FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**LON/00AE/LBC/2018/0002**
Property	:	**Upper Flat, 84 Willesden Lane, London NW6 7TA**
Applicant	:	**EB Pension Fund (Ebele Muorah as Trustee of the EB Pension Fund)**
Representative	:	**Mr D Sawtell of Counsel**
Respondent	:	**Nicholas Keith Froggart**
Representative	:	**Mr C McCarthy of Counsel**
Type of application	:	**Determination of an alleged breach of covenant**
Tribunal members	:	**Judge N Hawkes** **Mr D Jagger MRICS** **Mr C S Piarroux JP CQSW**
Date and venue of hearing	:	**21, 22 and 23 May 2018 at 10 Alfred Place, London WC1E 7LR**
Date of decision	:	**5 June 2018**

DECISION

Decision of the Tribunal

The Tribunal finds that the respondent is not in breach of covenant.

The background

1. The Upper Flat, 84 Willesden Lane, London NW6 7TA ("the Flat") comprises a first and second floor apartment which is situated above commercial premises ("the Commercial Premises"). The Commercial Premises have been retained by the freeholder and are currently vacant.

2. Mr Froggatt holds the Flat by a lease dated 7 March 2014 between the applicant's predecessor in title, Mayer Benyohai, and Mr Froggatt for a term of 125 years from 7 March 2014 ("the Lease"). The applicant acquired the freehold interest in 84 Willesden Lane, London NW6 7TA on 20 February 2015.

3. By an application dated 8 January 2018, the applicant seeks a determination pursuant to section 168 of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") that Mr Froggatt is in breach of the covenants of the Lease which are referred to below. On 7 March 2018, directions were given by the Tribunal leading to a final hearing which took place on 21, 22 and 23 May 2018.

4. There have been previous proceedings between the parties in the Tribunal in 2016 and, on 8 January 2018, the applicant issued a dispensation application pursuant to section 20ZA of the Landlord and Tenant Act 1985 which has since been withdrawn.

5. Further, on 29 November 2017, Mr Froggatt issued proceedings against the applicant in the County Court at Willesden (Case Number D03WI233) in which he seeks an injunction and damages asserting breach of the Lease, trespass and harassment.

6. Directions were given in the County Court proceedings on 29 December 2017 and the Tribunal has been informed that a further directions hearing is due to take place in the County Court in August 2018.

The hearing and inspection

7. The applicant was represented by Mr Sawtell of Counsel and the respondent was represented by Mr McCarthy of Counsel at the hearing.

8. The Tribunal inspected 84 Willesden Lane, London NW6 7TA on the morning of 21 May 2018, in the presence of the parties and their representatives.

9. An inspection was carried out of an entrance hall, the ownership of which is disputed ("the Entrance Hall") and of the upper floors. It was not possible to gain access to the Commercial Premises on the ground floor where a meter and a consumer unit serving the Flat are located.

10. During the course of the inspection, it was observed that the flat felt roof was worn and that the inboard felt gutters were blocked with debris and weeds. Work to these areas did not appear to have been carried out for some time.

11. The Tribunal heard oral evidence from Ms Muorah on behalf of the applicant and from Mr Froggatt.

The issues

12. Section 168 of the 2002 Act includes provision that:

168 No forfeiture notice before determination of breach:

(1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c. 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.

(2) This subsection is satisfied if—

(a) it has been finally determined on an application under subsection (4) that the breach has occurred,

(b) the tenant has admitted the breach, or

(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.

(3) But a notice may not be served by virtue of subsection (2)(a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(4) A landlord under a long lease of a dwelling may make an application to the appropriate tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which—

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(6) For the purposes of subsection (4), "appropriate tribunal" means—

(a) in relation to a dwelling in England, the First-tier Tribunal...

13. The manner in which the parties' cases are put has evolved since the Statements of Case were drafted and this is reflected in the Tribunal's determinations below. The applicant currently alleges that Mr Froggatt is in breach of clauses 4, 5, 6, 8, 12, 14, 23.1 and 25 of the Fourth Schedule to the Lease.

The Tribunal's determinations

Clause 4

14. By Clause 4, the tenant covenants:

To put and keep in good and substantial repair and condition the whole of the Premises and every part thereof and all fixtures and fittings therein ...

15. The applicant claims that, in breach of this covenant:

(i) Mr Froggatt failed to repair cracked glass to an inner door between the Entrance Hall and the staircase leading to the first and second floors of 84 Willesden Lane; and

(ii) Mr Froggatt failed to replace this door which, on Ms Muorah's account, does not comply with current fire safety requirements.

16. Mr McCarthy argued that Clause 4 requires the tenant to repair items when they fall into disrepair. He submitted that:

(i) There is no evidence that the door has been in disrepair.

(ii) Ms Muorah is not qualified to give expert evidence concerning the issue of whether or not the door complies with current fire safety requirements.

(iii) In any event, the covenant does not extend to requiring the tenant to renew items as regulations change.

(iv) The covenant has been suspended by virtue of a statement made by Ms Muorah (who has at all material times acted on behalf of the applicant) to Mr Froggatt in email correspondence dated 12 October 2015 which provided "... I would highly recommend no further works take place on the premises until a decision can be reached by the tribunal".

17. Mr Sawtell relied upon an acceptance on the part of Mr Froggatt that (i) the glass had been cracked at the date of the lease and (ii) that it had only recently been repaired. He submitted that the covenant to "keep" in repair requires Mr Frogatt to remedy any disrepair which was in existence when the Lease was granted.

18. Mr Sawtell further submitted that any suspension of the covenant would have come to an end at the date of previous Tribunal proceedings which took place in 2016. However, Mr Sawtell accepted, as he was bound to do, that Ms Muorah is not qualified to give expert evidence in these proceedings.

19. The Tribunal accepts Mr Sawtell's submission concerning the interpretation of the covenant and finds that "to put and keep" the premises in good and substantial repair and condition creates an obligation to put the premises into the required state. Accordingly, the tenant is not excused from carrying out any work which falls within the covenant by reason of the fact that the Flat was in a state of disrepair at the date of the Lease.

20. However, it is common ground that no oral evidence was given and no photographs were relied upon by the applicant concerning the nature and extent of the cracking to the glass in the door. This is notwithstanding that extensive oral evidence was heard during the course of a three day hearing and it is estimated that 200 photographs were taken of the Flat in 2015 (many of which were provided to the Tribunal on day three of the hearing).

21. If the cracking was of any significance, it is surprising that it was not shown in at least one of the many photographs which were supplied to the Tribunal. Both parties agreed, as they were bound to do, that in the

absence of any evidence concerning the nature of the cracking it could have constituted anything from the most minor of purely cosmetic matters to a serious and significant defect.

22. In determining whether work is work of repair, relevant factors include the nature of the building and, importantly, the nature and extent of the matter which is sought to be rectified. The term "repair" does not cover the carrying out of any work, however minor and/or cosmetic in nature.

23. The Tribunal has noted the express wording of the covenant which is replied upon in the present case and, in particular, that the standard required is "good and substantial repair and condition". In every case it is a question of fact and degree whether work falls within the terms of the covenant in question.

24. In the absence of (i) any evidence concerning the nature of the cracking; and (ii) any expert evidence concerning the nature and extent of the alleged fire safety issues, the Tribunal is not satisfied on the balance of probabilities that the condition of the door has at any material time constituted a breach of Clause 4.

25. Accordingly, the Tribunal is not satisfied that the applicant has discharged the burden of establishing that Mr Froggatt has breached Clause 4.

Clause 5

26. By Clause 5, the tenant covenants:

In the third year of the Term and in every third year of the Term thereafter and also during the last three months of the Term howsoever determined to decorate in such colours and patterns as the Landlord may reasonably require and using good quality materials to decorate completely in accordance with then current good practice all parts of the interior of the Premises which have been or ought to be or normally are so decorated such decorations to be carried out to the reasonable satisfaction in all respects of the Landlord.

27. The applicant asserts that, in breach of Clause 5, there is an un-plastered area behind a new consumer unit within the Flat. It is common ground that the Tribunal is to make findings of fact concerning the alleged breach of Clause 5 on the basis of its observations on inspecting the Flat on the morning of 21 May 2018.

28. Both parties urged the Tribunal to carry out an inspection prior to the commencement of the hearing in order that the Tribunal would have the benefit of having seen the areas which form the subject matter of this dispute prior to any oral evidence being given.

29. The Tribunal acceded to the parties' request. However, notwithstanding the purpose of the inspection, no area behind the consumer unit said to be un-plastered in breach of Clause 5 was pointed out to the Tribunal during the course of the inspection. Further, no member of the Tribunal noticed any such area.

30. If any currently un-plastered area was of significance and was to form the basis of the applicant's case concerning Clause 5, the Tribunal would expect it to have been pointed out both to the Tribunal and to Counsel for the respondent during the course of the inspection.

31. Various submissions have been made concerning the true construction of this covenant and what it requires of the tenant. However, putting the applicant's case at its highest, the Tribunal is not satisfied on the evidence which has been presented to it that the applicant has discharged the burden of establishing that the condition of the Flat is such that Mr Froggatt is potentially in breach of Clause 5.

Clause 6

32. By Clause 6, the tenant covenants:

To permit the Landlord and those authorised by him and others so entitled to exercise the Reserved Rights and not to interfere with the exercise of any of them.

33. The applicant asserts that Mr Froggatt has, in breach of Clause 6, failed to allow the applicant access to the Flat to carry out work to an electricity supply exclusively serving the Flat ("the Work").

34. In the Particulars of the Lease, the Premises are defined as the Flat only. By clause 1.4, the Premises are more particularly defined in the First Schedule. The definition includes (for the purposes of obligation as well as grant) "all conduits, pipes, cables, drains and the like which are laid in any part of the Building and/or the Premises and which exclusively serve the Premises." Accordingly, all conduits exclusively serving the Premises form part of the Premises. By clause 1.12 of the Lease, "Service Conduits" includes wires cables and conduits and "any items similar to any of them".

35. By clause 1.7 of the Lease, the Reserved Rights are the rights set out in the Third Schedule. These include:

    (i) The right of free and uninterrupted passage of electricity through Service Conduits which may be in or under the Premises. However, the applicant is not claiming that the applicant's right to the free and uninterrupted passage of electricity has been

interfered with. The Work concerned the electricity supply exclusively serving the Premises.

(ii) The right to execute any works or to carry out any repairs to any Neighbouring Property. The Particulars provide that the Building is 84 Willesden Lane London SW6 7TA. By Clause 1.13 "Neighbouring Property" includes the Building "other than the Premises". As the conduits, cables etc. which exclusively serve the Premises form part of the Premises, the Work was not work to a "Neighbouring Property."

(iii) The right to carry out certain work to "Service Conduits and landlords' fixtures fittings and appliances through in under or upon the Premises". The relevant electricity cables form part of the Premises and the Work therefore does not fall within this provision.

(iv) The right "to enter on the Premises ... to carry out any works or any repairs or any building alteration or rebuilding of any Neighbouring Property or otherwise for the purpose of carrying out [his] obligations under this lease". For the reasons set out above, the Work is not work to any "Neighbouring Property". Further, by Clause 5 of the Fifth Schedule to the Lease, the applicant covenants to maintain and keep in good and substantial repair and condition "the Service Conduits therein (other than those which exclusively serve the Premises or any flat in the Building)". Accordingly, the applicant is not under an obligation to maintain the conduits, cables etc. which exclusively serve (and form part of) the Premises.

36. The Tribunal therefore accepts Mr McCarthy's submission that the "Reserved Rights" do not include a right on the part of the applicant to carry out work to the electricity supply exclusively serving the Flat.

37. Accordingly, Mr Froggatt is not potentially in breach of Clause 6 and it is not necessary for the Tribunal to make any findings of fact concerning the conduct of the parties in connection with the electricity supply serving the Flat (a matter which the Tribunal understands will fall to be considered in the County Court proceedings).

Clause 8

38. By Clause 8, the tenant covenants to pay service charges and administration charges. The applicant asserts that Mr Froggatt is in breach of Clause 8 by virtue of the fact that he has not paid various demands for service charges and administration charges.

39. In closing submissions, Mr McCarthy invited the Tribunal (subject to arguments which were advanced concerning the service of the demands and section 48 of the Landlord and Tenant Act 1985) to make a determination pursuant to s.27A of the Landlord and Tenant Act 1985 as to the reasonableness and/or payability of the disputed service charges. Presumably, had the matter progressed, a determination would also have been sought under Schedule 11 to the Commonhold and Leasehold Reform Act 2002 concerning the disputed administration charges.

40. Mr Sawtell submitted that the Tribunal should decline to make any such determination concerning the disputed charges. The Tribunal accepts Mr Sawtell's submission. This matter has been issued and case managed solely as a breach of covenant claim and the Tribunal does not have before it the evidence relevant to a section 27A (or Schedule 11) determination.

41. However, taking the applicant's case at its highest (and putting to one side submissions which were made concerning the service of the demands and other matters), the sums in question have neither been agreed by Mr Froggatt nor determined by a Court or Tribunal to be payable. The only sum demanded which Mr Froggatt accepts is payable (subject to the arguments concerning service etc.) is Mr Froggatt's contribution to the cost of insurance which he states he has paid in any event.

42. Accordingly, the Tribunal is not satisfied on the evidence available that the applicant has discharged the burden of establishing that Mr Froggatt is potentially in breach of Clause 8.

43. Further, the Tribunal notes that it is common ground that the demands currently relied upon by the applicant were sent out by the applicant for the first time in the applicant's hearing bundle for these proceedings (which runs to 235 pages); the covering email of 4 April 2018 makes no reference to the fact that these new demands are contained within the hearing bundle; and the Tribunal was informed that Mr Froggatt's solicitor was not authorised to accept the service of service charge or administration charge demands.

44. Accordingly, the Tribunal is not satisfied that the demands currently relied upon were served on Mr Froggatt on 4 April 2018 as contended by the applicant.

Clause 12

45. By Clause 12, the tenant covenanted:

Not to do anything on the Premises which may be or become a nuisance or annoyance or cause damage to the Landlord or to the owners tenants or occupiers of Neighbouring Property or any part or parts thereof.

46. During the course of the closing submissions, an assertion that Mr Froggatt had breached this clause by objecting to a planning application made by the applicant was withdrawn. Had this allegation not been withdrawn, the Tribunal would have had no hesitation in finding that Mr Froggatt was simply exercising his legal rights as he was perfectly entitled to.

47. The applicant currently asserts that, in breach of Clause 12, (i) Mr Froggatt has retained the applicant's post for 6 months; and (ii) that he has made false allegations concerning the applicant to the police.

48. Mr Sawtell sensibly accepted that Mr Froggatt gave his evidence with conviction and fluency and that he was honest, credible and straightforward. It was very clear to the Tribunal that this was the case.

49. At the time of the Tribunal's inspection of 84 Willesden Lane, a metal shutter covered the shopfront of the Commercial Premises. It is common ground that there is a post box exclusively serving the Commercial Premises beneath this shutter but that it is generally inaccessible.

50. There was a further letterbox in the front door leading from the street to the Entrance Hall. It is common ground that the applicant's post is from time to time posted through this letter box. On the applicant's case the Entrance Hall is a common part and on Mr Froggatt's case it forms part of the Flat.

51. The applicant accepts that Mr Froggatt is under no obligation to forward the applicant's post. The applicant claims that Mr Froggatt has intentionally withheld the applicant's post by taking it into the Flat and retaining it there for 6 months, and that this has constituted a nuisance and annoyance to the applicant. Ms Muorah stated that Mr Frogatt had emerged from the Flat with this post.

52. Mr Froggatt gave oral evidence that the applicant's post builds up in the Entrance Hall. He noted that the applicant and Ms Muorah and her father (who act on behalf of the applicant) have alternative addresses which could be used for the applicant's post.

53. Mr Froggatt gave evidence that he may have mistakenly taken one or two letters addressed to the applicant upstairs together with his own post for a short period of time but that, on realising the error, the post was taken back down.

54. Mr Froggatt also recalled a specific occasion when he had taken post addressed to the applicant out to Aaron (Ms Muorah's father) who was waiting in a car outside. He said "I thought that was a nice thing to do." The Tribunal accepts Mr Froggatt's evidence and finds as a fact that his conduct did not constitute a nuisance and annoyance.

55. In support of the allegation that Mr Froggatt made false allegations to the police, the applicant relies upon an undated letter addressed to Ms Muorah from the police concerning allegations of alleged harassment made by Mr Froggatt. In particular:

    (i) There is reference to "numerous letters demanding money from him" having been sent to Mr Froggatt when only two letters were sent directly to Mr Froggatt.

    (ii) The letter asserts that the courts have decided that the parties will each pay their own legal fees whereas a letter from the Tribunal dated 12 July 2017 states (in summary) that the Lease does not provide for legal costs to be claimed as a service charge but that they may be recoverable by way of an administration charge.

56. Mr Froggatt gave evidence that he had not seen the letter from the police prior to receiving the applicant's hearing bundle and that the letter does not represent a word for word account of what he said.

57. Mr Froggatt explained that, in addition to telling the police about the letters which he had received directly, he told the police about letters sent to his bank by the applicant regarding the service charges which he strongly disputes (and which the Tribunal has not determined are reasonable and payable). He explained that he had raised other matters and he gave the Tribunal an oral account of his conversation with the police which did not involve providing the police with false information.

58. The Tribunal accepts that Mr Froggatt is an honest witness and, having heard his oral testimony (which was thoroughly tested by Mr Sawtell in cross-examination), the Tribunal is satisfied that Mr Froggatt has not given false information to the police.

59. Mr Froggatt was not asked to approve the police letter before it was sent out and any differences between the content of the letter and Mr Froggatt's evidence are likely to be the result of a misunderstanding.

60. In all the circumstances, the Tribunal is satisfied that Mr Froggatt is not in breach of clause 12.

Clause 14

61. By Clause 14, the tenant covenants:

Upon receipt of any notice order or direction or other thing from any competent authority likely to affect the Premises or the user thereof to deliver to the Landlord immediately a copy of the same ...

62. On 5 November 2016, National Grid cut off the gas supply serving the Flat following a report of a suspected gas leak. Mr Froggatt became aware of this on 6 November 2016, which was a Sunday. Mr Froggatt informed Ms Muorah on Tuesday 8 November 2016 that he had been without gas for three days and that National Grid would be able to complete the installation of his gas supply on 9 November 2016. For completeness, it is noted that the work did not in fact go ahead on 9 November 2016 because Ms Muorah raised objections.

63. On 9 November 2016 at 10.12 am, following a meeting with them on Monday 7th November 2018, National Grid sent Mr Froggatt an email concerning the proposed work. The applicant contends that this email falls within the definition of "other thing from any competent authority likely to affect the premises or the user thereof"; that this was not passed on to Ms Muorah until around 7 pm on the same day; and that Mr Froggatt is therefore in breach of Clause 14.

64. Putting the applicant's case at its highest, if the email of 10.12 am were to constitute an "other thing" within the meaning of Clause 14, the Tribunal would not be satisfied that Mr Froggatt was in breach of this Clause.

65. Mr McCarthy referred the Tribunal to extracts from Halsbury's Laws of England and Words & Phrases Legally Defined concerning the meaning of "immediately" and "forthwith" and to Hillingdon LBC v Cutler [1968] 1 Q.B. 124. Cutler concerns the word "forthwith" but it is asserted in Words & Phrases Legally Defined that there appears to be

no material difference between the terms "immediately" and "forthwith".

66. The definitions of "immediately" include "as speedily as reasonably can be", "as soon as possible in the circumstances, the nature of the act to be done to be taken into account", "with reasonable promptness, having regard to the circumstances of the particular case", "such convenient time as is reasonably requisite for doing the thing."

67. Having regard to all of the circumstances of this case, including the fact that Mr Froggatt had already provided Ms Muorah with the information set out above concerning the gas supply the previous day, and the fact that Mr Froggatt was himself facing the difficulty of being without any gas supply, the Tribunal finds that the lapse of time between 10.12 am and around 7 pm would not potentially amount to a breach of covenant.

68. Accordingly, the Tribunal is satisfied that Mr Froggatt is not potentially in breach of Clause 14.

Clause 23.1

69. By clause 23.1, the tenant covenants:

Not to do anything whereby any policy of insurance on including or in any way relating to the Premises taken out by the Landlord may become void or voidable

70. Mr Froggatt gave evidence, which the Tribunal accepts, that he has requested a copy of the insurance policy over a two year period and that the applicant's failure to provide him with a copy of this document has obstructed his attempts to re-mortgage the Flat.

71. Notwithstanding that the applicant seeks to rely upon Clause 23.1 in these proceedings and the burden of proof is on the applicant, just one page of a document, which makes no reference to 84 Willesden Lane, London NW6 7TA, or to the applicant, or to any particular period of time, has been provided in the applicant's hearing bundle.

72. This page includes the statement:

Special terms apply to empty buildings – you must tell us immediately if any premises become unoccupied

73. As regards the term "unoccupied" the definitions section has not been supplied, rendering it impossible for the Tribunal to ascertain whether

this term has been given a specific meaning and, if so, what that meaning is.

74. The Tribunal considers that the evidence which has been provided by the applicant as to the terms of an insurance policy said to be in place in respect of the building at the material time is inadequate.

75. In all the circumstances, the Tribunal is not satisfied as to the terms of any policy of insurance which was in force at the material time. Further, the Tribunal is not satisfied on the evidence that Mr Froggatt left the Flat unoccupied. On Mr Froggatt's case, he had to spend time away from the Flat for a period of approximately 7 weeks because the applicant's actions left him without power.

76. Mr Froggatt gave evidence, which the Tribunal accepts, that he was not away from the Flat continuously. Mr Froggatt explained that he and his partner moved to an "Airbnb" property for around three weeks and that this property was only a five minute walk away from the Flat. He explained that they returned regularly for extra clothes, food and tea bags. He stated that they also stayed with friends in West Hampstead for around five nights and this was only a 5-8 minute walk away from the Flat (enabling them to return to the Flat).

77. Mr Froggatt and his partner also went on a trip to New Zealand. Mr Froggatt stated that they returned to the Flat in order to pack and, whilst they were away, a friend watered their plants and was available to potentially provide access.

78. It is clear that Mr Froggatt left personal belongings at the Flat, that he at all times intended to return (and has since returned), and that he, his partner and their friend were regularly physically present at the Flat during the period in question.

79. Accordingly, the Tribunal finds that Mr Froggatt is not in breach of Clause 23.1.

Clause 25

80. By clause 25, the tenant covenants:

Not to allow rubbish or refuse to accumulate in the Premises or the Common Parts

81. The applicant contends that Mr Froggatt has breached this covenant by leaving a piece of plasterboard in the Entrance Hall. On the applicant's case, the Entrance Hall is a common area and the plasterboard is rubbish.

82. Mr Froggatt accepts that he kept a piece of plasterboard in the Entrance Hall for a period of time. As stated above, there is a dispute between the parties as to whether or not the Entrance Hall forms part of the Flat. However, regardless of the status of the Entrance Hall, the Tribunal is not, in any event, satisfied that the plasterboard amounts to "rubbish".

83. Mr Froggatt gave evidence that the plasterboard was fire rated and that it was in the Entrance Hall temporarily for a specific reason. An electrical meter serving the Flat is situated above a false ceiling in the Entrance Hall. This meter is accessible through the Commercial Premises but Mr Froggatt does not have access to the Commercial Premises.

84. Mr Froggatt explained that the plasterboard was placed in the Entrance Hall during a period of time when he was without electricity in case emergency access to the electricity meter needed to be obtained through the false ceiling (in which case the plasterboard would then be required to make good the hole in the ceiling). He stated that the plasterboard was removed when his electricity supply was reconnected on 25 or 26 January 2018.

85. The Tribunal accepts Mr Froggatt's evidence and finds as a fact that the plasterboard was not rubbish. It placed in the hallway with a specific potential purpose in mind.

86. Accordingly, the Tribunal is satisfied that Mr Froggatt is not in breach of Clause 25.

Judge Hawkes

5th June 2018

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).