FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case reference	:	**LON/00BB/HMF/2021/0108**
HMCTS Code	:	**V: CVPREMOTE**
Property	:	**16 Bolton Road, London E15 6JY**
Applicants	:	**(1) Stefan James FORSTER** **(2) Greta KILMANAITE**
Respondent	:	**Misbha UDDIN**
Type of application	:	**Application for a rent repayment order by tenant** Sections 40, 41, 43, & 44 of the Housing and Planning Act 2016
Tribunal members	:	**Judge T Cowen** **Ms Rachael Kershaw**
Date of decision	:	**5 April 2022**

DECISION

The Tribunal orders that:

(1) The Respondent is required to make a rent repayment to the First Applicant in the sum of **£851.46.**

(2) The Respondent is required to make a rent repayment to the Second Applicant in the sum of **£1,174.70.**

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

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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 were in the form of electronic bundles.

All parties represented themselves. The Tribunal heard evidence at the hearing from all of the parties, each of whom affirmed the truth of their evidence.

The Tribunal took account of all of the documents submitted and all of the evidence and submissions made at the hearing in reaching its decision.

REASONS FOR ORDER

The Property

1. The Property is five bedroom terraced property. The freehold title to the Property is registered in the joint names of the Respondent together with Khadiza Begum. Khadiza Begum was not a party to any of the tenancy agreements which are the subject of this application. Therefore only the Respondent is a party to these proceedings. We note that the Respondent and Khadiza Begum purchased the Property in December 2019, six months before the commencement date of the alleged offences.

The tenancies

2. The Property was let to the First Applicant from 1 May 2020 and to the Second Applicant from 1 July 2020. The tenancies were granted orally, because the Respondent said that he did not have access to a printer. The Respondent promised that written contracts would follow, but they never did despite requests by the Applicants and offers by the Applicants to print the tenancy agreements themselves.

3. The rent payable under the tenancies was £680 pcm for each room, which included utilities, but excluded internet access.

4. The Applicants paid deposits in the sum of £340 for each room. It is common ground that the deposits were not placed in a tenancy deposit scheme, contrary to section 213 of the Housing Act 2004. That breach of statutory duty is not an offence under section 40(3) of the 2016 Act and therefore cannot be the basis for a rent repayment order in this application. It is, however, a matter which we can take into account when considering the conduct of the Respondent under section 44 of the 2016 Act. It is important to add that the deposits were, in fact returned to the Applicants in full.

The application

5. The Applicants made this application for rent repayment orders under section 41 of the Housing and Planning Act 2016 on 15 April 2021. It was based on allegations that the Respondent has committed the following offences:

   5.1. Having control of or managing an unlicensed house in multiple occupation ("HMO") pursuant to section 72(1) of the Housing Act 2004

   5.2. Harassment pursuant to section 1 of the Protection from Eviction Act 1977.

6. Those are offences under section 40(3) of the Housing and Planning Act 2016.

7. The period during which the offences are alleged are as follows:

   7.1. It is alleged that the Property was unlawfully unlicensed from 1 May 2020. It is common ground that the Property was granted the requisite HMO licence on 1 April 2021.

   7.2. It is alleged that the Respondent committed the offence of harassment by visiting the Property on numerous occasions without giving prior notice, sometimes as late as 11 pm.

8. There was a third named applicant in the Applicants' application form, namely Ms Duduzile Maria Coka. She was removed as an Applicant by order of Judge Latham dated 7 June 2021.

9. The periods for which rent repayment is claimed are as follows:

   9.1. In respect of the First Applicant: from 1 May 2020 to 31 March 2021 amounting to a total claimed of £7,480 (being 11 months at £680 pcm)

   9.2. In respect of the Second Applicant: from 1 July 2020 to 31 March 2021 amounting to a total claimed of £6,120 (being 9 months at £680 pcm).

10. The First Applicant's case is that he paid the first months' rent and the deposit in cash, at the request of the Respondent. Thereafter he paid the rent on the first of each month by online bank transfer. The Second Applicant says that she paid all sums by bank transfer.

11. The Applicants' bank statements were included in the bundles. They showed the monthly payment of the rent to the Respondent throughout the period of the claim.

12. The First Applicant shared his room with a roommate, Carl. The First Applicant gave evidence at the hearing, Carl, contributed half of the rent (by reimbursing the First Applicant) until Carl moved out on 20 January 2021.

13. There was no evidence of the Applicants being in receipt of universal credit or housing benefit during the relevant period.

14. The application also included various allegations against the Respondent that he failed to deal with concerns about the safety of one of the other female occupants who may have been in an emotionally abusive or manipulative relationship. He was also accused by the Applicants of failing to deal effectively with pigeons, cockroaches and scaffolding removal. These accusations go to issues of conduct. They are not elements of any of the alleged offences.

Tenancy

15. The First Applicant moved into the Property on 1 May 2020. The Second Applicant moved in on 1 July 2020. Both Applicants occupied the Property under oral tenancy agreements, as mentioned above..

16. From the evidence we heard about the occupation of the Property overall, (which was not disputed)we have prepared a chronology of occupation which is annexed to this decision.

17. From the number of occupants and households set out in the annexed chronology, it is clear, and we find beyond reasonable doubt, that:

    17.1. The Property became an HMO, which required licensing, on 1 May 2020 when the First Applicant (together with Carl, Omar El Madiouni and Verdiana) moved into the Property.

    17.2. The Property ceased to be an HMO on 31 August 2020, when Omar El Madiouni and Verdiana moved out.

    17.3. The Property again became an HMO, which required licensing, on 1 November 2020 when Chichi, D Coka and M Bamulanzeki moved in.

The HMO Offence - the elements of the offence

18. The Respondent admitted the offence of being in control of a house which was required to be licensed under Part 2 of the Housing Act 2004 from 1 May 2020, without a licence. He applied for a licence on 25 January 2021 and the licence was granted on 1 April 2021.

19. Pursuant to section 72(4) of the Housing Act 2004, it is a defence that an effective application had been duly made at the material time. Since the

Respondent had made an application on 25 January 2021 (which resulted in the grant of a licence on 1 April 2021), the period during which he could have committed the offence ended on 25 January 2021.

20. As set out above, the Property was not an HMO (and therefore did not require licensing) between 1 September 2020 and 31 October 2020, namely from the period after Omar El Madiouni and Verdiana moved out and before Chichi, D Coka and M Bamulanzeki moved in.

21. Upon the Respondent's admission and after considering all the above evidence, the Tribunal is satisfied beyond reasonable doubt that:

    21.1. From 1 May 2020 until 31 August 2020 and from 1 November 2020 to 25 January 2021, the Property was a house in multiple occupation.

    21.2. For both of those periods, the Respondent was the owner of the Property, was in receipt of rent from persons in occupation as tenants of the Property and was therefore a person managing the Property within the meaning of section 263 (3) of the Housing Act 2004.

    21.3. The Property was required to be licensed under Part 2 of the Housing Act 2004.

    21.4. The Property was not licensed between 1 May 2020 and 25 January 2021 (the date when the Respondent made an effective application for a licence).

<u>The reasonable excuse defence</u>

22. Pursuant to section 72(5), it is a defence to those offences if the Respondent had a reasonable excuse for managing the house without a licence or for permitting the Applicants to occupy the house.

23. The Upper Tribunal stated in relation to an HMO case in *IR Management Services Limited v Salford City Council* [2020] UKUT 81 at paragraph 40 that "the issue of reasonable excuse is one which may arise on the facts of a particular case without [a respondent] articulating it as a defence (especially where [a respondent] is unrepresented). Tribunals should consider whether any explanation given ... amounts to a reasonable excuse whether or not [the respondent] refers to the statutory defence".

24. The particular terms of the reasonable excuse defence in section 72(5) came under scrutiny in *Palmview Estates Limited v Thurrock Council* [2021] EWCA Civ 1871. In that case, the Court of Appeal (at paragraphs 33 and 34) made the following important points:

24.1. Section 72(1) creates an offence of strict liability. That means that it does not matter whether the Appellant knew that the property they had control of was an HMO which required to be licensed. That strict liability nature of the offence is part of the statutory context in which the reasonable excuse defence should be construed and applied.

24.2. The defence of reasonable excuse is not framed in terms of failure to apply for a licence - it is framed expressly in terms of the offence itself. In other words: "a person may have a perfectly reasonable excuse for not applying for a licence which does not (everything else being equal) give that person a reasonable excuse to manage or control those premises as an HMO without that licence." (paragraph 34 of *Palmview*)

25. In our judgment, there is no reasonable excuse in this case within the legal definition. The Respondent's excuses (which included family bereavement, financial problems and COVID pandemic difficulties) were genuine, but they go only to the reason why he did not apply for a licence on time. They do not explain why he allowed the Applicants (and others) to occupy the Property, in such a way as to make it an HMO, before he made the application. The Respondent was, at the time of the alleged offence, an experienced landlord who had obtained HMO licences for several other properties, so he was not ignorant of the legal requirements.

<u>The HMO offence - conclusion</u>

26. The Tribunal is therefore satisfied beyond reasonable doubt that the Respondent committed the offence of being in control of management of an unlicensed HMO contrary to section 72(1) of the Housing Act 2004 between the following dates:

1st May 2020 to 31st August 2020
1st November 2020 to 25th January 2021

<u>The harassment offence</u>

27. The Applicants also claim rent repayment orders in relation to offences of eviction or harassment of occupiers. In order for the Tribunal to have the power to make a rent repayment order for such alleged offences under section 40 of the 2016 Act, the Applicants have to prove (beyond reasonable doubt) that the Respondent committed an offence under sections 1(2), 1(3) or 1(3A) of the Protection from Eviction Act 1977.

28. The Applicants are "residential occupiers" and the Respondent is a "landlord" for the purposes of section 1 of the 1977 Act[1].

29. The offence set out in section 1(2) is as follows:

> If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

30. There is no allegation that the Respondent actually deprived the Applicants of occupation. In order for the Tribunal to find the Respondent guilty of this offence, the Applicants would need to prove beyond reasonable doubt that the Respondent attempted to evict the Applicants.

31. The offences set out in sections 1(3) and 1(3A) of the 1977 Act are as follows:

> (3) If any person with intent to cause the residential occupier of any premises—
>
> (a) to give up the occupation of the premises or any part thereof; or
> (b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;
>
> does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.
>
> (3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—
>
> (a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or
> (b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence,
>
> and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential

[1] See sections 1(1) and 1(3C) of the 1977 Act

occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

32. In order to obtain a rent repayment order in respect of these alleged offence, the Applicants would need to prove acts likely to interfere with their peace and comfort or persistent withdrawal of services and would also need to prove that these were carried out with the requisite intentions, as set out in the sections.

33. The only acts relied upon in the application in support of the 1977 Act offences are that:

    33.1. The Respondent visited the Property daily without giving prior notice, sometimes late in the evening.

    33.2. The Respondent frequently turned off the heating, leaving the property in an uninhabitable state.

    33.3. The Respondent allowed into the Property people who made the Applicants feel uncomfortable or unsafe.

34. Having heard the oral evidence of the parties and having considered the documents carefully, we have reached the following conclusions about these alleged offences:

    34.1. The Respondent did visit the Property frequently without warning the Applicants, sometimes in the evening, but there is no evidence that he did so with the intention of causing the Applicants to vacate the Property nor is there any evidence that he believed that his visits would be likely to cause the Applicants to leave the Property. The Respondent said (and we accept) that some of his visits were at the invitation of other occupants. He also said that he only visited when required to do so. We have no way of assessing the accuracy of that statement, but the Applicants were not able to adduce any evidence to the contrary. We make no finding about whether the Respondent's visits were in breach of the terms of any tenancy agreement, because that is not the test for this Tribunal to apply. The only question is whether the Applicants have proved beyond reasonable doubt that the defined offence was committed. They have not done so.

    34.2. There is no evidence that it was the Respondent who turned off the heating. The Applicants did not see the Respondent do so,

they merely asked the Tribunal to infer that it was the Respondent. The Respondent said that it was Moses Kasozi Bamulanzeki who turned off the heating. There is not sufficient evidence for us to find beyond reasonable doubt that the Respondent withdrew or withheld essential services as alleged, or at all.

34.3. There is no evidence that the other people who visited or occupied the Property were actually a danger or threat to the Applicants. If the Applicants did genuinely feel uncomfortable or unsafe in the presence of those people, there is no evidence that the Respondent knew that these visitors or other occupiers would have that effect, and there was no evidence that the Respondent deliberately (or recklessly) encouraged such people to occupy or visit the Property with a view to causing the Applicants to vacate the Property.

35. As a result of our findings, we have decided that the Applicants have not proved that the Respondent committed any of the said offences in section 1 of the Protection from Eviction Act 1977 to the requisite standard of proof.

<u>The making of a rent repayment order</u>

36. The application was made on 15 April 2021, so the HMO licensing offence was committed within the period of 12 months prior to that date. It relates to housing which was, at the time of the offence, let to the Applicants. The application in relation to the HMO licensing offence therefore satisfies the requirements of section 41(2) of the 2016 Act.

37. It follows from the above and from section 40(1) of the 2016 Act, that we have power to make a rent repayment order in this case in respect of the HMO licensing offence as set out above. The Respondent has committed offences to which Chapter 4 of the 2016 Act applies. We therefore may make a rent repayment order under section 43(1) of the 2016 Act.

<u>The amount of the rent repayment order</u>

38. For the reasons stated above, we have found that the offences were committed beyond reasonable doubt and we have decided that this is a case in which we may make a rent repayment order. We have decided to make such an order and must now consider the amount of the rent repayment order.

39. Before considering whether any deductions should be made by reason of conduct and financial circumstances, it is necessary to calculate the maximum amount of rent which could be awarded against the Respondent. That is the "starting point" referred to in the Upper Tribunal decisions on this issue, most recently by the President of the

Lands Chamber of the Upper Tribunal in *Williams v Parmar* [2021] UKUT 244 (LC) at paragraph 25.

40. In calculating the maximum amount of the rent repayment order under section 44(3) of the 2016 Act, we accepted evidence that the annual amount payable in respect of utilities for the Property as a whole was the sum of £4,141 which included council tax, TV licence, gas, electricity and water. All of those services were included in the rent and therefore fall to be deducted in order to isolate the amount payable in respect of rent for the occupation of the Property. The annual sum of £4,141 for the Property divides equally into the annual figure of £828 (which translates to a monthly sum of £69) in respect of each of the 5 rooms.

41. The **maximum** amount which could be ordered under section 44(3) of the Housing and Planning Act 2016 in favour of the First Applicant is the sum of **£2,128.65** which is calculated as follows:

   41.1. The First Applicant paid a monthly sum of £340 throughout the period of the claim from 1 May 2020 to 31 August 2020 and from 1 November 2020 until 20 January 2021 (on which date the First Applicant's roommate Carl moved out); and thereafter at the monthly rate of £680 for the remaining 5 days of the claim up to 25 January 2021.

   41.2. From that figure needs to be deducted half of the monthly utility bills for his room (as calculated above) and the full utility bills for the last 5 days, which comes to the total figure of £240.39 for the entire period of the claim.

The figure of **£2,128.65** is therefore the **starting point** in relation to the **First Applicant**'s claim.

42. The maximum amount which could be ordered under section 44(3) of the 2016 Act in favour of the Second Applicant is **£2,936.74** which is calculated as follows:

   42.1. The Second Applicant paid a monthly sum of £680 from 1 July 2020 (when she moved in) to 31 August 2020 and from 1 November 2020 until 25 January 2021 making a total of £3,268.39.

   42.2. From that figure needs to be deducted the monthly utility figure of £69, which comes to the total figure of £331.65 for the entire period of the claim

The figure of **£2,936.74** is therefore the **starting point** in relation to the **Second Applicant**'s claim.

43. There is no specific evidence of the financial circumstances of the Respondent. We therefore have nothing to take into account under section 44(4)(b) of the 2016 Act. We have no evidence that the Respondent has been convicted of any offence to which Chapter 4 of the 2016 Act applies, for the purposes of section 44(4)(c) of the 2016 Act.

44. We are, finally, required by section 44(4)(a) of the 2016 to take account of the conduct of the landlord and the tenants.

45. The correct approach to conduct has been explored in a number of recent Upper Tribunal decisions. Most recently, the decision of the President in *Williams v Parmar* [2021] UKUT 244 (LC) (which has been followed subsequently in *Aytan v Moore* [2022] UKUT 27 (LC) and *Chow v Skipper* [2022] UKUT 5 (LC)) at paragraph 26 confirmed the approach set out in *Ficcara v James* [2021] UKUT 38 (LC). The President went on to reject an argument that the amount of a rent repayment order should be based on reasonableness (which was the previous test under the repealed provisions of the 2004 Act) or a tariff. He then added the following helpful passage at paragraph 51:

> "It seems to me to be implicit in the structure of Chapter 4 of Part 2 of the 2016 Act, and in sections 44 and 46 in particular, that if a landlord has not previously been convicted of a relevant offence, and if their conduct, though serious, is less serious than many other offences of that type, or if the conduct of the tenant is reprehensible in some way, the amount of the RRO may appropriately be less than the maximum amount for an order. Whether that is so and the amount of any reduction will depend on the particular facts of each case. On the other hand, the factors identified in para 3.2 of the guidance for local housing authorities are the reasons why the broader regime of RROs was introduced in the 2016 Act and will generally justify an order for repayment of at least a substantial part of the rent."

46. In summary, the following general principles can be derived from all of the recent authorities:

    46.1. The amount payable does not need to be limited to the amount of the landlord's profit from letting the property during the relevant period.

    46.2. The total amount of rent paid by the tenant during the relevant period is the maximum penalty available, but it should not be treated in the same way as a "starting point" in criminal sentencing, because it can only go down, however badly a landlord has behaved.

46.3. The amount of any reduction will depend on the particular facts of the case

46.4. It will be unusual for there to be absolutely nothing for the Tribunal to take into account under section 44(4), especially if the offence is less serious than many other offences of that type, but the award will usually be for at least a substantial part of the rent.

47. In relation to the tenant's conduct, the Upper Tribunal said in paragraph 34 of *Awad v Hooley* [2021] UKUT 55 (LC): "The FTT is expressly directed to take the tenant's conduct into account; it is not directed to consider that conduct only insofar as it had an effect upon the offence itself, although of course the conduct must be relevant."

48. Applying that legal framework, we have taken particular account of the following facts which we have found in relation to the parties' conduct:

(a) The Respondent applied for an HMO licence before the Applicants made this application and his HMO licence was issued before this hearing. It was not therefore this application which prompted him to apply for a licence, he did so of his own volition.

(b) The property was refurbished to a high standard before it was let to any of the tenants. There were problems (as one would expect with any property), such as cockroaches discovered in one of the rooms, but the Respondent responded appropriately to remedy any such problems.

(c) The Respondent ensured that all necessary fire safety measures were in place. This is extremely important, especially in the case of an HMO. The Respondent should be credited for carrying out such measures properly.

(d) The Respondent was suffering from difficult personal circumstances during the COVID-19 pandemic, as a result of several bereavements and contracting the illness himself. He also spent time trying unsuccessfully to get the local authority to transfer an HMO licence to the property from one of his other properties. This was not something which can be done in the HMO scheme, but the Respondent believed at the time that it was possible. This demonstrated that he was doing what he thought he could do to remedy the position. He found it very difficult to get through to the local authority for them to answer his queries. This explains why he did not remedy the defect sooner. This also shows that for much of the period of the offence, the Respondent was actively engaged in trying to get a licence, albeit sometimes misguidedly. These matters do not amount to a reasonable excuse (for the reasons we have set out above), but they are matters which we can take into account when considering the Respondent's conduct for the purposes of deciding the amount of the rent repayment order.

(e) The Respondent always intended to apply for an HMO licence, but was delayed in doing so for the reasons stated above. He freely admitted to the Tribunal that he should not have allowed more than four people to occupy the property before he had sorted out the application for a licence and expressed sincere regret for doing so. He was under a great deal of pressure at the time and made mistakes, while trying to keep his head above the water. We take the view that he is not the kind of cavalier or reckless profit-seeking landlord against whom the maximum amount would normally be awarded.

(f) The Respondent did however fail to place the Applicants' deposits into a rent deposit scheme. This was a breach of the law, which weighs against the Respondent as an element of bad conduct. He did eventually place the deposits into a scheme and the Applicants received their full deposits back after they vacated the property. But it is not acceptable that he failed to use a scheme throughout the period of the HMO licensing offence.

(g) There was also not a great deal of evidence of the conduct of the Applicants, but we did note that the Applicants appeared to have exaggerated much of their case in order to try to paint the Respondent in the worst possible light. For example, they made allegations that another tenant was the victim of some kind of abusive or illegal sexual activity and that the Respondent somehow failed to protect this other tenant. It turned out that there was no evidence for any of these allegations. It was all based on rumour and suspicion and in any event it was difficult to see what the Respondent could have been expected to do about any such problem, even if it was happening. The Applicants did eventually withdraw those allegations after much time was spent on the issue, but the fact they were put, and the way they were put, did not reflect well on the Applicants.

(h) Balancing all of those factors, we take the view that this is not one of those cases at the serious end of the scale for which Parliament intended the most severe penalty of a full rent repayment order. We reached the figure of 40% as a reflection of the fact that this was a landlord who committed an offence while overall trying to do the best he could.

49. The Tribunal therefore orders the Respondent to pay to the Applicants the respective sums set out above. Those sums are calculated as 40% of the maximum rent repayment order (which is a substantial part of the rent) in respect of each Applicant, namely:

First Applicant: 40% of **£2,128.65** is **£851.46**.
Second Applicant: 40% of **£2,936.74** is **£1,174.70**

Dated this 5th day of April 2022

JUDGE TIMOTHY COWEN

ANNEX: CHRONOLOGY OF OCCUPATION

Period of time	Occupying households	Notes
From prior to the Respondent's purchase to 14.04.2020	1Paul Schandorf	
15.04.2020-30.04.2020	1 Paul Schandorf 2 Muhid Miah and Lan	Muhid Miah and his wife Lan moved in on 15.04.2020
01.05.2020-30.06.2020	1 Paul Schandorf 2 Muhid Miah and Lan 3 First Applicant and Carl 4 Omar El Madiouni and Verdiana	First Applicant and Carl moved in during late April, but only commenced paying rent from 01.05.2020. Omar El Madiouni and Verdiana also moved in on 01.05.2020.
01.07.2020-14.08.2020	1 Paul Schandorf 2 Muhid Miah and Lan 3 First Applicant and Carl 4 Omar El Madiouni and Verdiana 5 Second Applicant	Second Applicant moved in on 01.07.2020
15.08.2020-30.08.2020	1 Paul Schandorf 2 First Applicant and Carl 3 Omar El Madiouni and Verdiana 4 Second Applicant	Muhid Miah and Lan moved out on 15.08.2020
31.08.2020-31.10.2020	1 Paul Schandorf 2 First Applicant and Carl 3 Second Applicant	Omar El Madiouni and Verdiana moved out on 31.08.2020
01.11.2020-25.01.2021	1 First Applicant and Carl 2 Second Applicant 3 Duduzile Maria Doris Coka 4 Moses Kasozi Bamulanzeki 5 Chichi	Paul Schandorf moved out on 30.10.2020 Chichi, D Coka and M Bamulanzeki moved in on 01.11.20

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).