FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	CHI/00ML/LSC/2021/0049
Property	**:**	Flat 3, 43 Grand Parade, Brighton BN2 9QA
Applicant	**:**	Mrs Elza Aleksandrova
Representative	**:**	Assisted by Dr M Alexander
Respondent	**:**	Powell and Co Investments Limited
Representative	**:**	Mr Sean Powell, director
Type of Application	**:**	Determination of reasonableness and liability to pay service charges
Tribunal Member(s)	**:**	Judge D R Whitney Mr N Robinson FRICS
Date of Hearing	**:**	12th October 2021 and 19th November 2021
Date of Decision	**:**	11th January 2022

Directions

Background

1. The Applicant seeks a determination of her liability to pay service charges. Pursuant to a decision dated 27th July 2021 it was determined that the matters to be determined were the actual service charges for the year ending 24th June 2020 and the estimated charges for the year 2020/2021.

2. Various directions were given and the matter was listed for a hearing. Initially this was to be a hybrid hearing with the Applicant attending in person and the Respondents representative by video. The hearing did take place on 12th October 2021 with all parties appearing by Cloud Video Platform.

3. It became apparent that certain documents were not within the bundle as the Respondent had failed to include these within the documents provided in accordance with the directions. The Tribunal adjourned part heard and issued further directions.

4. Upon resumption the hearing took place as a face to face hearing at the London Tribunal Centre, not starting until 11am to assist the parties.

5. Two bundles were supplied. References to the first bundle are A[ ] and the second B[ ]. Other documents were also supplied which we identify within the body of the decision.

Hearing

6. The first days hearing took place remotely by CVP. The Tribunal noted that Mrs Aleksandrova did experience some difficulties at times hearing what was being said. She was assisted by her son Dr Alexander. It was partly due to these difficulties that the adjourned hearing took place in person. Given both parties resided in London the hearing was fixed for the London Tribunal Centre. To assist the parties and particularly the Applicant the start of the second days hearing was listed for 11am to assist her with travelling in to Central London.

7. This decision records the most salient parts of the two days hearing. It is not meant however to be a verbatim record of all that was said or took place.

8. During the course of the first days remote hearing some technical difficulties were experienced from time to time notably with parties being able to hear. Mrs Aleksandrova in particular at points had some difficulties with hearing but was assisted by her son.

9. At the start of the hearing the Tribunal confirmed it would only be considering matters in relation to the actual costs for the year 2019/2020 and the estimate for the year 2020/2021. Within this application no other matters would be considered. Both parties confirmed there were no preliminary matters they wished to raise.

10. In respect of the budget Mrs Aleksandrova confirmed that she agreed the charges for electricity, fire alarm and the miscellaneous heading. She then made additional oral submissions although the Tribunal confirmed it had read her various statements and took account of the matters raised.

11. Her first main point was she wished to challenge the insurance costs. In her view the insurance was not valid. She took issue with the fact she had not received a copy of the certificate or the receipt for payment.

12. Mrs Aleksandrova suggested she had contacted the insurer COVEA and they had no record of the insurance.

13. Mrs Aleksandrova sought to challenge the management charge. There was no contract between the freeholder and the management company. The company was linked to the freeholder in that both were owned by Mr Powell and in her submission he manipulates the situation. The managing agent does not carry out the tasks one would reasonably expect.

14. Mrs Aleksandrova referred to a broken pipe leaking into the storage area. She stated this had been reported to the management company but no works undertaken. She suggested that the management is not undertaken within the terms of the lease and does not properly do the job. She referred to the fact that during the first Lockdown she believed the managing agents office was only open part time. In her view the costs should be barred. This was supported by emails sent by the management company.

15. Mrs Aleksandrova suggested the cleaning is never undertaken. The front steps for the property are often covered in bird guano making them dirty and dangerous.

16. In respect of the accountancy fee it was her case that this should be zero as no proper accounts in accordance with the lease had been produced.

17. All of these failures are matters that should, in her submission, be taken into account when considering the reasonableness of the management fee.

18. Finally in respect of general maintenance whilst the figure is not high no explanation is given. In her submission this was a matter of principal.

19. Turning to the actual accounts the Tribunal recorded that it understood her arguments that the accounts were not properly certified and she had

set out her submissions within her various statements provided to the Tribunal.

20. Mrs Aleksandrova addressed the Tribunal on the other points she raised. She confirmed the fire alarm costs were agreed.

21. In respect of general maintenance, she stated she did not understand what was covered within this head.

22. In respect of the common way electricity in her submission this was excessive as a dehumidifier had been running in the storage room for 8 months. The room was in her submission wet due a broken pipe which was not fixed promptly.

23. She disputed the cleaning costs. The cleaning was provided by the daughter of another leaseholder. Mrs Aleksandrova suggested other neighbours had also complained about the cleaning as the stairs were never properly hoovered amongst other issues.

24. In respect of the management fee charged in her submission the fee should be reduced to 50% of the amount claimed at most. Whilst the country was in lockdown the agents office was closed or working reduced hours. She suggested if this was the case how can she be charged the full fee?

25. Mrs Aleksandrova advanced the same arguments about the accountancy fee as referred to in respect of the budget.

26. Turning to the insurance in her view the cost is barred by Section 20B of the Landlord and Tenant Act 1985, further she has never seen the receipt. The email from the broker A[121] is not the same as a receipt in her submission.

27. In the round it was her contention that there was no transparency as to the management.

28. Mr Powell did then cross examine Mrs Aleksandrova.

29. Mrs Aleksandrova was adamant she reported the leaking pipe 6 months ago.

30. Mrs Aleksandrova in closing stated in her view nothing is payable as Section 20B of the Landlord and Tenant Act 1985 applies to the charges and all are out of time. Further she challenges the interim demand A[99] given this was issued on 7th May 2021 and yet is seeking payments which were due previously and in her submission this is not in accordance with the lease.

31. At the close of Mrs Aleksandrova's case she confirmed she had raised all the points she wished and the Tribunal adjourned for a short break.

32. Upon resumption Mr Powell presented the case for the Respondent.

33. Looking at the estimated costs Mr Powell advised during the lockdown he attended his office everyday whilst his staff worked from home. In his submission he does a good job of managing the building. The budget for the following year is calculated having regard to the expenditure in the previous year.

34. He explained certain figures such as the insurance had a slight uplift to take account of his view of likely rises. The figure for general maintenance was his guesstimate, he relied on the evidence of expenditure in the previous year for which receipts were in the bundle to justify this.

35. In his view he has to include a charge for accountancy given Mrs Aleksandrova requires him to adhere to the lease terms and have the accounts certified by a Chartered Accountant.

36. Mr Powell conceded that from March 2020 until the date of the first hearing there had been no cleaning. He advised that the cleaner had stopped working due to lockdown but he had not been notified of the same. He stated he had only discovered the cleaning was not being undertaken a few months ago. He explained that the cleaner would supply a short handwritten invoice.

37. Mr Powell stated that the demand A[99] included credits as required by the earlier Tribunal decisions. He stated he had given these credits to all leaseholders.

38. At this point Mr Powell took the Tribunal to the accounts within the bundle. The Tribunal queried that this did not contain any of the certificates as directed by the earlier Upper Tribunal decision. Mr Powell stated these had been sent to Mrs Aleksandrova and he was not sure why they were not within the bundle. He believed these had been included within documents sent to Mrs Aleksandrova.

39. The Tribunal adjourned for lunch and indicated to Mr Powell during the adjournment he could forward copies of emails sent attaching the documents and the Tribunal would consider the matter after the adjournment.

40. Upon resumption of the hearing Mr Powell accepted that his office had not included the certificates (which he had now sent during the adjournment) within the disclosure under the Tribunal directions. He stated these would have been posted to Mrs Aleksandrova as he did not communicate with her by email but he had no proof of posting.

41. The Tribunal determined that it should admit the documents. If it did not then it was likely that Mr Powell would simply serve the same and a further application would ensue. It was in the interests of justice to allow these documents to be included. The Tribunal was however mindful that

Mrs Aleksandrova's position was she had not seen these purported certificates before. She understood Mr Powell simply relied on the accounts within her bundle to support his contention he had complied with the lease.

42. Mrs Aleksandrova and her son conferred.

43. The Tribunal was satisfied that the hearing should be adjourned to allow Mrs Aleksandrova a reasonable opportunity to consider the same. It did so and issued further written directions affording Mrs Aleksandrova opportunity to comment and the Respondent to reply. The matter was then listed for a face to face hearing although it was agreed Mr Powell could attend remotely. It was hoped by so doing this would assist Mrs Aleksandrova.

44. The hearing resumed in person on 19th November 2021. Mrs Aleksandrova was in attendance with her son and Mr Powell for the Respondents also attended in person.

45. At the start the Tribunal advised Mrs Aleksandrova that if she needed to mobilise during the hearing it would accommodate this. The Tribunal being aware that she had suffered a fall earlier in the week.

46. The Tribunal explained it would afford Mrs Alekandrova an opportunity to comment on the further documents, principally the certificates, produced during the last hearing. She could not raise new matters not related to these as she had completed her case. Mr Powell would then continue to present the case for the Respondent in the usual way. The Tribunal confirmed it had copies of all the further documents which had been supplied by the parties and had read and considered the same.

47. Mrs Aleksandrova suggested she could not understand where the figures used for the certificates as to the figures she owes have come from. In her view given the documents are unsigned and undated these are not valid. Further under Section 20B no sums are payable in her submission.

48. Mr Powell then continued to present the case for the Respondent.

49. Mr Powell stated he relied upon his accountant to prepare the certificates from the information held by his company. In his view the certificates comply with the Upper Tribunal decision and that is what his accountants advise.

50. Mr Powell stated as yet he had not been invoiced for the preparation of the 2020 accounts. He believed however they would in due course.

51. Mr Powell stated that all previous credits for earlier Tribunal decisions had been given. He referred to the invoice at A[99] which in his submission showed credits had been given.

52. Mr Powell explained that after each year end his office produces accounts which are supplied to the parties reflecting the actual expenditure. Only after this are the accounts and documents forwarded to the accountants to produce the certified accounts. He is not sure of the exact date when these would have been sent. In his view the issue of this documents satisfied Section 20B as it gives details of the actual expenditure.

53. Mrs Aleksandrova cross examined Mr Powell. She was reminded by the Tribunal that this was an opportunity to ask questions and not to make statements. At times the Tribunal had to interject to remind Mrs Aleksandrova that she must let Mr Powell answer the questions she put to him and not interject.

54. Mr Powell was adamant that the certificates were sent to her by post on 12th July 2021 but he did not have a proof of posting. The accountant prepared the certificates and in his view this is what the lease required.

55. Mr Powell explained the insurance is part of a block policy for all properties he manages, and he received the certificates which are in the bundles. He suggested by buying insurance in bulk there are savings.

56. During lockdown he changed his office procedures. People worked from home, some from office. The company was fully functioning. He explained he owns about 300 buildings with about 600 leaseholders and 200 buy to let tenants. He overseas all work and about 3 other staff engaged directly with others used as and when required.

57. Mr Powell suggests it is only Mrs Aleksandrova who dissented. He believes the building is well run. He accepted there was an issue with the cleaning but he now has a new cleaner in place.

58. Mr Powell stated in his view given the amount of time spent in court or tribunal his minimum fee should be double.

59. He accepted there was a broken gutter but suggested Mrs Aleksandrova would not engage with the contractor and would not provide access

60. Mr Powell explained he purchased the property in December 2016. He received a package of papers but this did not include any asbestos report. As a result he commissioned a survey.

61. Mr Powell said he did not understand the figures in the certificates. The accountant produces these from the information provided.

62. On questioning by the Tribunal Mr Powell explained that Mrs Aleksandrova did report a broken pipe. He believed this was actual damaged guttering. The contractor had wanted to speak with her to understand the problem but she would not engage with the contractor.

63. In closing Mr Powell stated that in his view the sums involved made these proceedings disproportionate. He wished to sell the freehold but in his

submission no one wishes to buy, including the other leaseholders, due to the issues with Mrs Aleksandrova.

64. In closing Mrs Aleksandrova also explained she is upset by the need for proceedings. She is not unreasonable or vexatious, on every occasion the service charges have been reduced. She seeks recovery of her tribunal fees and orders pursuant to Section 20C. In her opinion if Mr Powell's management company was a member of a redress scheme she could complain to that but he is not.

65. Mr Powell confirmed his management company is not a member of a redress scheme.

Determination

66. There is a long history of dispute between the parties to this application. Each sides view of the other is affected by this. At times throughout the hearing the Tribunal did have to remind the parties of the need to be polite to each other.

67. We have considered the two bundles supplied, various emails sent to the Tribunal on 12th October 2021 during the course of the first hearing, further statement of the Applicant dated 11th November 2021 and supplementary statement of case of the Respondent dated 26th October 2021.

68. The Applicant in her statement of 11th November 2021 tried to raise new grounds of challenge. We did not consider the same. The Applicant had presented her case on the first day of the hearing. The Tribunal agreed she could make further submissions as to the further documents supplied by the Respondent being principally the Service Charge Certificates upon which they sought to rely. It was not however an opportunity for the Applicant to expand further on her case given the Tribunal was satisfied she had been afforded every opportunity to raise any matters of challenge in advance of the first days hearing.

69. We make clear that in determining this application we limit ourselves to the actual costs for the service charge year ending 24th June 2020 and the estimated charges for the service charge year 2020/2021. Whilst we make certain comments in connection with the evidence given as to the actual services provided in 2020/2021 these are observations only. In stating this we are not seeking to encourage any future litigation but do so to assist the parties.

70. We must record our frustration that the Respondent had failed to provide all the documents it sought to rely upon in accordance with the directions. In particular the accounts and service charge certificates prepared following the decision of the Upper Tribunal [2021] UKUT 10(LC). We are satisfied that prior to their provision at the hearing on 11th October 2021 these had not been seen by the

Applicant (or the Tribunal). We are at a loss to understand why these were not disclosed given the fundamental nature of these documents to the issues in dispute.

71. The accounts for the year ending 24 June 2020 B[8-15] and document attached to email sent by Mr Powell on 12th October 2021 timed at 12.48 titled "43 Grand Parade – Service Charge Certificates 2019-2020" were provided during the course of the first days hearing. It is these documents we have been asked to consider whether or not in our judgment they comply with the requirements of the earlier Upper Tribunal decision.

72. Martin Rodger QC at paragraph 32 of his decision A[140] stated:

"What is missing is an account, certified by a Chartered Accountant, stating the individual Lessee's share of total expenditure, the payments made on account, and the resulting shortfall or surplus. Once that document is provided (with the necessary statutory information) the respondents will "forthwith" be required by clause 3(2)(ii(b) to pay the certified amount."

73. Mr Powell suggests that the documents now produced satisfy this requirement given at the end it is stated:

"We can confirm that this service charge accountants certificate has been produced in compliance with the terms set
out in the lease and, where this does not deviate from the lease, in accordance with section 21 (5) of the Landlord
and Tenant Act 1985.

Following the tribunal judgement, we have prepared a breakdown of the costs apportioned to the relevant
properties as above.

We hereby certify that, according to the information available to us, the attached statement of service charge
expenditure records the true cost to the landlord of providing services to the property for the year.

Z group
Chartered Accountants
Ibex House
162-164 Arthur Road
Wimbledon Park, London
SW19 8AW"

74. In short Mrs Aleksandrova states the certificate does not comply. She sets out in the document she provided dated 11th November 2021 her reasons but in particular that it is not signed by a named individual and it is not dated. In her submission the accounts do not comply

with the requirements of her lease and the Upper Tribunal interpretation of the same.

75. This Tribunal is of course bound by the Upper Tribunal decision. We must be satisfied that certificates as determined by Martin Rodger QC are provided prior to any amounts being due and payable. We have found as a matter of fact these certificates were not served until provided under cover of emails sent to the Tribunal and the Applicant on 12th October 2021.

76. We are satisfied that these certificates satisfy the terms of the lease and in particular clause 3(2)(ii)(b) A[31]. We do not accept the Applicant's argument that for the certificate to be valid it must have a wet signature from an individual or have a date. Whilst Mrs Aleksandrova refers to guidance on certifying someone's identity this is a separate matter. In our judgment the certificate identifies that it is given by a corporate firm of chartered accountants. There is no requirement for it to go beyond this.

77. We do however express our surprise that Mr Powell on questioning appeared to have no idea as to what certain figures related to or how they had been calculated. We note Mr Powell had not called the accountant to give evidence. However issues as to the allocation of monies and the correct application of earlier Tribunal decisions are not matters over which this Tribunal has jurisdiction. We understand there may already be County Court proceedings which is of course the correct forum for resolution of any such dispute. Mr Powell would however be well advised to review and provide a clear explanation of all sums he believes remain due and owing from the Applicant.

78. The next point to consider is whether the charges are barred by Section 20B of the Landlord and Tenant Act 1985 in respect of the actual charges for the year ending 24th June 2020. We have already found as a matter of fact that the correct certificates for the accounts were given on 12th October 2021. As a result any amounts invoiced on or after 12th April 2020 are as a matter of law recoverable, having being demanded within 18 months.

79. We are satisfied having regard to A[132] that details of expenditure were given to the leaseholders by the management company shortly after the end of the service charge year. This was the evidence of Mr Powell and we accept this was the practice of his company. Such evidence was not challenged by Mrs Alexsandrova. In our determination there is no reduction due to section 20B of the Landlord and Tenant Act 1985.

80. We turn now to the amounts which are challenged. Firstly the accountancy fee of £600. This is included within the accounts for year ending 24th June 2020. Mr Powell tells us that no invoice has been rendered. He stated that his accountants include it within the

year for which they prepare the accounts but they have not as yet raised an invoice.

81. We determine this is not payable within the accounts for the year ending 24th June 2020. Whilst we appreciate accounting convention may be to include such sums. So long after the date we would expect an invoice to be produced to show payment has been made. As at the date of the second hearing no invoice had been produced or received by the Respondent. In our judgment as a result this sum is not reasonable. It may be that it will be invoiced at a future date and in our determination if it is subject to compliance with the requirements both under the lease and statute then it will be payable. For the avoidance of doubt we are satisfied that a fee of £600 (inclusive of VAT) for the preparation of the accounts and necessary certificates as required under the lease is reasonable.

82. Looking next at the insurance we note that Mrs Aleksandrova does not produce any alternative quotation. She refers to a telephone call she says she had but the evidence produced by Mr Powell does, in our judgment support that there is in place a block policy. We take account of the fact that it is for the Respondent to organise and determine the arrangements it wishes to make. We are satisfied that the cost is reasonable. We would remind Mr Powell that of course Mrs Aleksandrova is entitled to request a copy of the certificate of insurance, proof of payment of the premium and to have sight of the actual policy is she so wishes.

83. We are satisfied that cleaning and maintenance were undertaken as suggested during 2019/2020. The costs claimed are modest and we are satisfied that these sums are payable. Many of the matters challenged relate to issue which have actual arisen with the service charge year 2020/2021 and not this earlier period.

84. Again in respect of electricity we find the costs reasonable. The amount is relatively small and Mrs Aleksandrova's complaint about the costs of running a dehumidifier appear to relate to the year 2020/2021. In any event it seems given it appears to have been accepted by both parties that there was some form of leak the use of a dehumidifier for some period of time must be reasonable.

85. Mrs Alexsandrova challenged the fee for the asbestos report. Mr Powell explained he had not been provided with such a report on his purchase. Whilst it was surprising one was not undertaken before major works were undertaken we are on balance satisfied that the undertaking of such a report is reasonable by the Respondent. Landlord's are required to satisfy themselves in respect of asbestos within properties and the fee charged is modest. Mrs Aleksandrova did not appear to specifically challenge the amount per se, more the need for a report. For the sake of completeness we are satisfied that the cost of the report is reasonable.

86. Finally we turn to the management fee. This is a fee of £1140 in total. The fee equates to £190 per unit per annum. A large amount of the criticisms Mrs Aleksandrova raises relate to the period 2020/2021. It is the case that earlier accounts were not produced in accordance with the lease during the year 2019/2020. However we are not persuaded that the management fee should be reduced. It is plain that management has been provided and in our judgment this level of fee cannot be said to be unreasonable. The lease allows recovery of a management fee and the management is undertaken by a sperate legal entity notwithstanding the freehold and managing agent are under common ownership by Mr Powell.

87. Turning now to the estimate for the charges for the year 2020 to 2021 a budget is supplied A[131]. Round figures are provided and Mr Powell advised that these reflected the previous years accounts with certain items such as insurance having modest increases to take account of inflation. We pause to remind ourselves that budgeting by its nature is an imperfect science. We are satisfied that the methodology which Mr Powell adopted in determining the same was reasonable and has resulted in reasonable figures being produced. We do not accept the criticisms Mrs Aleksandrova makes should affect the estimated figures. Essentially she is inviting the Tribunal to look at these figures now being aware what has and has not taken place.

88. In our determination it was reasonable for all of the heads of expenditure to be listed within the budget. All the figures bear some resemblance to previous years. This reflects the methodology Mr Powell explained he adopted.

89. The lease allows an interim charge to be levied as determined by the landlord by two biannual payments. We are satisfied that the demand A[99] is valid and payable.

90. As a comment designed to assist we must say that we would not expect the full management fee to be charged in the year 2020/2021. Mr Powell acknowledged that no cleaning was provided for about 15 months before he discovered this. A manager properly undertaking their role would at the very least have queried why no invoices had been received and made enquiries. Lockdown did not exist for all of this period. A manager properly undertaking their duties would have noticed the lack of invoices and or have inspected the site and noted the lack of communal cleaning. Whilst the pandemic may have affected the ability to visit the charge for management must reflect the actual service provided.

91. We also comment that whilst it may be helpful for Mrs Aleksandrova to engage with contractors it is for the managing agent to ensure works are completed in a timely fashion. We were not able to fully understand why a gutter repair could not have been completed in a timely manner. Again however this issue appears to have arisen

during the service charge year 2020/2021 for which we were only tasked with looking at the estimated charge.

92. Mr Powell accepted that his management company is not a member of a redress scheme despite it managing various buildings and tenancies for different legal entities. Whilst the ultimate ownership may be the same, being himself, as separate legal entities we would expect the management company to be a member of a redress scheme. Certainly, if it manages separate short term tenancies it is a statutory requirement.

93. Mrs Aleksandrova requests orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and Paragraph 5A of Schedule 11 of the Commonhold and Leasehold Reform Act 2002. Further she requests the reimbursement of her fees paid to the Tribunal.

94. Mr Powell suggests that Mrs Aleksandrova is a vexatious litigant and to use his words "The Tribunal needs to make a sanction."

95. The remedies contended for by Mrs Aleksandrova are at the discretion of the Tribunal. Whilst the Tribunal may have powers to limit applications as appears to be suggested by Mr Powell a Tribunal would be slow to do so.

96. It is noticeable that it seems in the previous proceedings which resulted in an Upper Tribunal decision Mrs Aleksandrova was correct in her interpretation that the Respondent was not properly seeking to recover charges. Mr Powell seems to suggest that these are trifling matters, other leaseholders do not expect him to comply. However as a professional managing agent he should comply. It is hard, in our judgment, to label Mrs Aleksandrova vexatious. She requires and expects the Respondent to comply with its obligations under the lease and statute. We cannot see how this can be said to be unreasonable or vexatious. As she herself asserts on almost all occasions she has to some extent been successful in her applications in reducing what she is required to pay.

97. We turn now to the orders that Mrs Alexsandrova requests. We are satisfied that our discretion should be exercised to make orders that none of the Respondents costs incurred in this application should be recovered as a service charge item or an administration charge against the Applicant. We have regard particularly to the fact that proceedings were undoubtably extended due to the failure by the Respondent to provide proper disclosure. We make Orders pursuant to Section 20C of the Landlord and Tenant Act 1985 and paragraph 5A of Schedule 11 of the Commonhold and Leaseholder Reform Act 2002 in favour of the Applicant.

98. In respect of the reimbursement of fees we decline to make any order. Whilst it is Mrs Aleksandrova's right to make application in so doing there is no expectation that any costs orders will be made. We also

take account of the fact that in the main we have determined that the majority of sums are payable to the Respondent. Looking at matters in the round it seems likely that this application was inevitable and we exercise our discretion in refusing to make such an order.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case by email at rpsouthern@justice.gov.uk

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

3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

5. A person who did not attend the hearing may apply in writing to the Tribunal at rpsouthern@justice.gov.uk for the decision to be set aside within 28 days from the date of the decision . If such an application is made the person must state the reasons why s/he did not attend and why it is in the interests of justice to set aside the decision. It will be a matter for the Tribunal whether the decision is set aside.