FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AY/HNA/2020/0075**
HMCTS code	**:**	**V:VIDEO**
Property	**:**	**82 Fawnbrake Avenue London SE24 0BZ**
Appellant	**:**	**Mr F Brown**
Representative	**:**	**Hodders solicitors**
Respondent	**:**	**London Borough of Lambeth**
Representative	**:**	**Lambeth Legal Services**
Type of application	**:**	**Appeal against a financial penalty - Section 249A & Schedule 13A to the Housing Act 2004**
Tribunal	**:**	**Judge Pittaway** **Ms S Coughlin MCIEH**
Date of hearing	**:**	**12 April 2021**
Date of decision	**:**	**6 May 2021**

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been not objected to by the parties. The form of remote hearing was V: CVPREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents before the tribunal at the hearing, the contents of which the tribunal has noted, were;

1. Appellant's bundle (55 pages)
2. Respondent's bundle (245 pages)
3. Skeleton argument of Mr Wright of counsel on behalf of the appellant.

At the video hearing the the appellant was represented by Mr Wright of counsel and the respondent was represented by Mr Ham of counsel. The tribunal heard evidence from the following occupants of the property, Mr Fletcher, Ms Latham, Ms Sydee, Mr Green and Mr Chardon. It heard evidence from Ms Bennett an Environmental Health Officer and Mr Preston, Interim Head of Private Sector Enforcement and Regulation, both from the London Borough of Lambeth. It also heard evidence from Mr Brown. It heard submissions from Mr Ham and Mr Wright.

At the start of the hearing Mr Ham informed the tribunal that he had not received Mr Wright's skeleton argument. It was arranged that this should be sent to him so that he might consider it over the lunch break.

In addition the tribunal referred to the decisions in

IR Management Services Limited v Salford CC [2020] UKUT 81 (LC) (**'*Salford*"**)
Thurrock Council v Khalid Daoudi [2020] UKUT 209 (LC) ('***Daoudi***')
Thurrock Council v Palm View Estates [2020] UKUT 0355 (LC) ('***Palm View Estates***')

Decision

1. The tribunal finds that the property was a house in multiple occupation during the relevant period and that the appellant was a person having control of the property and he has therefore committed an offence under section 72(1) of the Housing Act 2004 (the '**2004 Act**').

2. The tribunal finds that the appellant did not have a reasonable excuse pursuant to s72(5) of the 2004 Act for having committed a criminal offence.

3. The tribunal finds, having regard to the Council's policy and the evidence it heard, that the appropriate financial penalty to impose on the appellant in respect of the property is £18,500.

Application

4. By an application dated 5 June 2020 the appellant seeks to challenge the imposition by the London Borough of Lambeth (the '**Council**') of a financial penalty of £24,999 in respect of the property.

Background

5. The property is described in the application as comprising 4 bedrooms, 3 reception rooms, 1 bathroom, 1 shower room and 1 WC (with one of the bedrooms designated as a boxroom) on two storeys.

Agreed matters

It was agreed by the parties that the appellant collected the rent in cash in person. The respondent did not dispute that the appellant's evidence that he was the beneficial owner of the property, although it is registered at the Land Registry in the name of his son.

Issues

6. The issues for the tribunal to determine were

    - Had Mr Brown committed the offence under section 72(1) of the 2004 Act of controlling an unlicensed HMO?
    - If Mr Brown had committed an offence did he have a reasonable excuse?
    - If Mr Brown had committed an offence and did not have a reasonable excuse what was the appropriate level of penalty??

Evidence

7. The tribunal heard evidence from Mr Fletcher, Ms Latham, Ms Sydee, Mr Green and Mr Chardon that they had all lived at the property. All referred to the property as a six bedroom house.

8. Mr Fletcher occupied a room on the first floor at the property from 2 September 2019, having found his room through friends and shared the property with seven other named individuals. He had paid his deposit of £692 to a previous tenant. He paid his rent of £540 per month in cash, which was collected personally by the respondent. Mr Brown had never asked who he was biut he had introduced himself to Mr Brown as a new tenant.

9. Ms Latham had occupied a room on the first floor at the property since 12 May 2019, having found her room through Ms Sydee. She had paid a deposit of £692 to a previous tenant and paid rent of £480 per month, which was paid in cash to Mr Brown monthly, together with the rent of the other

occupants. When she asked the tenant she was replacing (Mr Julien Coutret) about a tenancy agreement she was told there was no formal tenancy documentation. She tried unsuccessfully to raise this with the landlord whose telephone number she had been given., and also the question of her deposit, which Mr Brown told her was protected by a 'bond'. The text she had sent Mr Brown about this was not available because her phone had been stolen in August 2019. Attached to her statement were several photographs showing the rent for the whole property (stated to be £3,500) laid out in cash, and one of Mr Brown viewing the cash laid out on a table. Ms Latham confirmed that the minimum number of tenants at the property at any time was seven. She also confirmed that whenever she had been present the rent was handed over it was Mr Brown, who had never questioned her presence there. Ms Latham also stated that there were normally five or six persons present when the rent was handed over, never fewer than five and that this had never been queried by Mr Brown.

On being questioned by the tribunal Ms Latham confirmed that initially her bedroom had not been locked, she had put in her own lock. Post, to a lot of addressees, was kept in a pile by the door. There was no correspondence addressed to Mr Brown. She stated that bicycles were kept chained outside the property, up to seven at a time, and that the tenants had a cleaning rota set out in a schedule in the kitchen. Mr Brown did not inspect the property when the occupants complained of water ingress. She was not aware of smoke detectors at the property.

10. Ms Sydee shared a room on the first floor of the property with Mr Green from September 2018. She found the room through Facebook and was shown around by Ms Snape, the tenant from whom she took over, and to whom she paid a deposit of £950. Ms Sydee stated that she was generally there when Mr Brown came to collect the rent. He was not interested in who she was and he did not want to know their names.

11. Mr Green confirmed that he had occupied a room at the property with Ms Sydee until July 2020, paying a rent of £400 per month. On arrival he paid a deposit of £475. He was generally present when Mr Brown came to collect the rent, who had never asked his name. He had not spoken to Mr Brown before moving in. On one occasion Mr Brown had been accompanied by his son Michael when he came to collect the rent which was paid in cash. He stated that Mr Brown had not provided them with his actual address.

12. Mr Chardon confirmed that he had lived at the property since April 2019, having found it through Mr Coutret with whom he shared a room until another tenant (Jessica) moved out. He had paid his deposit to Jessica. He had been at the property when the rent was paisd to Mr Brown in cash maybe three times, when five or six people had been present. Mr Brown never asked why there were so many people. He confirmed that there were no fire detectors at the property.

13. In the respondent's bundle there was a witness statements from Ms Williams who had lived at the property in a ground floor room with Mr Sid Townsend

since April 2019, having been shown around the property by Stephanie Tredan. She had found the room through Ms Sydee. She had paid a deposit of £678 but her statement did not say to whom. Her statement said that when she queried protection of her deposit with Mr Brown he said that it was protected by a bond. Her statement also says that Mr Brown was aware that eight people were living at the property.

14. The respondent's bundle also contained a witness statement from Ms Cullen who had occupied a first floor room from September 2018, paying rent of £580 per month. She found the room through 'Spareroom'and paid a deposit of £560.

15. The tribunal then heard evidence from Ms Bennett that she had been contacted by Ms Sydee on 3 October 2019, following bailiffs having attended the property in connection with arrears relating to Mr Andrew Brown. On 11 October 2019 Ms Bennett was advised by electoral services that six people were registered to vote at the property. Ms Bennett visited the property with a colleague, Ms Artis Singh, on 14 October 2019 when she met Ms Williams, Ms Sydee, Ms Latham, Mr Fletcher and Mr Chardon and was told by them that Mr Green, Ms Cullen and Mr Townsend also lived in the property. Those present confirmed they knew their landlord as Fred Brown to whom they paid rent of £3500 per month in cash, although it was sometimes collected by his son Michael. Receipts were sometimes provided but not always. She was told that none had written tenancy agreements and their deposits were 'rolling deposits' given to the tenant who was vacating the room they were taking over.

    Ms Bennett confirmed that Ms Singh and she had carried out an inspection of the property which was being occupied as a six bedroom house, with a shared lounge and communal kitchen. It had one bathroom and a disused shower room. Ms Bennett noted various defects at the property, in particular relating to fire protection and an Improvement Notice has been served in relation to these.

    On being questioned by the tribunal Ms Bennett confirmed that she had inspected each bedroom and all were occupied. She did not recall having seen a cleaning rota in the kitchen.

16. Ms Bennett established that the registered proprietor of the property was Mr Andrew Brown. She received a phone call from Mr Andrew Brown on 1 November 2019 who told her that he held the property in trust for his father. On 11 November 2019 Ms Bennett received a phone call from Mr Brown 'senior' from the telephone number recorded in the tenants' statements as being that of their landlord. He stated that the tenants should not be there and the matter was in the hands of his solicitors. On 20 November Mr F. Brown(the appellant) advised Ms Bennett that he had served a s21 Notice on 3 named tenants (none of whom were the occupants that Ms Bennett had identified). On 21 November Ms Bennett advised Mr Brown that the 2004 Act prevented a landlord operating an unlicensed HMO from serving a s21

Notice. On 26 November 2019 Mr Brown confirmed to Ms Bennett by e mail that he was the beneficial owner of the property.

17. Following a further exchange of e mails Mr Brown advised Ms Bennett on 13 January 2020 of his wish to apply for a temporary exemption from mandatory licensing, which application by him was refused on 24 January 2020 because the relevant supporting documents had not been provided and Ms Bennett was not satisfied that Mr Brown would be taking steps to ensure that the HMO would cease to be subject to licensing. There was no appeal against that decision.

18. Ms Bennett revisited the property on 6 February 2021. In her witness statement she states that all eight occupants remained at the property.

19. In consultation with her manager Mr Preston it was determined that the appropriate course of action, having regard to the guidance issued by the Ministry of Housing, Communities and Local Government, was to issue a Notice of Intent to Issue a Civil Penalty Notice, which was sent to Mr Brown on 2 March 2020. This was considered to be the best deterrent. The offence was not considered so severe that prosecution was appropriate. Ms Bennett responded to representations made by Mr Brown's solicitors, Hodders, on 6 April 2020. Being still satisfied that there was sufficient evidence that an offence was being committed, contrary to s72 of the 2004 Act, a Final Notice was sent on 7 April 2020.

20. The Notice of Intent was accompanied by a statement of reasons and the proposed penalty, assessed against the scoring matrix of the Council's Private Sector Housing Enforcement Policy, a copy of which was in the bundle before the tribunal. Ms Bennett assessed Mr Brown's culpability as very high according to the council's policy by reason of Mr Brown being aware that the property was occupied by eight not three people, and harm to tenants as medium due to the deposits not being protected and the tenants having been misled about this. This gave the offence a scoring of 5 which gives a penalty range of £20,000 to £24,999, and a starting point of £22,500. Ms Bennett considered there were aggravating factors of
    - Mr Brown being motivated by financial gain in not applying for the licence which would have cost £1674 for a five year licence and not protecting their deposits.
    - Failing to give written tenancy agreements or show that the tenants' deposits were protected.
    - A record of non-compliance since April 2019 which Mr Brown had not rectified although given opportunity to do so.
    - Failure to provide evidence of security of tenure through not providing written agreements; and receiving the rent in cash.

    Ms Bennett considered that it was a mitigating factor that Mr Brown did not have a history of housing related offences.

It is the council's policy to add £1000 for each aggravating factor and deduct £1000 for any mitigating factor.

Accordingly the capped financial penalty was £24,999 (capped because it could not exceed the range for a score of 5).

21. Mr Preston gave evidence to the tribunal that he was satisfied that £24,999 was the appropriate financial penalty. He confirmed that he had not met the occupants of the property.

22. The tribunal had Mr Brown's witness statement in the appellant's bundle and also heard evidence from him. He referred the tribunal to a tenancy agreement from December 2015 made with Ms N Bah, Mr C Greenslade and Mr O Knowles for a term of 9 months from 11 December 2015 at a rent of £3,200 and gave evidence that he had believed that they were the only occupants of the property. When the contractual term of tenancy agreement has expired he believed that they had remained as periodic tenants at a rent of £3,500 per month. He stated that their deposits had been protected with My Deposit in an insurance scheme. He denied that any of the occupants had ever raised protection of their deposits with him.

Mr Brown told the tribunal that he had not seen any of these tenants since August 2019, and that when he saw strange people in the property in August 2019 he rang his solicitor.

Cross-examined by Mr Ham as to why Andrew Brown had assumed responsibility for paying council tax on the Property in April 2019, when clause 3.2 of the tenancy agreement placed the obligation for paying council tax on the tenants he stated that the assumption by Mr Andrew Brown of the obligation had been wrong. He also stated that Mr Andrew Brown had assumed responsibility for the council tax because the tenants were falling into arrears.

Mr Brown stated that he had always considered the tenants to be the three named in the tenancy agreement and no one else. When he discovered that there were other occupants in the property he took action and obtained an order for possession against the tenants named in the tenancy agreement When questioned by the tribunal on why he had not taken action against the individuals he had seen at the Property he said that this was because he was unaware of their status, they might have been tenants, guests or squatters.

Mr Brown confirmed that the rent was paid in cash (because of issues that he had had with bouncing cheques in the past) and that he collected the cash personally at the Property. With reference to the rent receipts in the bundle which only refer to the property by address and do not include the names of the tenants he said that this was an omission.

Mr Brown said that when he saw other people at the Property he did not question why they were there, he thought they were guests. He never inspected the Property when he came to collect the rent and believed that it

was still a four bedroom house. He had noticed bicycles parked outside the Property not the cleaning rota in the kitchen.

Submissions

23. Mr Ham made submissions on behalf of the respondent. He submitted that the 2015 tenancy agreement was a historic document relating to tenants who no longer existed at the Property, and that it was revealing that Mr Andrew Brown had accepted liability for council tax from April 2019.

    If the Property is an HMO the person managing or controlling the property is guilty of an offence, whether or not he has knowledge of the offence. As beneficial owner of the property Mr Brown had an interest in the property, and as receiver of the rent he was a person managing the property.

24. As set out in *Salford* whether the appellant had a reasonable excuse this is for the appellant to prove. Mr Brown must have known that the property was lived in by persons other than the tenants named in the 2015 tenancy agreement, or it must have been reasonable that he should have known. Mr Brown had only served the section 21 notice on the original 2015 tenants when he knew that the local authority were proposing to take action against him. He had not been a pro active landlord and his evidence was not credible.

25. As to quantum of any financial penalty Mr Ham submitted that Mr Brown's culpability was very high and that the penalty imposed was fair and reasonable. Mr Brown did not have a reasonable excuse for failing to license the Prroperty. He had sought financial gain by allowing the property to be in a poor unsafe condition, falling into disrepair and charging £300 more that at the start of the 2015 tenancy. Totality was not relevant because there was a single offence

26. Mr Wright made submissions on behalf of the appellant. He submitted that the respondent had to prove beyond reasonable doubt that an offence had been committed, that the property had been occupied as a residence by those claiming to occupy it. Mr Brown had not met all eight of the persons claiming to occupy the Property. He thought it curious that a witness statement had not been obtained from Mr Townsend and that two of the witnesses who had made statements, Mr Green and Ms Cullen had not attended the hearing. He invited the tribunal to give no weight to their statements.

27. Mr Wright submitted that Mr Brown had shown on the balance of probabilities that he did not know that the people he saw at the property were living there, he thought them transitory. The 2015 tenancy agreement was a letting to three people for whom no HMO licence would be required, it did not permit alienation and he had not been approached for consent to assign/sublet. There was no documentary evidence before the tribunal that

Mr Brown knew of the occupation of the property. Ms Latham's statement that she had told him was not supported by documentary evidence. The only interaction he had with the property was the collection of rent. He received one payment for the property not payments from individual tenants and it was the amount reserved as rent under the 2015 tenancy agreement. Mr Brown saw different people evry time he collected the rent and it was reasonable for him to consider that they were guests.

28. As to the quantum of the penalty this is something which the tribunal considers *de novo,* as stated in *Daoudi,* taking into account the guidance. It should follow a four stage process. As to culpability Mr Brown did not have a portfolio of properties, he had no history of committing offences and had been unaware of the offence until October 2019. Mr Wright submitted that Mr Brown's culpability was medium or high. As for harm Mr Wright accepted a category 2., resulting in a score of 3, £12,500.

    Mr Wright submitted that the council's addition/ allowance of £1000 per aggravating/mitigating factor was not supported by government guidance.

    Mr Wright submitted that there was no evidence of financial gain. Ms Bennett had accepted that the level of rent charged was an appropriate level. He submitted that there was an element of double-counting in the calculation of the aggravating factors. Mr Brown had not sought to conceal that the property was an HMO; he had not known that the occupants were moving in. He submitted that his suggested penalty of £12,500 should be mitigated to £10,000.

Reasons for the tribunal's decision

29. The tribunal makes the determinations in this decision on the basis of the bundle before it at the hearing, the evidence heard at the hearing and the submissions and by Mr Ham on behalf of the respondent and by the Mr Wright on behalf of the appellant. The relevant sections of the 2004 Act to which the tribunal had regard are referred to below.

Did the appellant commit an offence?

30. It is accepted by all parties that the property was not licensed as an HMO.

31. Under Regulation 4 of the Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 an HMO is of a prescribed description for the purpose of section 55(2)(a) of the Act if it is occupied by five or more persons living in two or more separate households and meets the standard test under section 254(2) of the 2004 Act.

32. In this appeal the tribunal has to be satisfied beyond reasonable doubt that the property was occupied by five or more persons in two or more separate households. The tribunal finds the evidence of Mr Fletcher, Ms Latham, Ms

Sydee, Mr Green and Mr Chardon that they had all lived at the property to be compelling and the tribunal is sure that the Property was occupied as they described in their evidence. The tribunal has also had regard to, but has put less weight on the witness statements of .Mr Green and Ms Cullen, who did not attend the hearing

33. Section 72(1) of the 2004 Act provides,

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

Section 263 of the 2004 Act provides

'(1)In this Act "person having control", in relation to premises, means (unless the context otherwise requires) the person who receives the rack-rent of the premises (whether on his own account or as agent or trustee of another person), or who would so receive it if the premises were let at a rack-rent.
(2)In subsection (1) "rack-rent" means a rent which is not less than two-thirds of the full net annual value of the premises.
(3)In this Act "person managing" means, in relation to premises, the person who, being an owner or lessee of the premises—
(a)receives (whether directly or through an agent or trustee) rents or other payments from—
(i)in the case of a house in multiple occupation, persons who are in occupation as tenants or licensees of parts of the premises; ;.....
(b) would so receive those rents or other payments but for having entered into an arrangement (whether in pursuance of a court order or otherwise) with another person who is not aan owner or lessee of the premises by virtue of which that other person receives the rents or other payment;'

34. The tribunal heard evidence that the appellant received the rent as beneficial owner of the Property (which is registered in the name of his son) and that the amount of that rent was consistent with rack rents for that type of Property in the area. The appellant was therefore a person having control of the Property for the purposes of section 263 of the 2004 Act.

35. The tribunal find that the appellant committed an offence under Section 72(1) of the 2004 Act.

Reasonable excuse

36. Section 72(5) of the 2004 Act provides that,

'In proceedings against a person for an offence under subsection (1), (2) or (3) it is a defence that he had a reasonable excuse—

(a)for having control of or managing the house in the circumstances mentioned in subsection (1), or

(b)for permitting the person to occupy the house, or

(c)for failing to comply with the condition,

as the case may be.'

37. As stated in *Salford* it is for the appellant to prove that he had a reasonable excuse, and in *Daoudi,* at paragraph 26, it was stated that ignorance of the need to obtain an HMO licence may be relevant in a financial penalty case. The tribunal accept that immediately after the tenants under the 2015 tenancy agreement moved out (whether they all left at the same time or at different times) Mr Brown might not have appreciated that they were no longer in occupation, if they did not advise him that they were leaving. However Mr Brown visited the Property monthly to collect the rent and from the evidence before it the tribunal are satisfied that there were usually at least five persons present when the rent was paid to him and that these were not the original tenants. The tribunal do not find credible the evidence of Mr Brown that he considered all the persons who attended when the rent was paid to be transient visitors. A prudent landlord would have questioned why he never saw the persons he considered to be the tenants of the property. The tribunal accept Ms Latham's evidence that she had informed Mr Brown that she had movedinto the property. The tribunal also consider it relevant that from April 2019 Mr Brown's son assumed responsibility for payment of the council tax, assuming a responsibility that had been that of the tenants under the 2015 tenancy agreement.

38. The tribunal considers that a prudent landlord would have enquired as to the identity of the persons paying the rent to him when he attended the property each month.

39. The tribunal finds, on the evidence before it, that the appellant did not have a reasonable excuse for committing the offence.

Quantum of the financial penalty

40. In ascertaining the level of penalty to be charged the tribunal should have regard to the council's policy. While not referred to in the hearing this approach is consistent with the Upper Tribunal decision in *Waltham Forest LBC v Marshall* [2020] 1 WLR 3187 ('***Marshall***'). As the appeal is by way of a re-hearing the tribunal have therefore reconsidered the penalty using the criteria set out in the council's policy, and having regard to Ms Bennett's evidence as to why she adopted the levels of penalty that she did.

41. Stage 1 – Determining the offence category

The council had placed Mr Brown's culpability as 'Very high (Deliberate)'. The council's criteria for adopting this level of culpability are

- Flagrant or intentional breach

- Offender a professional landlord/ professional letting agent
- History of non-compliance
- Offender given advice, assistance or warnings which are ignored.

The council's criteria for adopting its next level of culpability, 'High (Reckless)' is

- Actual foresight of, or wilful blindness to, risk of offending but risk nonetheless taken.

Mr Brown is not a professional landlord and does not have a history of non-compliance. He did not ignore the council's advice over a long period.

The tribunal consider that his level of culpability was within the council's "High' category rather than its 'Very High' category.

42. The harm caused to the tenants

The council placed the actual harm and risk of harm in its Category 2, 'Medium Likelihood of Harm', which takes into account the following factors

- Adverse effect on the individuals not amounting to serious adverse effect
- Medium risk of adverse effect
- Council/legitimate landlords substantially undermined by offender's activities
- Council's work as a regulator to address risks to health inhibited
- Tenant misled to its prejudice
- Housing defects pose a risk of harm to occupants and/or visitors

The tribunal accept the harm falls in the council's Category 2.

43. Score and penalty range

On the basis of the council's table which relates level of culpability and harm this gives the offence a score of 4, for which the civil penalty range is £15,000 to £19,999 and the council's starting point is £17,500 .

44. Aggravating and mitigating factors.

It is the council's policy to attribute an adjustment of £1000 to any aggravating or mitigating factor. This amount may not be provided for by the government guidance but the tribunal have no reason to depart from the council's policy.

45. The council identified four aggravating factors

- Offending motivated by financial gain
- Deliberate concealment of activity/ evidence
- Record of non-compliance
- Failure to provide written tenancy agreements

46. The tribunal do not consider that there was any compelling evidence before it that the appellant was motivated by financial gain. The rent received had only increased by £300 per month in a four year period. The tribunal do not find that the appellant had a history on non-compliance with the need to licence the property as an HMO.
47. The tribunal find that there was deliberate concealment of activity. It considers that the appellant must have known that the original tenants had left as he visited the property monthly but he acted as if they were still in occupation in seeking a possession order against them. The identity of the occupants was concealed in the form of receipts the appellant issued which only referred to the property address, they did not identify the occupants from whom the rent had been received. The tribunal also agree with the council that the appellant did not provide the occupants of the Property with a written tenancy agreement and received their rent in cash.

48. In addition the tribunal find that there was a record of poor management, another of the potential aggravating factors set out in the council's policy, in failing to clarify to the occupants the position with regard to rent deposits and to carry out repairs to the property notified to him. The tribunal note that for the period in question the shower room at the property was and remained out of action.
49. The tribunal consider that £2000 should be added to the starting point of £17,500.

50. Insofar as mitigating factors are concerned, the council allowed £1000 for the appellant having no previous record of housing related offences. The tribunal agree that this is appropriate.

51. <u>The penalty</u>

Using the fee table and aggravating and mitigating factors as determined by the council in its policy the tribunal determine that the appropriate financial penalty to impose on the appellant in relation to the offence is £18,500.

Name: Judge Pittaway **Date:** 6 May 2021

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

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

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

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

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).