that the Tribunal is not minded to make any general stay of the proceedings (para 4 of those Directions). He acknowledged that the application had been made before the expiration of the time limit for the Respondents to file their statement of case and agreed a short extension until 7 January 2022, also extending the time limits for submission of the Applicant's response and the bundle. Paragraph 5 of those directions stated, "The Respondents should note if they wish further time any application will need to be supported by full evidence including medical evidence if this is relied upon in support of any further amendment to the directions." [Page 6].
11. Further Directions, dated 14 January 2022, made by Judge J Dobson dismissed an application made by the Respondents' Representative seeking an extension of time.
12. Judge J Dobson directed (amongst other things) that:-
 - (a) the previous directions had not been challenged by the Respondents;
 - (b) the application contained no confirmation of agreement from the Applicant;
 - (c) supporting evidence was not provided despite the fact that previous directions stated it would be required; and
 - (d) a further application which failed to comply with earlier directions would be dealt with "in short terms".
13. Judge J Dobson extended the time for the late submission of the Respondents' statement of case limited solely to submission of that document. The Applicant was given time to respond which it did.
14. On 3 February 2021 the Tribunal issued its "final" Directions following receipt of application made by the Respondents' Representative dated 27 January 2021. By then a "late" statement of case for the Respondents had been filed without permission for late service. Judge J Dobson acknowledged receipt of some evidence with that application but said that it did not clarify why there had been substantial delay on the part of the Respondents in submitting their statement of case. Judge J Dobson extended the time for the late submission of the Respondents' statement of case, limited only to the submission of the document already submitted. The Applicant was given time to respond which it did.

15. This application has been determined without a hearing solely on the basis of the papers submitted to the Tribunal by the parties which include:-
- (a) The hearing bundle comprising 190 pages referred to in this decision by the page numbers in square brackets.
 - (b) The case management application dated 27 January 2021 which includes “evidence” and the Respondents’ statement of case and comprises 27 pages [RS].
 - (c) The letter dated 2 February 2022 from the Applicant’s representative with a copy of emails dated 12 May 2021 exchanged with the Respondents.
 - (d) The Applicant’s Reply and the attachments and authorities provided comprising 8 pages [AR] with three emails dated 17.02.22, 25.02.22 and 25.02.22 and copies of two authorities **Kensquare Limited v. Boakye [2021] EWCA Civ 1725** and **Avon Ground Rents Limited v. Child [2018] UKUT 204 (LC)**

All references in this decision to the leases are to the lease of Flat 4. In the absence of any contrary submissions the Tribunal has assumed that there is no material difference between covenants contained in the leases of both Flats 4 and 5.

The Issues

16. The Application seeks a determination of the liability of the Respondents to pay and the reasonableness of administration charges demanded by the Applicant.
17. The total administration charges, which the Respondents have disputed are shown on four demands dated 27 April 2021[Pages 181 – 190].
18. The demands addressed to the Respondents relate to Flats 4 and 5 (the Property) and are for legal costs and interest on “arrears”. It is agreed that this refers to the service charge arrears accruing between 2014 and 2019.
19. The Respondents stated in an email dated 12 May 2021, sent to the Applicant’s Representative in response to the demands, “we are not willing to accept the full cost of the legal fees or interest charges”.

Applicant’s case

20. The Applicant relies upon clause 2(14) of the leases to enable recovery of the administration charges. Clause 2(14) is a lessee’s covenant “to pay all costs charges and expenses (including legal costs and fees payable to the lessor’s surveyor) incurred by the Lessor in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 in respect of the Flat notwithstanding that forfeiture is avoided other than by relief granted by the Court” [Page 135] .

21. Clause 7 (1) of the Lease provides “If either the yearly rents hereby reserved or any of them or any part of thereof shall remain unpaid for twenty one days or upwards after being payable (whether formally demanded or not) or if any of the covenants on the Lessee’s part hereinbefore contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter the Flat or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to any right or action or remedy of the Lessor in respect of any antecedent breach of any of the Lessees covenants or conditions herein contained”.
22. The Respondents have admitted that:
 - (a) service charges were demanded from them on 15 November 2019 which were not paid; [RS Page 3].
 - (b) they were made aware that the Applicant was intending to forfeit the leases of the Property on 16 January 2020 [RS Page 6].
23. The Applicant’s Representative provided a comprehensive statement of case which summarised the background to the dispute and explained why it considered it was necessary to instruct a legal representative with knowledge of that background. She suggested that this had enabled her to spend less time on the conduct of the Service Charge Proceedings, than might otherwise have been necessary. She also referred to the fact that the Respondents were previously warned that raising historical challenges to the service charges, rather than confining their challenges to the years the subject of those proceedings would be likely to increase costs ,which costs which would be levied back to them. She had suggested that it would be in their own interests to keep costs as low as possible and to confine their challenges to matters within the Tribunal’s jurisdiction [Page 27].
24. The Applicant’s Representative also said that the Respondents’ statement of case, in the Service Charge Proceedings, ignored her warning and raised historical issues. The Tribunal had found in the Applicant’s favour on the wider issues. [Page 28]
25. The Applicant has provided a summary of the costs and disbursements incurred by it together with time sheet print outs showing the time that was charged in respect of each invoice, a copy of Counsel’s fee note, the interest calculation and copies of the correspondence exchanged with the Respondents.
26. The Applicant’s costs totalled £27,536 (later revised to £27,436) [Page 32] divided equally between Flats 4 & 5. Only costs between 20 December 2019 and 27 April 2021, have been included in the administration charges demanded.
27. The Respondents are contractually bound to pay the service charges to the Applicant in accordance the terms of the leases. Therefore, service charges are payable in advance “on account” on 29 September and 29 June in every service charge year.

28. The interest rate is contractual. All parties were aware of the penalty rate, which is intended to discourage late payment of the service charges. In any event, the Applicant has claimed interest from November 2019 despite the fact that service charges were due between 29 September 2014 and 24 June 2019.
29. Payment of service charges when demanded does not prevent a later challenge. Section 27A (5) of the LTA. Furthermore, had the service charges been paid no claim forfeiture could have arisen.
30. Changes in legislation which have occurred following the date of the lease are irrelevant. The Applicant referred the Tribunal to **Kensquare** in which the Court of Appeal considered this point and dismissed it, following earlier authorities in the lower courts.
31. The Applicants stated that the Respondents have also retained a Grade A solicitor. Although the recommended guideline rates are likely to be increased to a rate nearer to £265 that is not relevant.
32. Proportionality of costs is not an issue that is relevant to this application. The Tribunal will not make a summary assessment of the costs. It will only determine if the costs are reasonable and recoverable under the terms of the leases as administration charges.
33. The Applicant has disclosed information in the bundle which shows the date from which costs incurred have been claimed as administration charges.
34. The Applicant is not registered for VAT.
35. The Applicant maintains that the use of Counsel was economic and appropriate in relation to the previous hearing given the number of years being considered and taking into account that the Respondents were litigants in person.
36. Counsel was unable to make any election on behalf of the Applicant as to how the legal costs might be “treated” and recovered. It was not necessary in the context of the previous proceedings. Those costs had not been demanded from any party at that stage. The Tribunal members had asked whether the lease enabled recovery of the legal costs and Counsel submitted that it did.
37. The owners of the other five flats have funded the shortfall in expenditure since 2014. It would not be just or equitable for the Applicant not to seek recovery from the leaseholders whose actions prompted the need to incur the legal costs. For those reasons, the Applicant is entitled to enforce its contractual right to recover those costs from the Respondents.

Respondents' case

38. The Tribunal has summarised the Respondents case as follows:-
- (a) Only reasonable costs incurred by the Applicant from 20 January 2020 are recoverable.
 - (b) It was unnecessary for the Applicant to use a Grade A solicitor and that the hourly rates charged are too high.
 - (c) It was unnecessary for Counsel to represent the Applicant at the hearing of the Service Charge proceedings.
 - (d) The rate of interest (in the leases) is not a real reflection of the cost (to the Applicant) of the Respondents' non-payment but is a penalty; and because of the legislative changes which now enable service charges to be challenged it cannot be what was intended when the lease was granted.
 - (e) A service charge is not payable until it is admitted or determined so the leases should be construed as if interest is not payable until the service charge is "statutorily payable" [R page 10].
 - (f) The Applicant's claim to recover interest at the contractual rate (the higher of 2% above base rate or 10%) is being used to discourage tenants from asserting their statutory right of determination and undermines their statutory protection.
 - (g) During the hearing of the Service Charge Proceedings the Applicant's Counsel "elected" that the Applicant would recover the legal costs as service charges and advised the Tribunal so the Applicant is estopped from claiming the costs as administration charges payable by the Respondent [RS Page 11].
 - (h) VAT on the Applicant's costs cannot be included if the Applicant can recover the VAT.
 - (i) When the lease was granted, it was unnecessary to obtain a determination as to the reasonableness of service charges before a lessor could issue a forfeiture notice. Therefore, at that time it could not have been contemplated that the costs in obtaining that determination would have been recoverable so they should not be recoverable now.
 - (j) Should the Tribunal disagree, the lease should be interpreted (with regard to the recovery of legal costs) on the basis of the law at the time it was granted the Tribunal should grant the same latitude in the Respondent's favour in respect of the interest claimed [RS 11].

Reasons for the Tribunal's decision

The Law

39. The Tribunal's jurisdiction to deal with this application is in Schedule 11 of CLARA. Paragraphs 1, 2 and 4 are set out below. Paragraph 5 refers to liability to pay and refers to the ambit of any application and the jurisdiction of this Tribunal to determine it.

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- (1) In this Part of this Schedule "administration charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
- (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,

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| <p>(b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,</p> <p>(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.</p> |
| <p>(3) In this Part of this Schedule “variable administration charge” means an administration charge payable by a tenant which is neither—</p> <p>(a) specified in his lease, nor</p> <p>(b) calculated in accordance with a formula specified in his lease.</p> |
| <p>2 “A variable administration charge is payable only to the extent that the amount of the charge is reasonable”</p> |
| <p>4</p> <p>(1) A demand for the payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges.</p> <p>(2) The appropriate national authority may make regulations prescribing requirements as to the form and content of such summaries of rights and obligations.</p> <p>(3) A tenant may withhold payment of an administration charge which has been demanded from him if sub-paragraph (1) is not complied with in relation to the demand. Commonhold and Leasehold Reform Act 2002 Page 211</p> <p>(4) Where a tenant withholds an administration charge under this paragraph, any provisions of the lease relating to non-payment or late payment of administration charges do not have effect in relation to the period for which he so withholds it.</p> |

The Leases

40. The relevant provisions of the leases which the Tribunal has considered are:-
- (a) Clause 2(14) which enables the Lessor to recover costs charges and expenses (including legal costs and fees payable to the lessor’s surveyor). See paragraph 20 above where this clause is set out in full; and
 - (b) Clause 3(2)(i) by which the Lessee covenants to contribute and pay to the Lessor as a maintenance and service charge pay the service charge (hereinafter called “the service charge”) a proportion of the annual costs and expenses and outgoings incurred by the Lessor in complying with the obligations contained in the Fourth Schedule hereto ...”; and
 - (c) Clause 3(2)(ii) which provides that “the service charge shall be calculated and in paid in accordance with the following provisions:-
 - (a) on the twenty fifth day of March and the twenty ninth day of September in each year the Lessee shall pay to the Lessor or its agents in advance in the first year the sum of Thirty seven pounds fifty new pence (£37.50) and thereafter such other sum as the Lessor its Accountants or Managing Agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim payment on account of the Lessee’s liability under sub clause (i) of this clause
 - (b) On or as soon as possible after the Twenty ninth day of September in each year the respective annual costs and expenses and outgoings

of the matters referred to in sub-clause (i) of this clause shall be calculated and if the Lessee's share of such annual costs and expenses and outgoings under the provisions hereinbefore contained shall fall short of or exceed the aggregate of the sums paid by him on account of his contribution the Lessee shall forthwith pay to or shall be refunded by the Lessor the amount of such shortfall or excess as the case may be notwithstanding any devolution of the Lease to the Lessee for the time being subsequent to the commencement of the accounting period to which such shortfall or excess (as the case may be) relates

(c) If any of the sums which are required to be paid by the Lessee in accordance with this clause shall not be paid within twenty one days after the same shall have become due then without prejudice to any other right or remedy of the Lessor hereunder the same shall forthwith be recoverable by action and the same shall carry interest at two per cent [sic] above the Barclays Bank Limited's base rate for lending or at the rate of ten per cent per annum (whichever shall be the higher) until payment;

And Clause 7(1) set out in paragraph 21 above.

Administration charges – legal costs

41. Copies of the demands for both the legal costs and the interest in respect of both Flats 4 & 5 have been disclosed and the Respondents have acknowledged that they received these.
42. The Tribunal is satisfied that there is a causal relationship between the recovery of the administration charges demanded and failure of the Respondent to pay service charges for which they are liable. The leases specifically enable the recovery of the Applicant's legal costs from the date it notified the Respondent that it intended to seek forfeiture of the Leases. The Respondents have admitted that they were notified of the Applicant's intention in January 2020, well before the submission of the application to the Tribunal in June 2020.
43. The Tribunal having considered both parties submissions as to the Applicants use of a Grade A fee earner and the use of Counsel at the hearing prefers the submissions of the Applicant.
44. The decision in the Service Charge Proceedings touches upon the history of the long running disputes between the parties. It was reasonable for the Applicant to seek representation from the solicitor who had actual knowledge of that dispute and who could address the challenges made by the Respondents, the nature of which is shown in emails disclosed to this Tribunal in the bundle and in response to the Respondents' statement.
45. Whilst the hourly rate for the Applicant's legal representative is above the guideline hourly rates, these date back to 2010 and are currently under review. This Tribunal is concerned only with the jurisdiction in paragraph 2 of Schedule 11 of CLARA, which requires that it assess if the charges are reasonable. Having considered the Applicant's submission the Tribunal has concluded that the information provided is sufficient to demonstrate that the costs incurred are both reasonable and reasonably incurred.

46. The Respondents have suggested that the legal costs are disproportionate when compared to amount of the service charges disputed. This Tribunal disagrees. Proportionality of costs is not relevant to this Tribunal in the same way as it will be considered in a summary assessment of costs in the County Court. This was considered in **Christoforou v Standard Apartments Ltd [2013] UKUT 586 (LC)**. In that case it was stated that the Tribunal has a limited jurisdiction with regard to costs. In making this determination it is not making an award of costs against the Respondents but deciding whether or not the Applicant can rely upon a contractual indemnity provision in the leases to recover its costs coupled with an assessment by the Tribunal, in accordance with the jurisdiction conferred on it by CLARA whether the costs charged are reasonable and reasonably incurred.
47. When assessing reasonableness, the Tribunal has taken account of all relevant factors ,such as the work undertaken on behalf of the Applicant, the result achieved and the importance of the outcome.
48. The Service Charge Proceedings related to unpaid service charge years over five years. The parties agree that the hearing bundle was extensive. This Tribunal has concluded in reliance on the documents disclosed in the bundle before it that the Applicant's use of a senior and experienced representative has contained, rather than inflated the costs.
49. The Tribunal also accepts the Applicant's submission that it was appropriate for the Applicant's to use Counsel for the conduct of the hearing. The Applicants referred to paragraph 72 of the judgement in the case of **Avon Ground Rents** as authority for such a decision being "valuable" in cases where one of the parties is a litigant in person. This Tribunal accepts that conclusion was relevant to the Service Charge Proceedings.
50. The Applicants have addressed each of the objections to the costs put forward by the Respondents. The Tribunal agrees with those submissions.
51. The Tribunal has concluded that:-
- (a) The costs included on the invoices for administration charges are only those incurred from 20 January 2021.
 - (b) The Applicant cannot recover VAT.
 - (c) The hourly rate for the Applicant's Representative is reasonable in the context of the complexity of the dispute and so is the amount of time for which a charge has been made.
 - (d) It was reasonable for the Applicant to use Counsel for the hearing and the Counsel's fee was reasonable in the context of the dispute.
 - (e) It is not correct that the service charges only became payable once determined. The leases contain a contractual obligation for lessees to pay service charges in advance and on account for the service charge year in which the charges are to be incurred and the representations made to the contrary by the Respondents are without merit.
 - (f) Counsel could not have made an election which bound the Applicant in the Service Charge Proceedings to recovery of its costs as service charges. The costs had not been demanded from any party at that stage.

- (g) The interest rate is contractual and therefore not subject to challenge. The Applicant could have charged additional interest but has not.
- (h) The owners of the other five flats within 32 Brunswick Square have funded the shortfall in expenditure since the Respondents failure to pay service charges in 2014. It is just and equitable for the Applicant to seek to recover those costs from the Respondents whose actions are the reason those costs were incurred.

Administration Charges -Interest

- 52. The Respondents are contractually liable under the leases to make payments on account of service charges for the current service charge year on 29 September and 25 March. If a payment is not made within 21 days of the due date the outstanding sums are recoverable by action and “shall carry interest”. The applicable rate of interest is 10%. The fact that current legislation enables a tenant to challenge the amount of the service charges demanded does not affect the Applicant’s contractual right to recover interest on the arrears.
- 53. The Applicant has charged interest on all the service charges arrears from 15 November 2019. It is entitled to charge interest on each years’ service charge from the date the payment was contractually due, but it has not.
- 54. A tenant who pays his service charges in accordance with demands received is not prevented from challenging his liability to pay or the reasonableness of the charged at a later date. 27A(5) of the Landlord and Tenant Act 1985 specifically provides “But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment”. If the Respondents had paid the service charges when they were demanded no claim forfeiture could have arisen.
- 55. Therefore, the Tribunal dismisses the Respondents, submissions that either the interest is not recoverable, and if recoverable that it is not recoverable at the rate referred to in the lease. The wording of the lease provides for the interest rate to be linked to base rate, should that exceed the minimum rate of 10%, which the Tribunal has interpreted as an indication that the draughtsman considered that the rate should always represent a penalty to the paying party.
- 56. The suggestion made by the Respondents’ representative that the penalty rate of interest does not equate to the “cost” to the Applicant of the delayed payment is irrelevant. The lease does not connect the penalty interest rate with the cost to the lessor of foregoing a payment to which it is contractually entitled. It is not unusual for leases to contain penalty interest rates which can be recovered when tenants are late in paying rents or service charges. A tenant who wishes to avoid paying interest should pay the amounts due promptly and if appropriate challenge the reasonableness of the amounts paid at a later date.
- 57. Furthermore, as the Applicant submitted, **Kensquare** is authority for the fact that changes in legislation which have occurred following the date of the lease are irrelevant and do not prevent recovery of the costs that might be incurred to take forfeiture proceedings. The Court of Appeal considered this point and dismissed it, following earlier authorities in the lower courts.

General Comments

58. These paragraphs are not, and should not be construed, as reasons for the Tribunal's decision. The Tribunal has noticed that the summary of rights and obligations on the demands for payment of the administration charges is not in the correct form. Paragraph 4(1) of Schedule 11 to CLARA requires that a demand for payment of an administration charge must be accompanied by a summary of the rights and obligations of tenants of dwellings in relation to administration charges. The summary of rights and obligations which endorsed on all four demands is headed **Service Charges – Summary of Tenant's Rights and Obligations**. It refers to variable service charges. The correct form of summary is contained in the **Administration Charges (Summary of Rights and Obligations) (England) Regulations 2007 [SI 2007/1258]**. The content of that summary is different from the summary which relates to service charges.
59. The Respondents have not raised any complaint regarding the validity of the administration charges demands. Had the Respondents done so, the Applicant could have served further demands with the correct form of summary of rights and obligations, and indeed the Applicant may still do this.
60. This Tribunal has determined the application without a hearing. Whilst it is perfectly entitled to raise a matter of its own volition it must do so fairly and offer the parties an opportunity to deal with the point raised. **Keddie V Hill [2012] UKUT 323 (LC)**.
61. Since the Respondents have not questioned the validity of the administration charges demands the Applicant therefore has not been "put on notice" as to a possible defect and has been offered no opportunity to respond. The Respondents are legally represented so the Tribunal has assumed that either their representative did not notice the defect, or that he decided to be pragmatic, accepting as is the case, that the demands can be reissued in the correct form and the defect will not ultimately impact on their liability.

Judge C A Rai

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpcsouthern@justice.gov.uk**. as this will enable the First-tier Tribunal to deal with it more efficiently.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.