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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	LON/00AE/LAM/2016/0017
Property	:	Cairnfield Court, Cairnfield Avenue, NW2 7PP
Applicants	:	Renata Garwolinska and Soraya Safavi
Representative	:	Javed Patel (Legal Comfort, Solicitors)
Respondent	:	Strandview Ltd
Representative	:	Katrina Mather (Counsel) instructed by Steinfield, Solicitors
Type of application	:	The Appointment of a Manager
Tribunal members	:	Judge Robert Latham Peter Roberts DipArch RIBA
Venue of Hearing	:	28 July 2016 at 10 Alfred Place, London WC1E 7LR
Date of decision	:	6 September 2016

DECISION

Decisions of the Tribunal

(1) The Tribunal does not make an order for the appointment of a Manager.

(2) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985.

(3) The Tribunal does not make an order for the reimbursement of the tribunal fees paid by the Applicant.

(4) The Tribunal does not make an order for costs against the Applicant pursuant to Rule 13(1)(b) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

The application

1. By an application issued on 28 April 2016, the Applicants seek an order appointing a manger for Cairnfield Court, Cairnfield Avenue, London NW2 7PP ("the property") pursuant to Section 24 of the Landlord and Tenant Act 1987 ("the 1987 Act"). Ms Renata Garwolinska is the tenant of Flat 9, whilst Ms Soraya Safavi is the tenant of Flat 7. She does not occupy her flat. The application form identifies Maygrove Residential Estates as the proposed manager. The Applicants now propose that Mr Ramesh Pindoria, a director of RAM MGT Services Limited ("RAM") be appointed.

2. On 6 May, the Tribunal gave Directions. On 10 June, the timetable was varied. The Tribunal identified the following issues to be determined:

(i) Is the preliminary notice compliant with section 22 of the Act and/or, if the preliminary notice is wanting, should the tribunal still make an order in exercise of its powers under section 24(7) of the Act?

(ii) Has the applicant satisfied the tribunal of any ground(s) for making an order, as specified in section 24(2) of the Act?

(iii) Is it just and convenient to make a management order?

(iv) Would the proposed manager be a suitable appointee and, if so, on the terms and for how long should the appointment be made?

(v) If application is made, should the tribunal make an order under section 20C of the Landlord and Tenant Act 1985, to limit the landlord's costs that may be recoverable through the service charge and/or an order for the reimbursement of any fees paid by the applicant?

3. By 17 June, the Applicants were required to send the Respondent details of their case. They provided details of their proposed manager, Mr Pindoria (at p.27-67 of the Bundle). They did not provide a draft management order or the terms that they would ask the Tribunal to include in any management order. Ms Garwolinska provided a detailed witness statement amplifying her case for the appointment of a manager (at p.68-438). This included a short statement from Ms Sue Rankin, the tenant of Flat 6 (at p.164). Ms Safavi has not made a statement and did not appear at the hearing.

4. By 1 July (later varied to 8 July), the Respondent was required to send the Applicants details of their case in response. The Respondent asserts that Mr Pindoria lacked the necessary experience to be appointed as a manager (p.156-174). The Respondent relies on two witness statement:

(i) Mr Brian Peppiatt who has managed the property on behalf of the Respondent since 22 December 2010 (at p.175-438); and

(ii) Mr James Feeney who is the sole director of the Respondent Company (at p.439-471).

5. By 8July (varied to 15 July), the Applicants were permitted to send their Reply. This is to be found at p.472 to 555 of the Bundle.

The Inspection

6. The Tribunal inspected the property prior to the hearing. The following were present at the inspection:

(i) The Applicants: Ms Garwolinska, Mr Raza (a family friend who was protecting the interests of Ms Safavi), Ms Rankin and Mr Javed Patel (their solicitor).

(ii) The Respondent: Mr Feeney, Mr Peppiatt, Ms Katrina Mather (Counsel) and Ms Maesh Patel (her Instructing Solicitor)

7. Cairnfield Court is a purpose built block of flats constructed in 1939. Originally, there were 11 flats on three floors. There are now four floors. In 2010 an extension was added. The second floor was extended creating Flat 12; Flats 13, 14 and 15 were created on the third floor. We understand that the Respondent lets out these new flats to assured shorthold tenants.

8. Overall, the block was in a neglected state. It was not a pleasant environment. There were defective/leaking joints to the cast iron soil and waste pipes. There was green mould on the external brickwork. There was staining to the glazing to the stairway with bird droppings. The drains were blocked with rubbish. Some twelve months previously, the front wall had been damaged by a reversing car. It had not been repaired. There is a problem of vagrancy. Ms Garwolinska has erected spikes above the fencing by the refuse area to deter trespassers and also on the low level front boundary wall. A CCTV camera had been installed some 6 months previously. A row of shops back onto the premises. There was evidence that the area is infested with rats. The local authority had erected a "No dumping" sign. There were ten bins in the refuse area for the property. There was evidence of rat droppings in this area. When the additional flats were added to the property, the local authority stipulated that three parking spaces be provided. Part of the

rear garden is now used for this purpose. This area was filthy. Part of the fencing had been damaged. A cage for bicycles was also provided as a condition of the planning consent. Ms Garwolinska complained that they had no key to it.

9. The entry phone system was not working. The common parts lighting was on a time switch; there was no independent control. There were uneven and worn vinyl tiles. There was graffiti on the wall on the ground floor of the common parts. We were told that there had been a leak in February 2015. The damage to the decorations in the common parts had still not been made good. Fire doors and lobbies had been installed which made the common parts claustrophobic. It was apparent that not all the occupants cared for the common parts.

The Hearing

10. The Applicants were represented by Mr Patel. He had only taken over the case two days previously. However, he had acted for the tenants in County Court proceedings in 2015. He adduced evidence from Mr Pindoria and Ms Garwolinska. Ms Mather represented the Respondent. She adduced evidence from Mr Peppiatt.

11. The Tribunal were referred to the Judgment of His Honour Judge Bailey given on 18 June 2015 in Claim No.2CL20028 in the Central London County Court (at p.447-471). The Order which he made is at p.476-7. On 1 April 2011, six tenants issued proceedings in the High Court: Soraya Safavi (Flat 4); Susan and Hazel Rankin (Flat 6); Semanneh Safavi (Flat 7); Tahereh Haddad (Flat 8) and Renata Garwolinska (Flat 9). This action was heard by His Honour Judge Bailey over 4 days in June 2015. The Case was brought against the Respondent and Garpoint Limited, a company under his control.

12. The tenants claimed damages for alleged loss and damage arising from the construction of the four additional flats in 2010. These claims were largely unsuccessful. The Judge awarded £1,000 to Ms Garwolinska in respect of water damage to her flat (see [35]). Various further claims that she brought were unsuccessful. He awarded Mr and Mrs Rankin £250 for nuisance caused by the building works (see [31]).

13. The Respondent counterclaimed for arrears of service charges for the following periods: (a) June 2001 to June 2007; (b) December 2010 to March 2014; and (c) March 2014 to June 2014 (see [73]). The Respondent abandoned its claim for this first period.

14. The Respondent also claimed in respect of a service charge demand made on 2 December 2011 for major works. These works had been subject to a determination by a Leasehold Valuation Tribunal on 30 May 2008. The sum claimed for these works in respect of each flat was

reduced from £4,443 to £3,684.76 on two grounds: (i) the landlord was not entitled to claim VAT and (ii) the landlord had wrongly claimed a 15% supervision fee for Martin Surveying Associates. The landlord contended that while Martin Surveying Associates had not supervised the works, this sum had been paid to them for other works in excess of the 15% claimed. The Judge observed that things were "not as bad as they appeared at first sight". But because of the "misdescription", the landlord "very sensibly" did not pursue this aspect of the claim.

15. The Respondent obtained money judgments against these Applicants as follows:

(i) Ms Garwolinska (Sixth Claimant): £6,284.27 (including interest of £750.54, but deducting the £1,000 awarded on her claim);

(ii) Soraya Safavi (First Claimant): £7,283.30 (including interest of £750.54).

16. The Court further ordered the tenants to pay the Respondent's costs of both the claim and counterclaim. On 1 April 2016, HHJ Bailey made an interim costs order in the sum of £96,334.03 (see p.482). The tenants have applied to set this order aside.

17. HHJ Bailey observed that "this case really should never have come anywhere near a courtroom but it is not for me to try and analyse what went wrong". This Tribunal is not willing to revisit any issue which has been determined by the County Court. We inquired whether Ms Garwolinska had discharged her judgement debt. We were told that it had been settled by her Building Society.

18. The tenants have also made a complaint to the Willesden Magistrates Court alleging offences pursuant to Section 2(1) of the Fraud Act 2006 (see p.91). We understand that these relate to invoices dated 9 January 2003 (at p.149) and 14 March 2003 (p.150). The tenants contend that in the County Court proceedings, Mr Feeney admitted that he had done the work, but had submitted invoices in the names of "J.Power" and "M.Maloney" as he believed that this pretence would make it easier to recover the cost of the works (see p.100). Further, he claimed VAT, when he was not VAT registered.

19. HHJ Bailey does not seem to have referred to this in his judgment. However, he noted that the landlord was "perfectly sensibly" abandoning its claim for any service charges for the period from June 2001 to June 2007, adding that this was before Mr Peppiatt became involved in managing the property (at [73]).

20. In his witness statement ([10] at p.441), Mr Feeney admits that he acted "somewhat foolishly". It is to be noted that Ms Garwolinska did not

own her flat at this time. These proceedings are still pending before a criminal court.

The Law

21. Section 24(2) of the 1987 Act provides, in so far as is relevant:

(2) The appropriate tribunal may only make an order under this section in the following circumstances, namely—

(a) where the tribunal is satisfied—

(i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ab) where the tribunal is satisfied—

(i) that unreasonable service charges have been made, or are proposed or likely to be made, and

(ii) that it is just and convenient to make the order in all the circumstances of the case;

(ac) where the tribunal is satisfied—

(i) that any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993(codes of management practice), and

(ii) that it is just and convenient to make the order in all the circumstances of the case.

22. We remind ourselves of the following principles:

(i) The appointment of a manager should be a remedy of "last resort".

(ii) The focus of the Tribunal should not be on historic matters. The appointment of a manager deals with the future only. The Tribunal should be concerned with the likely future management of the property and whether the plans proposed by an applicant would make any difference.

(iii) The appointment of a manager should be curative, rather than to penalise the existing management (See *Mason v 1 Vermont Road (Freehold) Ltd* LON/00AH/LSC/2011/0003 at [12]).

The Background

23. The lease for Flat 9 is at p.405-415. It is dated 2 July 1959 and grants a term of 99 years. By Clause 2(4) the tenant covenants to keep the flat in repair and by Clause 2(15) to insure the building. The obligation to insure would normally be on the landlord. The landlord has offered to insure the whole building. However, the tenants have not cooperated with this.

24. By Clause 3(3), the landlord covenants keep the building in repair, to have the refuse bins emptied and to light and keep clean the common staircase, entrance hall and passageway leading to the demised premises. By Clause 2(6), the tenant covenants to contribute their due proportion to the cost of providing these services,

25. On 29 October 2002, the Respondent acquired the freehold interest. HHJ Bailey (at [4]) noted that Mr Feeney apparently had his eye on the potential for development of the block. This was undoubtedly correct. On 20 January 2003, Ms Safavi acquired her interest in Flat 4. On 16 March 2007, Ms Garwolinski acquired her interest in Flat 9.

26. It is not appropriate for this Tribunal to revisit the roof extension that was executed in 2010. The relevant issues were addressed by HHJ Bailey. The Judge rejected the following claims, namely that the landlord was in breach of covenant in that: (a) it had wrongly constructed the three parking spaces and the cycle store ([49]); (b) it had allowed the bin storage area to become overcrowded and messy ([51]); (c) it had installed a second entry phone system for just the four new flats which was unsightly and caused a duplication of wiring ([56]); (d) it had wrongly removed the light switch to the ground floor common parts ([57]); (e) it had constructed two new fire lobbies to each floor ([58]); (f) it had removed frosted glass windows thereby removing borrowed light ([60]); and (g) it had left unsightly new boxed-in cables in the interior common parts was a breach of covenant ([61]). Despite these findings, these complaints were again raised on our inspection.

27. On 22 December 2010, the Respondent appointed Mr Peppiatt as managing agent. On 23 December, Mr Peppiatt wrote to the tenants informing them of his appointment and inviting them to make contact with him (p.186). On 4 January, Ms Garwolinska responded (p.188) stating stated that the property management was dealt with by the Cairnfied Court Residents Association, She added "unfortunately, on this occasion I will not accept your services".

28. HHJ Bailey addressed the issue of the Residents Association in his judgment (at [2]). During the early 1990s, there had been a fairly active Residents Association. On 11 August 1993, the Association had become recognised under Section 29 of the Landlord and Tenant Act 1985. This recognition expired in 1997. The Judge described how the Residents Association had not proved to be competent ([18]). He noted that the tenant appointed to be responsible for its financial affairs was now serving a prison sentence of seven years without anyone taking his place.

29. On 5 February 2011, Mr Peppiatt wrote to all the tenants informing them of his proposal to hold a meeting on 17 February (p.189). On 10 February, Mr Patel, Blackstone Solicitors, wrote on behalf of the Residents Association asking him not to contact the tenants (p.190). Only the tenants of Flats 5 and 10 attended the meeting. The proposed budget (at p.193) was adopted. On 14 March, Mr Peppiatt provided Mr Patel with a copy of the budget (p.193-4). He addressed the issue as to whether the Residents Association had any formal status.

30. Mr Peppiatt impressed HHJ Bailey as being very knowledgeable and determined managing agent ([21]). The Judge regretted that the tenants clung to their mistaken view that they were managing the block and refused to engage with him. He concluded that had he had the goodwill of the tenants, he was capable of effecting improvements to the block.

31. Mr Peppiatt gave evidence to this Tribunal. He is now aged 78. He impressed us as an enthusiastic witness who emphasised his desire to put the property in a better condition, but his inability to do so because of the failure of the tenants to pay their service charges. He has provided Certified Statements of Service Charges for the annual periods between 25 December 2010 and 24 December 2014. He was in the process of finalising the accounts for the year end 25 December 2015 and these were provided to the Tribunal. He noted that these Applicants have not voluntarily paid a single penny towards the service charges.

32. Mr Peppiatt stated that had any tenant asked for a key to the bicycle cage, he would have provided one. No one had complained about the rats. Ms Garwolinska tended to return any letters that he sent to her. Mr Peppiatt accepted that external decorations were required. However the landlord was awaiting funding. The landlord was now insuring the whole building, albeit that the leases required the tenants to insure their individual flats. It clearly makes sense for there to be a single insurance policy in place. However, the tenants have failed to cooperate with this.

33. Ms Garwolinska told the Tribunal that she did not want to recognise Mr Peppiatt as the managing agent. She referred any correspondence from

him to her Solicitor. She conceded that she had not paid the service charge for 2014/5. She stated that no services had been provided.

34. HHJ Bailey was not without sympathy for the tenants. He noted (at [51]) that Miss Rankin and Ms Garwolinska had sought to clean the communal areas. We observed on our inspection the steps that Ms Garwolinska had taken to try and make the bin area more secure. The Judge also noted (at [18]) the problem caused by some tenants who behaved in a generally disrespectful way. We were told that Flat 10 is let to Brent Housing Partnership and is occupied by short term tenants. Another tenant is in prison and owes £7,000 in arrears of service charges.

Our Determination

35. The Directions identified the four issues that we needed to address, namely:

(i) Is the preliminary notice compliant with section 22 of the Act and/or, if the preliminary notice is wanting, should the tribunal still make an order in exercise of its powers under section 24(7) of the Act?

(ii) Has the applicant satisfied the tribunal of any ground(s) for making an order, as specified in section 24(2) of the Act?

(iii) Is it just and convenient to make a management order?

(iv) Would the proposed manager be a suitable appointee and, if so, on the terms and for how long should the appointment be made?

The Terms of a Management Order

36. The Tribunal addresses this issue first. We have noted that the Applicants have failed to produce a draft management order as required by the Directions. This is not merely a technical matter. It goes to the heart as to the outcome that the manager is intended to achieve. How can a manger put the property in a proper state of repair and maintain the common parts if he lacks the funds to do so?

A Suitable Appointee as Manager

37. The Tribunal considered whether Mr Pindoria would be a suitable appointee. We conclude that he is not. Mr Pindoria was the first witness whom we heard. RAM, his company, was formed in 2013 to complement his letting and management company, Regal Asset Managers Limited. RAM manages 10 blocks, most of which only had 2 to 4 flats. Mr Pindoria spent 80% of his time on his lettings business and only 20% on his management duties. He employed Mr Kidd who spent some 60% of his time in managing properties and 40% on

lettings. Mr Pindoria had known the block for some 9 to 10 years and had acted as letting agent for Mr Feeney. However, he had not inspected the property. He was unaware that 6 of the 12 tenants were in arrears with their service charges. He stated that he would need to take action to recover the arrears. He would need to take legal advice on the person to whom he should look to for his instructions. He had not previously acted as a court appointed manager. In answer to a question from the Tribunal he stated: "Frankly speaking, I do not believe that I have the required experience". The Tribunal commends him for his candour. We are satisfied that he lacks the experience to be appointed as a manager. This would not be an easy block to manage.

Section 22 – The Preliminary Notice

38. Given our findings on these two matters, the Tribunal is bound to refuse the application to appoint Mr Pindoria as a manager. However, given the background to this application, we address the other requirements briefly.

39. It is common ground that the Applicants have served a valid notice under Section 22. This is to be found at p.13-19 of the bundle. This was prepared by Ashley Wilson Solicitors. Three grounds are specified for the appointment of a manager: (i) the landlord is in breach of its obligations to the tenants under the lease, including, but not limited to, the management of the building; (ii) the landlord has made and/or proposed unreasonable service charges; and (iii) other circumstances exist that make it just and convenient to appoint a manager.

Section 24 – The Grounds of the Application

40. The Tribunal deals briefly with the three grounds upon which the Applicants rely

41. Breach of Obligation - the Applicants complain of six matters:

(i) Emptying the refuse bins (1.1). The Applicants have not established this ground. We accept Mr Peppiatt's evidence that the bins are emptied weekly. There was evidence of a rodent infestation. However, the infestation seems to arise from the neighbouring commercial premises. This claim was dismissed by HHJ Bailey.

(ii) Access to the bin area (1.2). We are satisfied that the landlord has taken reasonable steps to repair and maintain this area. This is a difficult area to maintain given the conduct of some of the tenants and third parties.

(iii) Cleaning of the common parts (1.3): Mr Peppiatt stated that the staircase is cleaned monthly. We accept his evidence.

(iv) The external common parts (1.4): Mr Peppiatt stated that the external areas are cleaned monthly. Despite this, we accept that the state of the external areas is not satisfactory. However, part of the problem can be attributed to the anti-social behaviour of occupiers of the premises and passers-by. During our inspection we noted evidence of vagrancy.

(v) The Building is not kept in good repair (1.5): The Tribunal noted items of disrepair during its inspection. We accept Mr Peppiatt's evidence that the landlord's ability to address this arses from the failure of these two Applicants and four other tenants to pay their service charges.

(vi) The flood "in or around 2014/2015" (1.6): We are not satisfied that this was due to any default by the landlord.

42. Unreasonable service charges have been made, or are proposed or are likely to be made: The Tribunal has noted the allegations relating to the invoices issued in 2003. These are historic and pre-date the appointment of Mr Peppiatt as manager. We have also noted the reduction that HHJ Bailey made to one service charge demand. However, the Judge found that all the other service charges demanded between December 2010 and June 2014 were payable. Section 27A(4)(c) of the Landlord and Tenant Act 1985 expressly precludes us from revisiting any matter that has been subjected to a determination by a Court.

43. Other Circumstances: The Applicants complain that the landlord has failed to keep service charge accounts. The landlord has provided accounts for 2010/11 to 2013/14 together with a number of supporting documents (at p.249-381). Mr Peppiatt states that all these documents were disclosed in the County Court proceedings. The most recent accounts were produced at the hearing. The Applicants complain that the landlord has failed to maintain the fire safety equipment. The Tribunal have been provided with a Fire Risk Assessment dated 17 August 2012 (at p.417-438).

<u>"Just and Convenient" to make a management order</u>

44. We have rejected the majority of the Applicants' complaints. However, we have found items of disrepair and lack of maintenance. Even had the Applicants provided us with a draft management order and proposed a suitable appointee, the Tribunal would not have considered it just and convenient to make a management order.

45. We are satisfied that Ms Garwolinska and Ms Safavi are largely architects of their own misfortune. They have refused to recognise Mr Peppiatt as the agent appointed by the landlord to manage the building.

We are satisfied that Mr Peppiatt has been anxious to put the property in a proper state of repair. However, the tenants must cooperate with him and pay their service charges. This is not an easy building to manage. A number of tenants have let out their flats. They have not ensured that their sub-tenants treat the property with respect. Externally, there are problems of vagrancy and anti-social behaviour caused by third parties. There is also a problem of rodent infestation which seems to emanate from the commercial premises which back onto the property.

46. We accept that Ms Garwolinska has taken steps to try and improve the environment in which she lives. For example, she has sought to make the refuse area more secure. However, we would urge her to cooperate with Mr Peppiatt. Both landlord and tenants have a common interest in ensuring that this property is put in a proper state of repair and that the common parts are maintained to a higher standard.

Refund of Fees and Costs

47. The Applicants have made an application for a refund of the fees that they have paid in respect of their application under Rule 13(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Tribunal Rules). Having heard the submissions from the parties and taking into account the determinations above, the Tribunal does not order the Respondent to refund any fees paid by the Applicants.

48. The Applicants have also applied for an order under section 20C of the 1985 Act. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal determines that it is not just and equitable in the circumstances for an order to be made under section 20C of the 1985 Act

49. The Respondent made an application under Rule 13(1)(b) on the ground that the Applicants had acted unreasonably in bringing this application. This is normally a "no costs" jurisdiction. An award under Rule 13(1)(b) is only justified in exceptional circumstances (see *Willow Court Management Company (1985) Ltd v Alexander* [2016] UKUT 290 (LC)). We refer to the judgment of the Upper Tribunal at [24]:

> "An assessment of whether behaviour is unreasonable requires a value judgment on which views might differ but the standard of behaviour expected of parties in tribunal proceedings ought not to be set at an unrealistic level. We see no reason to depart from the guidance given in *Ridehalgh v Horsefield* [1994] Ch 205 at 232E, despite the slightly different context. "Unreasonable" conduct includes conduct which is vexatious, and designed to harass the other side rather than advance the resolution of the case. It is not enough that the conduct leads in the event to an

unsuccessful outcome. The test may be expressed in different ways. Would a reasonable person in the position of the party have conducted themselves in the manner complained of? Or Sir Thomas Bingham's "acid test": is there a reasonable explanation for the conduct complained of?"

50. We are satisfied that the Respondent has not met the high threshold that must be met before the Tribunal makes an order under Rule 13(1)(b) on grounds of unreasonable conduct. It is not sufficient that the Applicants have failed in their application. Both Applicants have had justified complaints about the state of the premises. However, they have not taken the correct steps to remedy the situation. This does not constitute unreasonably conduct justifying a penal costs order.

LON/00AE/LSC/2015/0249

51. We understand that these Applicants and four other tenants have brought a separate application (LON/00AE/LSC/2015/0249) seeking a determination under Section 27A of the 1985 Act in respect of the costs incurred in respect of the major works which were executed in 2011. The Tribunal is concerned that the tenants may again be seeking to relitigate matters which were determined by HHJ Bailey. We would urge the tenants to carefully review their position prior to the hearing fixed for 5 October 2016.

52. The Tribunal offers a mediation service. The Case Officer is in a position to provide details. Both landlord and tenant have a common interest in ensuring that this property is properly repaired and maintained. The Tribunal would urge the parties to discuss how this can be best effected.

Judge Robert Latham
6 September 2016

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 Tribunal at the Regional office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.