



**PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AC/LSC/2023/0332**

Property : **Various properties as per the Appendix attached to the application**

Applicant : **The London Borough of Barnet**

Representative : **Mr Michael Buckpitt, counsel**

Respondents : **Various leaseholders as per the Appendix attached to the application**

Representative : **(1) Ms Chloe Hayes, trainee solicitor for Mr W Patabendige (lessee)
(2) Mr Michael Cowen (lessee)**

Type of application : **Section 27A of the L&T Act 1985**

Tribunal members : **Judge Tagliavini
Appollo Fonka FCIEH CEnvH**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **18 & 19 November 2024**

Date of decision : **3 December 2024**

DECISION

The tribunal's decisions

1. The tribunal finds the applicant the London Borough of Barnet is the landlord of the respondent leaseholders named in this application whether as a freeholder or under some other legal interest.
 2. The tribunal finds the respondents' leases require the applicant to provide services to the respondent lessees and that the respondents are required to contribute to these services.
 3. The tribunal finds the respondents' leases make provision for the engagement of an agent for the provision of these services. The tribunal finds that the applicant's contract with Barnet Homes as a means of providing these services is permitted under the terms of the leases.
 4. The tribunal accepts the applicant's assertion that it is not seeking to vary the terms of the leases or the fixed percentages of service charge payable (where specified in the lease(s)).
 5. The tribunal finds the proposed increase of the current minimum fixed General Management Charge of £119.00 per annum for the service charge year 2024/2025 to £186.16 per annum per lessee for management services is reasonable.
 6. The tribunal finds the percentage of 13% to be charged for the Works Administration Charge for the major works project that is to be carried out at Aeroville NW9 5JT in 2024/2025 is reasonable.
 7. The tribunal finds the methodology used for the calculation of the increase to the General Administration Charge and the Works Administration Charge is reasonable and the sums incurred are payable.
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The application

8. This is an application made pursuant to s.27A of the Landlord and Tenant Act 1985 seeking the tribunal's determination as to whether the new methodology intended to be used to calculate the cost of its management charges is reasonable. Pursuant to S27A(3) of the Landlord and tenant Act 1985 the tribunal has jurisdiction to make a determination whether if costs were incurred for services, a service charge would be payable and if so, as to the amount which would be payable.
9. Initially the application was made by Barnet Homes (BH). BH is the Arm's Length Management Organisation (ALMO) that the London

Borough of Barnet (LBB) contracted with under a Housing Management Agreement, to provide management services to the respondent lessees on behalf of LBB. Unfortunately, when making the application BH was incorrectly named as the landlord. Consequently, this generated a number of objections from respondent lessees who stated that BH was not and had never been their landlord. Subsequently, BH was substituted with the correct applicant, the London Borough of Barnet who is the respondents' landlord in its capacity as a party to the leases, whether as a freeholder, head lessor or superior lessee or other interest.

The issues

10. The applicant seeks:
 - (1) to alter the method for calculating the "general" management charge (The general management charge (GMC)); and
 - (2) to change the basis for calculating the administration charge for major (The Works Administration Charge (WAC)).
11. In respect of (1), the applicant asks the tribunal to determine whether the estimated management cost of £186.16 per unit (based on the new methodology used by LBB in respect of the GMC) is reasonable. As regards (2) above, the applicant seeks a determination as to whether the proposed WAC at 13% for major works at Aeroville NW9 by applying the new methodology is reasonable.

Background

12. This application was made because the applicant seeks to change the calculation of their management charge (GMC) for routine day to day management as well as their proposed administration charge (WAC) for the cost of major works delivered to leasehold properties in their portfolio. In the Statement of Case, the applicant asserted that it seeks a determination from the tribunal in respect of the intention to charge an estimated sum for management for the service charge year 2024/2025 with such estimate being based upon the new methodology.
13. The applicant also stated in its Statement of Case that it seeks to charge an administration fee for the delivery of major works at a proposed new rate of 13%, such cost being charged from the financial year 1 April 24-31 March 2025. Specifically, the applicant seeks a determination that if costs for such services were incurred in relation to a proposed scheme of major works at Aeroville NW9 5JT, a service charge would be payable by the lessees at that property at 13% for the cost of administering that scheme.

14. The applicant informed the tribunal that the application in relation to the General Management Fee relates solely to the various respondents who are leaseholders pursuant to right to buy leases granted pursuant to the Housing Act 1985. A list of those leaseholders is set out at Appendix 1 attached to the application. Appendix 2 attached to the application provides a list of lessees whose leases were granted prior to the Right to Buy legislation, as these lessees will be subject to the proposed new administration fee.

The hearing

15. At the hearing of the application, the applicant was represented by Mr Michael Buckpitt of counsel. In addition, a number of leaseholders attended the hearing. However, some respondents immediately left again saying that they had been advised not to attend the hearing in case they were regarded as being complicit in the unlawful actions on the part of LBB. Ms Hayes represented Mr W Patabendige throughout the hearing and Mr Michael Cowen represented himself.
16. A hearing bundle of 1543 electronic pages was provided to the tribunal. An application was made by Mr Buckpitt for the applicant to be permitted to rely upon the second witness statement of Sean Wilson dated 24 October 2024. No objections were made by any of the respondents present to this application and the tribunal determined it was appropriate to allow this evidence to be relied upon by the applicant.

The applicant's case

The General Management Charge (GMC)

17. The applicant stated that the Housing Management Agreement (HMA) sets out BH's obligation to provide the Services which included Neighbourhood and Estate Management and Leasehold, Freehold and Shared Ownership Management. Under the HMA, Barnet Homes is required to ensure it has and shall maintain sufficient trained and competent staff to provide those services.
18. The applicant told the tribunal that Housing Revenue Account Fee is the amount payable by Barnet Homes to the applicant. It submitted that it is clear from the terms of the HMA, that the applicant incurs costs in engaging BH in respect of the provision of Leasehold Management/Services. The applicant also submitted that the difficulty in assessing what costs are attributable to the respondent's leasehold costs only, arises from the fact that a global sum is paid to BH under the HMA for all of the services provided by BH. Such services include tenants who occupy on short leases as well as those who occupy on long leases such as the respondent lessees

19. The applicant also told the tribunal that Barnet Homes had undertaken a benchmarking exercise with other local authority landlords or their ALMO's in respect of the general management charges. The results had identified that the methodology used prior to 2023/2024 by BH to calculate its annual management charge, was not the same used by the majority of the landlords in that survey. The former method used by LBB had resulted in a fixed GMC of £119 in addition to a variable fee of 24.5% of the annual service charge expenditure, excluding insurance.
20. The applicant asserted that this methodology created a large variance in the cost per leasehold property. The lowest management fee charged to a lessee in 2021/2022 was £119 and the highest amounted was £590.14. Consequently, the applicant believed the current methodology does not fairly reflect the cost per property of the annual management charge irrespective of the amount of service charge expenditure in any particular year.
21. In support of the application, the applicant relied upon the oral evidence of Mr Sean Wilson who spoke to his witness statements dated 10 November 2023 and 24 October 2024, as well as the oral evidence of and the witness statement dated 20 September 2023 of Ms Pari Kotecha.
22. In his evidence, Mr Wilson gave his occupation as the Income Collection Manager (Leasehold) employed by Barnet Homes and explained to the tribunal the methodology used for the proposed GMC of £186.16 per annum per lessee. He told the tribunal that the GMC proposed was calculated by assessing the cost of each department in BH providing services to the applicant. This cost was then apportioned to represent the percentage of the cost of the work carried out by each team that was spent solely on leasehold properties. In this way, only the cost of managing the leasehold properties was used to calculate the management administration charge and excluded any costs that are attributable to The Barnet Group as a whole or in respect of tenanted properties.
23. Mr Wilson explained that since 2011/2012, the current minimum charge for management of £119 had been charged to all leaseholders regardless of the type of property and had not been increased since that date. The proposed new methodology for the calculation of the general administration charge would require all lessees to pay a minimum of £186.16 per annum in place of the current £119 per annum to reflect the increased costs incurred by BH. Mr Wilson accepted that although the new methodology would be likely to result in increased costs for some leaseholder and reduced costs for others, it would overall, be fairer to all leaseholders.
24. Mr Wilson explained to the tribunal that the management fee needed to be increased as the costs of the management by BH were not being covered by the existing minimum fee of £119 per lessee per annum. In his second witness statement, Mr Wilson gave a worked example of the

percentage allocated by each department in respect of the work carried out for leasehold properties. In assessing the percentage of time spent on leasehold properties each department had been issued with instructions on how it should approach this exercise, so that there was a uniformity of approach that had regard to both experience of previous years and recorded computer entries detailing the type of work and time expended on leasehold properties.

25. In answer to questions by Ms Hayes, Mr Wilson told the tribunal that all departments in BH had been requested to work out the time and cost spent on leasehold properties and provided with an Excel spreadsheet on which to record their entries. Mr Wilson said he was confident of the robustness of the figures provided as these had been checked by the Head of Housing and Head of Customer Engagement as well as himself. He also explained that Open Doors Homes was a company engaged in the buying of properties and letting them to tenants and that these costs were not included in the methodology used to calculate the new GMC. Mr Wilson accepted that some blocks may require more time spent on them than others, although this did not necessarily relate to the size of a block, as anti-social behaviour could occur in any block and would require resources to resolve it. Mr Wilson was unable to tell the tribunal how the figure of £119 had previously been calculated but only that it had not been increased since 2011/2012.

The Works Administration Charge for Major Works (WAC)

26. Ms Kotecha told the tribunal that she is employed by Barnet Homes Limited as the Leasehold Development Team Manager. Ms Kotecha explained that the purpose of the new methodology behind the calculation of the Works Administration Charge for major works, was to enable the applicant to recover the actual cost of providing services to leaseholders in relation to the provision of major works as a shortfall was identified in an audit several years ago but had not been addressed. Ms Kotecha stated she believed the applicant is entitled to recover the actual costs of management and that the proposed new methodology is a reasonable and proportionate method of doing so as demonstrated in the Appendices to the Statement of Claim demonstrated.
27. Ms Kotecha told the tribunal that unless there was an increase in the percentage for the administration of major works project, the applicant would suffer a substantial deficit in the recovery of the cost of administering the proposed major works at Aeroville which included:
- section 20 consultation
 - correspondence with leaseholders
 - liaison with leaseholders for access
 - apportionment of estimates and interim accounts
 - production of invoices
 - queries relating to arrears recovery
 - consultation meetings with leaseholders

28. Ms Kotecha accepted that the collection of a charge of 13% in some major works projects might result in a collection of over 100% of the costs incurred. In those cases, an adjustment and a credit would be made to the lessees affected. Ms Kotecha nevertheless maintained that a figure of 13% was reasonable, as previously only 76% of the costs of managing works projects had been billed/collected.
29. In answer to questions from Ms Hayes, Ms Kotecha told the tribunal that an independent audit carried out several years ago had identified this shortfall in collection and recommended a review of the amount billed to leaseholders. Ms Kotecha also told the tribunal that although 13% was at the higher end of the charges made by various other local authorities in London, it was not chosen arbitrarily but was the figure that was required to effectively provide major works projects across the borough.
30. The applicant provided the tribunal with copies of sample leases to demonstrate the respondent lessees obligations to pay service charges to the applicant. These were said to be in a similar form, the relevant parts of which state:

(Definitions)

(b) 'the Flat' means all that flat described in clause 1 hereof

(c) 'the Block' means the building of which the Flat forms part

(d) 'the Estate' means all the area edged red on the plan 1 annexed hereto and marked A (hereinafter called 'Plan A')

2 the Lessee Hereby covenants

(i) to pay the yearly rent and Service Charges hereby reserved and payable at the times and in manner aforesaid.

(ii) to pay to the Corporation without any deduction a proportionate part of the reasonable expenses and outgoings incurred by the Corporation in the repair maintenance renewal and insurance of the building and the other heads of expenditure as set out in Section A of the Third Schedule hereto and the full amount of the expenditure set out in Section B of the Third Schedule hereto (hereinafter together called 'the Service Charges') being subject to the terms and provisions set out in the Fourth Schedule hereto...

8. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows.

(4) If it so desires the Corporation shall be entitled to appoint managing agents for the purpose of managing the Estate and to remunerate them properly for their services

THE THIRD SCHEDULE above referred to SECTION A

THE CORPORATION'S EXPENSES AND OUTGOINGS OF WHICH THE LESSEE IS TO PAY A PROPORTIONATE PART BY WAY OF SERVICE CHARGES

Part 1.

AS TO THE BLOCK IN WHICH THE FLAT IS SITUATED (save as otherwise appears in paragraphs 2 & 3 below)

All costs and charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any maintenance repairs and renewals reinstatements rebuilding cleansing and decoration to or in relation to the Block and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:..

4. The costs incurred by the Corporation in the management of the Block

Part 2.

AS TO THE ESTATE

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements rebuilding cleansing to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following . . .

4. The costs incurred by the Corporation in the management of the Estate

*THE FOURTH SCHEDULE
TERMS AND PROVISIONS RELATING TO SERVICE
CHARGES*

1. Subject to the provisions of paragraph 2 of this Schedule the amount of the Service Charges payable by the Lessee shall be the total of:-

(i) 12.5 per centum of the estimated costs and expenses to be incurred by the Corporation under Part 1 of Section A of the Third Schedule

(ii) 4.976 per centum of the estimated costs and expenses to be incurred by the Corporation under Part 2 of Section A of the Third Schedule for each financial year of the Corporation ending on 31st March annually ...

3. After the relevant costs have been incurred any necessary adjustments shall be made by repayment reduction of subsequent charges or otherwise

31. Other leases were said to be in a slightly different format and defined the 'Block Percentage' and the 'Estate Percentage' payable in the definitions section of the leases e.g. the leases for Sydney Road; Nant Court; Dinsdale Court and 1-9 Oak Villas. Otherwise, the applicant asserted that the provisions were said to be the same. The lease of 18 Nant Court provides:

The Block Percentage 2.697%
The Estate Percentage 0.396%

*Clause 3(ii) (covenant to pay service charges)
(ii) To pay without any deduction whatsoever the Corporation's expenses and outgoings as set out in the Third Schedule hereto (hereinafter together called 'the Service Charges') at the times and in manner aforesaid but subject to the terms and provisions set out in the Fourth Schedule hereto...*

32. The other relevant terms of the lease in The Third Schedule required the lessee to pay to costs incurred in the management of the Block/Estate. The Fourth Schedule is in the following terms:

Service Charges payable by the Lessee shall be the total of:-

(i) the Block Percentage of the actual or estimated costs and expenses incurred or to be incurred by the Corporation under Part 1 of Section A of the Third Schedule or such other percentage as in the opinion of the Corporation represents the Lessee's reasonable contribution to the said costs and expenses

(ii) the Estate Percentage of the actual or estimated costs and expenses incurred or to be incurred by the Corporation under Part 2 of Section A of the Third Schedule or such other

percentage as in the opinion of the Corporation represents the Lessee's reasonable contribution to the said costs and expenses

33. The lease for 27 Addison way provides:

2. THE Lessee HEREBY COVENANTS *with the Corporation to:*

(ii) 'to pay to the Corporation without any deduction a proportionate part of the reasonable expenses and outgoing incurred by the Corporation in the repair maintenance renewal and insurance of the building and the other heads of expenditure as set out in Section A of the Third Schedule hereto and the full amount of the expenditure set out in Section B of the Third Schedule hereto (hereinafter together called 'the Service Charges')...'

Section A part 1 of the Third Schedule provides that:

AS TO THE BLOCK IN WHICH THE FLAT IS SITUATED...

All costs and charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any maintenance repairs and renewals reinstatements rebuilding cleansing and decoration to or in relation to the Block and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-' ...

4. The costs incurred by the Corporation in the management of the Block'.

In Part 2 of the Third Schedule it is provided that:

AS TO THE ESTATE

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements rebuilding cleaning to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:'...

4.The costs incurred by the Corporation in the management of the Estate.'

34. The applicant also provided a schedule of the other sample leases it had which made the same or similar provisions in respect of service charges. The applicant submitted that under the terms of the leases, the applicant is entitled to employ managing agents and remunerate them properly. It is also entitled to recover through the service charge the costs incurred in the management of the Block/Estate.

The respondents' case

35. Although a number of objections were made by lessees to the application, no lead respondent was nominated among them in order to collectively represent their interests. At the hearing, only two lessees stayed to present their evidence to the tribunal of which only one respondent lessee was legally represented and the other represented himself.
36. The written objections received by the tribunal from around thirty lessees can be summarised as:
- (i) The London Borough of Barnet is not the freeholder of my property.
 - (ii) LBB is not entitled to vary the lease.
 - (iii) Granting the application would remove the lessees' rights to challenge the reasonableness of the service charges.
 - (iv) The applicant is fraudulent as Barnet Homes has no right to make this application.
 - (v) I own my own property.
 - (vi) My flat should be removed from the application as I spend money on and look after my own property.
 - (vii) The applicant is intentionally trying to mislead the tribunal, and the application is an abuse of process.
 - (viii) My lease is significantly different from the sample leases provided to the tribunal by LBB.
 - (ix) The applicant has failed to comply with the tribunal's directions.
 - (x) The applicant is running its illegal operation funded by ordinary citizens' taxes as the applicant is not entitled to make this application. Without the consent of all parties namely the Freeholder, the Superior

Lessors and all other owners, the applicant can do nothing and has deliberately concealed the leases from the tribunal.

- (xi) The applicant has lied to the tribunal numerous times about its right to make and pursue this application.
 - (xii) The applicant's actions have caused distress to lessees.
37. As well as the written objections received from lessees, witness statements were received from a number of respondents, namely Mr Sanjay Kapil; John and Alice Whelan, Tom Clark, Wimal Patabendige; Gary and Malcolm Blackman; Sayeesan Sathasivam; Zhikun Deng and Michael Cowen. These witness statements were considered and taken into account by the tribunal when reaching its decision, although only Mr Cowen gave oral evidence to the tribunal in support of his objections. Although a small number of additional witness statements were handed to the tribunal at the start of the hearing, these were not accepted as further evidence, as they contained nothing new and did not in any event, comply with the deadlines set by the tribunal in its Additional and Further Directions dated 20/12/2023 and 22/03/2024 respectively.
38. In the witness statement and exhibits dated 8 July 2024 of Mr Sanjay Kapil, he asserted that acts of contempt of court may have been committed by the applicant and the applicant has tampered with his evidence and withheld a full copy of his lease from the tribunal. Mr Kapil also asserted that LBB was not his freeholder and was not entitled to make this application.
39. The tribunal was referred to the witness statement of Mr Wimal Patabendige dated 8 July 2024. Mr Patabendige was unable to give oral evidence to the tribunal, but his statement as with all the other lessees who had not attended the hearing was admitted and considered by the tribunal. In his statement, Mr Patabendige asserted that his lease provided a fixed percentage for the service charges payable and did not provide for any variation. He also challenged the reasonableness of the proposed methodology used by the applicant by seeking to use 3,812 properties located in varying sizes of blocks and estates to calculate the fixed fee of £186.16 per annum in substitution of the old, fixed fee of £119 for the general management provided by Barnet Homes.
40. Mr Patabendige also challenged the applicant's assertion that the cost of the 'Income Collection Team' of BH have been allocated 100% to the leaseholders' management fees. This must mean that the Income Collection Team only works on leasehold management. There is significant doubt that this is the case. As in the Job Description published by Barnet Homes for the Income Collection Officer (leasehold), Barnet Homes states one of the responsibilities of the position is *'To maximise income collection and arrears recovery from leaseholders, shared owners (those in shared ownership properties) and freeholders for both Barnet Homes and ODH accommodation.'* ODH is referring to Open Door Homes, a subsidiary of

Barnet Homes who are advertised as a housing development company. However, the lease does not give the applicant the contractual power to include management of its subsidiary company in the management fees of the service charges.

41. Mr Patabendige also asserted that the new methodology proposed by the applicant to calculate management charges and the administration charges for major works must be rational, honest and made in good faith, i.e. the Braganza duty. In this case the applicant had failed to provide a comprehensive and certified report of the actual cost of administering major works and that in any event, the proposed 13% exceeded the percentage fixed by most other local authority landlords.
42. Where the lease allows the landlord the discretion to re-apportion service charges, it is for the landlord to undertake this exercise, not the Tribunal. Asking the Tribunal to decide on the new methodology of apportioning service charges must be asked whether this application has been made to preclude leaseholders from challenging this 'methodology' in the future under s.27(A) Landlord and Tenant Act 1985.
43. At the hearing Mr Michael Cowen gave oral evidence to the tribunal and also relied on his witness statement dated 9 July 2024. Mr Cowen told the tribunal that he had never been a Local Authority tenant as he had bought his leasehold home on the open market and therefore, the application does not apply to his property. Mr Cowen told the tribunal that his flat is an upstairs maisonette forming part of a two-storey terrace comprising self-contained maisonettes on the ground floor and all with their own entrance and gardens. The leasehold premises and their outdoor gardens are privately owned and maintained by the leaseholders and that he pays all of the costs in relation to the property. Mr Cowen also told the tribunal that no services were provided to his property by the applicant for which he should be required to pay.
44. Mr Cowen told the tribunal that he sub-let his flat to short-term tenants and that if a problem was reported he would undertake repairs himself or would contact his insurer, regardless of whether the repair required was within his repairing obligations under the lease.

Reasons for the tribunal's decision

45. In the sample leases provided by the applicant the tribunal is satisfied that the respondent lessees are required by their leases to contribute to the payment of services the applicant is required to provide.
46. The tribunal finds that a number of leaseholders did not appear to fully appreciate, that being long leaseholders the terms of the lease controls their relationship with their landlord, the London Borough of Barnet even where LBB is not the freeholder of a particular property, but another form of legal interest.

47. The tribunal finds the methodology proposed by the applicant to calculate the General Maintenance Administration Charge is rational, fair and reasonable. The tribunal accepts that there is a need to increase this cost in order to recover the increase in costs since 2011 of providing services to leaseholders. Although this was challenged, no leaseholder provided an alternative method of calculation.
48. The tribunal finds that although all lessees do not receive the same level of services as others who are required to pay the same fixed charge of £186.16, having regard to overall fairness of the approach, it is a reasonable methodology to adopt.
49. In making its decision the tribunal also had regard to the case law relied upon by the applicant. This included a county court decision in *Westminster v Poole of 10 April 2004* and the decision in *South Tyneside Council v Ciarlo* [2012] UKUT 247 (LC). Although Ms Hayes sought to rely upon *Howe Properties v Accent Housing Ltd* [2004] EWCA Civ 297, it is of limited assistance as the decision was fact specific to the terms of the lease in dispute.
50. The tribunal finds the proposed fee of 13% for the administration of major works is reasonable. The tribunal accepts the method used to calculate this figure and although at the higher end of what other local authorities charge, finds that there cannot be a like for like assessment of these charges, in view of the wide variety in the property portfolios of London local authorities.
51. Despite the leaseholders expressed objections to this application, they remain entitled to exercise their legal rights under the provisions of the Landlord and Tenant Act 1985 to challenge the standard of works and their cost.

Section 20C of the Landlord and Tenant Act 1985

52. An application was made by Mr Patabendige seeking an Order under s.20C of the Landlord and Tenant Act 1985. Having regard to the nature of the application and the large number of lessees affected by the applicant's decision to increase the percentage of the fee charged for general and major works administration charges, the tribunal considers it appropriate to make an Order under s.20C so that none of the applicant's costs of this application can be added to the service charges.

Name: Judge Tagliavini

Date: 3 December 2024

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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).