

12024



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **CHI/00MS/LVT/2017/0010**

**Property** : **Windsor Court, 14 Winn Road,  
Southampton, SO17 1EN**

**Applicant** : **Winn Road Management  
Company Limited**

**Representative** : **Napier Management Services  
Limited ("Napier")**

**Respondent** : **The Leaseholders**

**Representative** : **-**

**Type of Application** : **Variation of lease : Section 35 of the  
Landlord and Tenant Act 1987 ("the  
1987 Act")**

**Tribunal Member** : **Judge P R Boardman**

**Date and venue of  
Hearing** : **Decided on the papers**

**Date of Decision** : **21 March 2018**

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**DECISION**

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## **Introduction**

1. This application is to vary the leases of the Flats at the Property. The grounds of the application are that :
  - a. the Property is a purpose-built, five-storey block of thirteen flats, built in about 1970, with garage blocks, gardens and a lift
  - b. the principal reason for wishing to vary the leases was that the leases did not allow the service charge to be collected during the year to assist with the paying of the necessary bills for the Property; currently the Leaseholders were voluntarily paying quarterly contributions, but, because there was no requirement for them to do so there were potentially very serious consequences if any of them should choose to withhold payment; indeed the cash flow for the Applicant generally ran at a low level, and, bearing mind the maintenance demands of a building which was nearly fifty years old, this was not a favourable situation, and would not enable the Applicant to discharge its repair and maintenance obligations
  - c. in addition, the Applicant wished to make other variations to bring the leases up to modern standards
  
2. A letter to the Tribunal from Napier dated 20 October 2017 indicated that the reason why the application was under section 35 of the 1987 Act was that two Leaseholders had lodged objections during a consultation process, so that they had not reached the threshold for an application under section 37 of the 1987 Act
  
3. By the Tribunal's directions dated 17 November 2017 the Tribunal directed that on or before 22 December 2017 any Respondent wishing to be heard on the application should send to the Applicant a statement in reply to the application, together with details of any claim for compensation under section 38(10) of the 1987 Act. By letter to each of the Respondents dated 4 January 2018, Napier stated that no objections had been received pursuant to those directions, and that Napier were now preparing the papers to send to the Tribunal
  
4. The Tribunal has decided the application on the papers before it, without an oral hearing, pursuant to rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules"), and the Tribunal's directions dated 17 November 2017, no party having requested a hearing in the meantime
  
5. The Tribunal has decided in all the circumstances of this case, and in the light of the issues before it, that it is not necessary for the Tribunal to inspect the Property before making its decision

## **Section 35 of the 1987 Act**

6. Section 35, as amended, is in the following terms :

### **35 Application by party to lease for variation of lease.**

(1) Any party to a long lease of a flat may make an application to the appropriate tribunal for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;

(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease.

(g) such other matters as may be prescribed by regulations made by the Secretary of State.

*(3) For the purposes of subsection (2)(c) and (d) the factors for determining, in relation to the occupiers of a flat, what is a reasonable standard of accommodation may include—*

*(a) factors relating to the safety and security of the flat and its occupiers and of any common parts of the building containing the flat; and*

*(b) other factors relating to the condition of any such common parts.*

*(3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.*

*(4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if—*

*(a) it provides for any such charge to be a proportion of expenditure incurred, or to be incurred, by or on behalf of the landlord or a superior landlord; and*

*(b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of any such expenditure; and*

*(c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraphs (a) and (b) would either exceed or be less than the whole of any such expenditure.*

*(5) Procedure regulations under Schedule 12 to the Commonhold and Leasehold Reform Act 2002 and Tribunal Procedure Rules shall make provision—*

*(a) for requiring notice of any application under this Part to be served by the person making the application, and by any respondent to the application, on any person who the applicant, or (as the case may be) the respondent, knows or has reason to believe is likely to be affected by any variation specified in the application, and*

*(b) for enabling persons served with any such notice to be joined as parties to the proceedings.*

*(6) For the purposes of this Part a long lease shall not be regarded as a long lease of a flat if—*

*(a) the demised premises consist of or include three or more flats contained in the same building; or*

*(b) the lease constitutes a tenancy to which Part II of the Landlord and Tenant Act 1954 applies.*

*(8) In this section “service charge” has the meaning given by section 18(1) of the 1985 Act.*

*(9) For the purposes of this section and sections 36 to 39, “appropriate tribunal” means—*

*(a) if one or more of the long leases concerned relates to property in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and*

*(b) if one or more of the long leases concerned relates to property in Wales, a leasehold valuation tribunal.*

## **Documents**

7. The documents before the Tribunal are :

- a. a bundle comprising pages 1 to 344, but indexed as 1 to 343
- b. a letter to the Tribunal from Napier dated 13 February 2018, with a statement setting out the sub-sections relied on under section 35 of the 1987 Act

## **The leases**

8. At pages 5 to 314 of the bundle are copies of twelve of the thirteen leases. A letter from Napier to the Tribunal dated 23 January 2018 states that they had not been able to obtain from the Land Registry a copy of the lease for Flat E

9. The parties have not drawn the Tribunal’s attention to any material differences in the terms of the respective leases, and the Tribunal has accordingly assumed for the purposes of this decision that all the leases are in materially the same terms

## **The proposed variations**

10. The Applicant has included, at pages 322 to 344 of the bundle, a further copy of the lease of Flat A with, interleaved, the proposed variations

11. The material lease clauses, the Applicant's stated aims of the proposed variations, the proposed variations, the sub-sections of section 35 of the 1987 Act relied on by the Applicant, and the Tribunal's decision in each case, are as follows

### **Variation 1**

12. Lease clause 1
13. Applicant's stated aim of variation : to remove the requirement to pay the service charges in arrear and to set the due date for payment (as per the ground rent) on 24 June each year
14. Proposed variation : delete the words ".....and paid in arrear without any deduction on the Twenty Fourth June in every year during the said term the first such payment for the proportionate part thereof for the current calendar year from the date hereof to be made on the execution thereof....."
15. Sub-section of section 35 of the 1987 Act relied on by the Applicant : section 35(2)(e) : the existing means of recovery by the Applicant from the leaseholders was unsatisfactory, because receipt of service charges was delayed, which diminished the ability of the Applicant to manage the Property properly
16. *The Tribunal's decision*
17. The grounds on which an application may be made under section 35 of the 1987 Act for the variation of a lease are as set out in the preamble to section 35(2), namely that "the lease fails to make satisfactory provision with respect to one or more of the following matters....."
18. It is clear from the provisions of the sub-sections of section 35(2), and from the provisions of sections 35(3), (3A) and (4), that the words "fails to make satisfactory provision" imply an objective test of defectiveness in relation to the lease, rather than a subjective test of preference for a change in, or an addition to, or an omission from, the lease. By way of example, clause 35(4) defines "satisfactory provision with respect to the computation of a service charge" (for the purposes of section 35(2)(f) in relation to service charges payable by way of a proportion of the landlord's expenditure) by reference to whether the aggregate amounts would be more or less than 100%, rather than, for example, by reference to whether the parties regarded the proportion in respect of the lease of one flat to be unsatisfactory compared with the proportion in respect of the lease of another flat
19. The Tribunal finds that it is not a surprise that the test of satisfactoriness or otherwise under section 35 of the 1987 Act is an objective one, as :

- a. the leases are contractual documents and contain contractual arrangements entered into voluntarily by the parties
  - b. there is provision elsewhere in the 1987 Act for the parties to give effect to a preference for a change in, or an addition to, or omission from, the lease, namely in section 37, if the provisions in that section are met
20. There is nothing objectively unsatisfactory, for the purposes of section 35 of the 1987 Act, in the existing provision for the payment of service charges in arrear. The fact that, since the granting of the lease nearly fifty years ago, the lessor has not been able to demand service charges until the end of the year in which the lessor incurred the relevant expenditure, in contrast to the ground rent, which is expressed to be payable in advance, will have been a matter known to the original lessor on granting the lease, and to any person, including the Applicant company, who has acquired the lessor's interest in the meantime. The fact that a lessor may have to fund the expenditure initially, or, in the case of a company such as the Applicant, to consider making a cash call on its shareholders, does not render the existing lease provision objectively unsatisfactory, even if the Applicant would now prefer the service charge payments to be made in advance
21. The Tribunal declines to order the proposed variation accordingly

## **Variation 2**

22. Lease clause 2(xii)
23. Applicant's stated aim of variation : to modernise the assignment fee requirement
24. Proposed variation : delete the words ".....a fee of two guineas....." and replace with ".....a reasonable fee....."
25. Sub-sections of section 35 of the 1987 Act relied on by the Applicant : sections 35(2)(d) and section 35(2)(e) : the Applicant's agent provides a seller's pack to enable leaseholders to sell their flats with accurate information for the benefit of the seller and the buyer, and a reasonable fee should be recoverable for this service
26. *The Tribunal's decision*
27. The fee payable by the leaseholder under clause 2(xii) of the lease is for "notation" by the lessor of the relevant document referred to, and is not a fee in relation to any part of the legal process leading up to the obtaining of that document by the leaseholder. The fee payable under clause 2(xii) does not therefore include any fees incurred by the lessor's agent in issuing a "seller's pack" during the course of a sale of a leaseholder's flat.

The payment of those fees would be a matter of separate arrangement between the agent, the leaseholder and the buyer

28. The fact that the fee under clause 2(xii) of the lease is expressed as “two guineas” does not render the provision unsatisfactory for the purposes of section 35 of the 1987 Act, despite the small amount and the reference to “guineas”, in that :

- a. the smallness of the amount is not in itself objectively unsatisfactory, but merely the amount which has been specified contractually
- b. the fact that “guineas” are no longer legal currency does not of itself render clause 2(xii) unsatisfactory, as the parties will know that the contemporary equivalent of a guinea was then one pound and one shilling, and that the current equivalent, following decimalisation, is now £1.05

29. The Tribunal declines to order the proposed variation accordingly

### **Variation 3**

30. Lease clause 2

31. Applicant’s stated aim of variation : to make it a requirement that the seller pre-sale will transfer the seller’s share and procure the registration of the new share, and that the solicitor for the seller provides a certificate that this has been done

32. Proposed variation : add a new clause 2(xxiv) “No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of a registered charge is to be registered without a certificate signed by a conveyance that the provisions of clause 2(xxii) of the registered lease have been complied with or that they do not apply to the disposition”

33. Sub-section of section 35 of the 1987 Act relied on by the Applicant : section 35(2)(e) : the new clause will ensure the proper discharge of the share transfer requirements

34. *The Tribunal’s decision*

35. Clause 2(xxii) of the lease already obliges the leaseholder to “.....forthwith transfer any such share to and procure the registration by the Company of such other person or persons as the owner or owners of such share”. The fact that the Applicant would prefer the addition of the proposed provision does not render the existing provisions of the lease unsatisfactory for the purposes of section 35 of the 1987 Act

36. The Tribunal declines to order the proposed variation accordingly



#### **Variation 4**

37. Lease clause 4(ix)
38. Applicant's stated aim of variation : to widen the terms of cover from the basic fire, storm and tempest, to include other risks that the lessor deems necessary
39. Proposed variation : Vary clause 4(ix) to read : "That the Lessor will at all times during the said term insure and keep insured the buildings being for the time being on the Premises against loss or damage by fire storm and tempest and other such risks that the Lessor considers may be required by a reasonable Lessor Tenant or mortgagee in a well-established office of repute to the full value thereof and in case of damage or destruction thereto by fire storm or tempest or insured risk will forthwith upon receipt of any insurance monies lay out the same in rebuilding or making good such damage"
40. Sub-sections of section 35 of the 1987 Act relied on by the Applicant : section 35(2)(a) and section 35(2)(b) : the wider insurance provisions will ensure the safety and security of the leaseholders' flats and their occupiers and the common parts, and will broaden the prospects of recovery in the event of an incident
41. *The Tribunal's decision*
42. The Tribunal accepts that the risks set out in the existing clause 4(ix) are unsatisfactorily restricted, and that the existing clause does not make satisfactory provision for the insurance of the Property for the purposes of section 35(2)(b) of the 1987 Act
43. The Tribunal therefore orders that the lease be varied in accordance with the wording proposed by the Applicant

#### **Variation 5**

44. Lease clause 4
45. Applicant's stated aim of variation : to include in the Lessor's repair and maintenance obligations permission for replacement of new for old and for reasonable improvement to the Property
46. Proposed variation : add a new clause 4(xii) : "The Lessor's repairing obligations shall include the renewal and replacement of all worn or damaged parts, the addition replacement or repair of any part that has been omitted or is inherently defective, the replacement where appropriate of old materials with modern materials and the installation or

carrying out of any reasonable additions or improvements to the premises and the fixtures and fittings”

47. Sub-sections of section 35 of the 1987 Act relied on by the Applicant : section 35(2)(a) and section 35(2)(d) : the lease does not provide satisfactorily, or as would reasonably be expected, for recovery of these costs, and the new clause reinforces the benefit to be achieved for the leaseholders

48. *The Tribunal’s decision*

49. Clause 4(ii) of the lease already provides as follows :

“That the Lessor will during the said term maintain and keep in good and substantial repair and condition all such parts of the Premises as shall for the time being be retained in the possession of the Lessor and all water gas and other pipes and flues and sewers drains tubes meters and wires now laid or hereafter to be laid in or upon any such part”

50. The fact that the Applicant would prefer the addition of the proposed provision does not render the existing provisions of the lease unsatisfactory for the purposes of section 35 of the 1987 Act

51. The Tribunal declines to order the proposed variation accordingly

## **Variation 6**

52. Lease clause 5

53. Applicant’s stated aim of variation : new service charge clause to allow for a reserve fund, to enable the service charge to be paid quarterly in one-thirteenth part, to set the service charge year as 31 December, to allow for a special levy, to cover over spends and underspends, and to provide for an interest charge on late payments

54. Proposed variation : delete the existing clause 5 and replace with a new clause 5 :

“5(i) The Maintenance Charge means :

- (a) all costs and charges incurred by or on behalf of the Lessor in carrying out its obligations under this lease and the leases of other flats within the premises
- (b) such sums as the Lessor considers reasonable to create a reserve fund towards the payment of future expenditure, and
- (c) for so long as the Lessor is a company owned by the majority of the owners of flats within the premises and

carrying on no other business than the ownership and management of the premises all other costs and expenses incurred by the Lessor

5(ii) In the carrying out of its obligations under this lease and the leases of other flats within the premises the Lessor shall be entitled to retain the services of managing agents and other professional persons

5(iii) The Lessor shall prepare an annual estimate of the Maintenance Charge and the Tenant shall pay one-thirteenth part of such estimated sum by four equal quarterly payments in advance on the usual quarter days or by such other single or periodic payments as the Lessor shall reasonably require

5(iv) The Lessor may raise a further demand or demands for additional payments in advance as often as may be necessary and the Tenant shall make payment to the Lessor within twenty one days of the date of each such demand

5(v) The Lessor shall keep proper books of account and shall prepare and deliver to the Tenant a statement of the Maintenance Charge to the 31<sup>st</sup> December in each year (or such other period as the Lessor shall determine from time to time) as soon as possible after the end of each financial period

5(vi) If the amount of the Maintenance Charge in any financial period shall exceed the sums demanded under clauses 5(iii) and 5(iv) the Lessor may raise a final demand for the balance which shall be paid by the Tenant within twenty one days of demand

5(vii) If the amount of the Maintenance Charge in any financial period shall be less than the sums demanded under clauses 5(iii) and 5(iv) the Lessor shall retain the balance on account of future expenditure

5(viii) The Tenant shall pay interest at the rate of 4% above Bank of England base rate on any sums unpaid fourteen days after the date of payment”

55. Sub-sections of section 35 of the 1987 Act relied on by the Applicant :

- clause 5(i)(a) : section 35(2)(e) : the new clause is a blanket allowance for recovery of charges
- clause 5(i)(b) : section 35(2)(a) : a reserve fund will give reassurance that the burden of major planned or unforeseen major-cost projects will be lightened
- clause 5(i)(c) : section 35(2)(a) : the new wording will enable collection through the service charge for repair and maintenance of the Property
- clause 5(ii) : section 35(2)(d) : the Applicant’s agent will facilitate the provision and maintenance of services in accordance with the Applicant’s repairing and maintenance covenants

- clause 5(iii) : section 35(2)(e) : the current collection arrangements are unsatisfactory, and the new provision will allow the collection of funds during the year and will enable more effective debt recovery, and will prevent any leaseholder delaying payment until certified accounts were available
- clause 5(iv) : section 35(2)(d) : the lease does not currently allow for special levies, which reduces the Applicant's ability to fund unexpected major works which might occur during the year
- clause 5(v) : section 35(2)(e) : the new provision will enable proper accounting procedures in accordance with company law
- clause 5(vi) : section 35(2)(e) : the new provision will enable recovery of deficits to bring the service charge to balance
- clause 5(vii) : section 35(2)(e) : the new provision will enable the Applicant to retain year-end surpluses for the future benefit of the Property and the leaseholders
- clause 5(viii) : section 35(2)(e) : the new provision will encourage prompt payment of service charges

56. *The Tribunal's decision*

57. The existing clause 5 of the lease provides as follows :

"5(i) Until the 1<sup>st</sup> January 1973 the Maintenance Charge whereof one equal thirteenth part is hereinbefore reserved and made payable by the Tenant by way of further or additional rent shall be the sum of £450 in each calendar year ending on the 31<sup>st</sup> December and thereafter the following provisions in this clause shall apply

(ii) The costs charges and expenses (herein called "the Maintenance Charge") incurred by or on behalf of the Lessor in respect of the Premises or any part thereof (other than any principal or interest subscriptions fines losses expenses of monies respectively payable to the Society according to the Rules of the Society and the provisions contained in the said Mortgage) or in the supervision management or control thereof respectively or in the observance and performance of the covenants by or obligations imposed on the Lessor contained herein or of the covenants by or obligations imposed on the Tenant for the time being under the said lease to the Company or contained in any other Underlease or Tenancy Agreement in respect of the Premises or any part thereof shall be determined on the 31<sup>st</sup> December 1972 and in every subsequent year of the term hereby granted in respect of the year then last passed by the Accountant for the time being of the Lessor who shall give to the Lessor a certificate in writing of the aggregate amount thereof

(iii) The Lessor may at any time or times during the said term employ any person firm or company to supervise manage or control on behalf of the Lessor the Premises or any part thereof and may engage any caretaker gardener or other servant to be employed on the Premises or in the

supervision or running or control thereof or of any installation therein contained and the full fees costs charges and expenses of any such person firm or company and the wages of any such caretaker gardener or other servant and any uniform or other equipment used by him and the costs charges and expenses of the said Accountant under or in pursuance of the provisions of this clause shall be included in the Maintenance Charge

(iv) The said Certificate when so given shall be final and binding upon both the Lessor and the Tenant except that the said Accountant may in his absolute discretion by any further Certificate in writing as aforesaid make any correction to or modification of any previous Certificate which shall have been given by him or by any predecessor in his office And so that any such correction or modification shall in no way affect the full force and effect of the previous Certificate in respect of which the same is given but the amount of such correction or modification shall be added to or subtracted from (as the case ay be) the Maintenance Charge for the period current at the date of such correction or correction or modification

(v) The Lessor shall notify the Tenant in writing on or before the 1<sup>st</sup> June in every year of the amount of the Maintenance Charge so certified in respect of the said year expiring on the 31<sup>st</sup> December then last passed”

#### *58. The Tribunal's decision*

59. The Tribunal's decision in relation to each of the proposed sub-clauses of the proposed new clause 5 of the lease is as follows :

- clause 5(i)(a)(b) and (c) : the lease does already provide in clauses 1 and 5 for the recovery by the lessor from each leaseholder of a one-thirteenth part of expenditure incurred by the lessor, and the fact that the Applicant might prefer the means and amount of payment to include a reserve fund does not render the provisions of the lease objectively unsatisfactory for the purposes of section 35 of the 1987 Act
- clause 5(ii) : the lease does already provide in clause 5(iii) for the Lessor to .....employ any person firm or company to supervise manage or control.....”, and the Applicant has not explained in what way the Applicant regards that existing wording to be unsatisfactory for the purposes of section 35 of the 1987 Act
- clause 5(iii), (iv), (vi) and (viii) : there is nothing objectively unsatisfactory for the purposes of section 35 of the 1987 Act in the lack of any existing provision for payments on account or special levies or balancing payments, for similar reasons to those already given in relation to proposed variation 1 concerning payments in arrear
- clause 5(v) : the lease does already provide in clauses 5(ii), (iii), (iv) and (v) for the accounts to be certified by an accountant, and the Applicant has not explained in what way the Applicant regards that existing wording to be unsatisfactory for the purposes of section 35 of the 1987 Act
- clause 5(viii) : the Tribunal accepts that the lack of a provision for payment of interest on late payments is unsatisfactory for the purposes

of sections 35(2)(e) and (3A) of the 1987 Act

60. The Tribunal therefore :

- a. declines to order the addition of proposed new clause 5
- b. orders that the lease be varied by the addition of a new sub-clause 2(xx1v) in the following terms : “2(xxiv) The Tenant shall pay interest at the rate of 4% above Bank of England base rate for the time being on any sums unpaid fourteen days after the date of payment”

### **Compensation**

61. The Tribunal notes that, following the Tribunal’s direction in that respect, neither party has suggested that the other party should pay compensation under section 38(10) of the 1987 Act for any loss or disadvantage likely to be suffered as a result of the deeds of variation, and, having considered all the circumstances in the round, the Tribunal finds that it is not appropriate to make any order in that respect

### **Further directions**

62. The Tribunal directs that :

- a. the Applicant shall by 19 April 2018 submit to each Respondent a draft deed of variation relating to that Respondent’s flat, incorporating the variations recorded in this decision as having been ordered by the Tribunal
- b. the Respondents shall by 18 May 2018, in writing, each indicate to the Applicant agreement to the draft, or detail in what way they contend that the draft does not conform with the variations recorded in this decision as having been ordered by the Tribunal
- c. the Tribunal expects the parties to be able to reach agreement about the final form of each deed of variation; however, in case for some reason they are not able to do so, the Tribunal adjourns this application until 1 June 2018, following which date the Tribunal will close its file, unless in the meantime either party has applied in writing for a further decision by the Tribunal in relation to any outstanding point about the wording of the deed of variation; the Tribunal gives notice that any such further decision will be way of a paper determination, unless the Tribunal agrees to a written request by either party for a further oral hearing

### **Appeals**

63. A person wishing to appeal against this decision 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

64. 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

65. 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 admit the application for permission to appeal
66. 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 which the person is seeking

Dated 21 March 2018

Judge P R Boardman