



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY) and  
THE COUNTY COURT AT NOTTINGHAM  
(sitting at the Nottingham Justice Centre)**

**Case Reference** : **BIR/00FY/LIS/2018/0064  
BIR/00FY/LLC/2018/0001  
BIR/00FY/LLD/2018/0002**

**Court Reference** : **D6CW886E  
(Nottingham County Court)**

**Subject Property** : **Apartment 208  
Weekday Cross Building  
Pilcher Gate  
Lace Market  
Nottingham NG1 1QF**

**Applicant/Claimant** : **Holding & Management (Solitaire) Limited**

**Representative** : **JB Leitch Limited**

**Respondent/  
Defendant** : **Richard Tanoh**

**Type of Application** : **(1) Liability to pay service charges  
(2) Liability to pay administration charges  
(3) Liability to pay interest  
(4) Liability to pay costs  
(All on transfer from the County Court)**

**Date of Hearing** : **3 April 2019**

**Tribunal Members** : **Deputy Regional Judge Nigel Gravells  
Colin Gell FRICS**

**County Court** : **Judge Gravells (sitting as a Judge of the  
County Court (District Judge))**

**Date of Decision** : **1 May 2019**

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**DECISION**

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## Introduction

- 1 This case concerns a service charge dispute in respect of Apartment 208, Weekday Cross Building, Pilcher Gate, Lace Market, Nottingham NG1 1QF. The freehold interest in the property is owned by the Applicant, Holding & Management (Solitaire) Limited; the leasehold interest in the property is owned by the Respondent, Richard Tanoh.
- 2 The Applicant alleges that service charges in respect of the subject property have been demanded but remain unpaid. The dispute also includes claims for administration charges and costs.
- 3 The case commenced in the County Court in February 2017 and the Respondent disputed all claims. The case was subsequently transferred to the First-tier Tribunal for determination by a First-tier Tribunal Judge sitting as a Judge of the County Court exercising the jurisdiction of a District Judge (under section 5(2)(t) and (u) of the County Court Act 1984, as amended by Schedule 9 to the Crime and Courts Act 2013) and, where appropriate, a Valuer Member of the Tribunal, in accordance with the Civil Justice Council flexible deployment pilot scheme.
- 4 The Tribunal proceeded to deal with all the issues in dispute between the parties, following the guidance of the Upper Tribunal (Lands Chamber) set out in *Avon Ground Rents Limited v Child* [2018] UKUT 0204 (LC). Issues relating to service charges and administration charges were determined by the First-tier Tribunal (Deputy Regional Judge Nigel Gravells and Colin Gell FRICS ('the Tribunal')). Issues relating to contractual costs were determined by Judge Gravells, sitting as a Judge of the County Court ('the Court').
- 5 Since the case is now before the First-tier Tribunal, for the purposes of this Decision the Claimant in the County Court action is referred to as 'the Applicant' and the Defendant is referred to as 'the Respondent'.

## Background

- 6 The subject property is an apartment on the second floor of a purpose-built block of apartments ('the building') in the Lace Market area of Nottingham. The block comprises 98 apartments on five floors. There is car parking with 96 spaces in the basement of the building. The building is managed in conjunction with an adjacent listed building, which has been converted into 22 apartments.
- 7 The Applicant is the freeholder of the building. Its title is registered at the Land Registry under title number NT348144.
- 8 The Respondent is the leaseholder of the subject property, holding under a lease dated 19 January 2006 for a 125-year term from 1 April 2002. His title is registered at the Land Registry under title number NT394260.
- 9 By clause 4 of, and the Fifth Schedule to, the lease, the Applicant covenants to provide the usual range of services to the building. The Applicant has appointed Encore Estate Management Limited to provide those services on its behalf.
- 10 By clause 3 of, and the Fourth Schedule to, the lease, the Respondent covenants to pay (i) 1/96 of the costs incurred by the Applicant in providing services to the car park, (ii) 1/98 of the costs incurred by the Applicant in

providing services to the remainder of the building (including a proportion of the costs incurred by the Applicant in providing window cleaning services jointly to the building and the adjacent listed building). Payment is required to be made, first, by two half-yearly payments in advance and, second, by a balancing payment (or credit) ('the Maintenance Adjustment') following the preparation of the accounts for the relevant service charge year.

- 11 The present claim is based on arrears of service charges as at 1 September 2016, when the Respondent's statement of account indicated a debit balance of £5,331.18, made up of unpaid service charges and administration charges.
- 12 The Applicant referred the unpaid charges to J B Leitch Limited (solicitors), who wrote to the Respondent and demanded full payment of the arrears and legal costs; but the Respondent made no payments.
- 13 On 1 February 2017 the Applicant commenced a County Court action against the Respondent to recover the alleged unpaid service charges of £4,965.18, administration charges of £441.00 and interest (to date) of £189.63. The Applicant also claimed court fees of £410.00, fixed solicitor's costs of £100.00 and contractual costs (to date) of £1,224.00.
- 14 On 23 February 2017 the Respondent indicated that he intended to defend all parts of the claim.
- 15 Following an automatic stay, by Order dated 7 November 2018 District Judge Wylie transferred the claim to the First-tier Tribunal (Property Chamber) for determination.
- 16 Subject to paragraph 4 above, the Tribunal proceeded to deal with all the issues in dispute between the parties.
- 17 With a view to clarifying the matters in dispute the Tribunal issued detailed Directions on 3 December 2018.
- 18 On 26 March 2019 the Applicant's claim for contractual costs was quantified at £7,964.30.

### **Inspection and hearing**

- 19 The Tribunal inspected the building on 3 April 2019. Present at the inspection were Ms Ruth Costen, Ms Emma Dancer and Mr Mark Williamson, of Encore Estate Management Limited, and Mr P Sweeney, of Counsel, representing the Applicant. The Respondent did not attend and was not represented.
- 20 Immediately following the inspection a hearing was held at Nottingham Justice Centre. In addition to those persons present at the inspection, Mr Richard Tanoh attended the hearing.

### **Scope of the Tribunal's determination**

- 21 Much of the Respondent's statement of case centred on an earlier dispute relating to ground rent. In the view of the Tribunal that dispute forms no part of the current application. In so far as the Respondent alleges that there are consequential issues relating to the ground rent dispute that remain unresolved, he must pursue those issues in other proceedings.

## **Service charges**

### Statutory framework

22 Section 27A of the Landlord and Tenant Act 1985 ('the 1985 Act'), so far as material, provides –

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to—

- (a) the person by whom it is payable,
- (b) the person to whom it is payable,
- (c) the amount which is payable,
- (d) the date at or by which it is payable, and
- (e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to—

- (a) the person by whom it would be payable,
- (b) the person to whom it would be payable,
- (c) the amount which would be payable,
- (d) the date at or by which it would be payable, and
- (e) the manner in which it would be payable.

23 Sections 18 and 19 of the 1985 Act provide –

18(1) In the following provisions of this Act 'service charge' means an amount payable by a tenant of a dwelling as part of or in addition to the rent—

- (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and
- (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose—

- (a) 'costs' includes overheads, and
- (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

19(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—

- (a) only to the extent that they are reasonably incurred, and
- (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

### Service charge demands

- 24 As noted above, the alleged unpaid service charges total £4,965.18. That figure largely represents historic charges relating to service charge years 2007/2008, 2008/2009 and 2009/2010, before the Applicant appointed Encore Estate Management Limited to manage the building.
- 25 In support of that figure, the Applicant produced copies of service charge demands issued to the Respondent, although those demands total £5,263.62, as set out in the following table:

| Date of demand | Relevant service charge year | Nature of demand     | Sum demanded |
|----------------|------------------------------|----------------------|--------------|
| 25/01/07       | 2004/2005                    | Balancing charge     | £406.57      |
| 26/02/07       | 2007/2008                    | Advance payment (1)  | £543.66      |
| 26/02/07       | 2007/2008                    | Reserve              | £121.19      |
| 05/09/07       | 2007/2008                    | Advance payment (2)  | £543.66      |
| 05/09/07       | 2007/2008                    | Reserve              | £121.19      |
| 12/09/07       | 2005/2006                    | Balancing charge     | £316.45      |
| 07/03/08       | 2008/2009                    | Advance payment (1)  | £556.16      |
| 07/03/08       | 2008/2009                    | Reserve              | £121.19      |
| 17/04/08       | 2008/2009                    | Supplement: CCTV     | £116.70      |
| 14/05/08       | 2008/2009                    | Interim invoice      | £430.97      |
| 04/09/08       | 2008/2009                    | Advance payment (2)  | £556.15      |
| 04/09/08       | 2008/2009                    | Reserve              | £121.19      |
| 10/09/08       | 2008/2009                    | Supplement: security | £252.03      |
| 19/11/08       | 2006/2007                    | Balancing charge     | £395.68      |
| 13/05/09       | 2009/2010                    | Advance payment (1)  | £660.83      |

- 26 However, since there is no exact correlation between the historic charges and the current claim, the Tribunal adopted the figure of £4,965.18 as the starting point.
- 27 In making its determinations the Tribunal took into account, so far as relevant, all written representations of the parties, together with the oral evidence and arguments advanced at the hearing.

### *Payability of service charges*

- 28 Although the Respondent sought to justify his failure to pay service charges, on the ground that he had not received documentation relating to the service charge demands, when he subsequently received that documentation, he indicated his willingness to pay the reasonable charges as determined by the Tribunal.
- 29 In any event, subject to paragraph 30 below, the Tribunal determines that the Respondent received valid service charge demands for the relevant years or, if he did not receive any particular demands, it was because he had failed to take appropriate steps to ensure that he received them.
- 30 However, the Tribunal notes the decision of the then Leasehold Valuation Tribunal dated 6 September 2010 (*Holden and others v Solitaire Property Management Company Limited and Holding & Management (Solitaire) Limited* (BIR/00FY/LSC/2009/0020 and 0027)) and the subsequent appeal decision of the Upper Tribunal (Lands Chamber) dated 10 April 2012

*(Solitaire Property Management Company Limited and Holding & Management (Solitaire) Limited v Holden and others* ([2012] UKUT 86 (LC))). Those were decisions on applications to challenge the service charges in respect of the Weekday Cross Building for the years 2005/2006 to 2008/2009. Although the Respondent was not a party to those applications, the Applicant in the present case sought to rely on the decision of the Upper Tribunal to preclude reconsideration of the service charges for the relevant years. In the view of the Tribunal, therefore, it is appropriate to take account of that decision in its entirety. In particular, the Upper Tribunal proceeded on the basis that, while the Applicants/Appellants had made valid demands for payments in advance, they had not made valid demands for any balancing charges in the relevant service charge years and that those balancing charges were therefore not recoverable from the leaseholders.

- 31 Applying that decision to the present case, the Tribunal disallows the three balancing charges listed in paragraph 25 above, which total £1,118.70.

#### *Reasonableness of service charges*

- 32 Although the Respondent did not challenge the reasonableness of the historic service charges in his written representations, he was not aware of the decision in *Solitaire Property Management Company Limited and Holding & Management (Solitaire) Limited v Holden and others*. In any event, since the Tribunal accepts the arguments of the Applicant in the present case that that decision precludes reconsideration of the service charges for the relevant years, the Tribunal is of the view that it is appropriate to take account of that decision.
- 33 Although the Upper Tribunal quashed many aspects of the decision of the Leasehold Valuation Tribunal, it upheld its determination on the reasonableness of service charges in the relevant years.
- 34 In respect of service charge year 2007/2008, the Tribunal determined that the total reasonable service charge costs amounted to £88,955.10 for the building and £10,955.64 for the car park. Applying the apportionment figures set out in paragraph 10 above, the total reasonable service charge for each apartment in the building was £907.71 (1/98 of £88,955.10) plus £114.12 (1/96 of £10,955.64), which totals £1,021.83. The Tribunal therefore allows that sum rather than the sum of £1,329.70 demanded and disallows £307.87.
- 35 In respect of service charge year 2008/2009, the Tribunal determined that the total reasonable service charge costs amounted to £106,640.27 for the building and £19,972.75 for the car park. Applying the apportionment figures set out in paragraph 10 above, the total reasonable service charge for each apartment in the building was £1088.17 (1/98 of £106,640.27) plus £208.05 (1/96 of £19,972.75), which totals £1,296.22. The Tribunal therefore allows that sum rather than the sum of £2033.20 demanded and disallows £736.98.
- 36 In respect of service charge year 2009/2010, the documentation includes only one demand for the first advance payment of £660.83. Based on the figures for previous (and subsequent) service charge years, the Tribunal finds that the reasonable service charge for each apartment would have exceeded that figure and accordingly allows that sum.

37 The Tribunal therefore determines that the reasonable historic service charges payable by the Respondent to the Applicant are £4,965.18 (the sum claimed) less the disallowed sums of £1,118.70 (paragraph 31 above), £307.87 (paragraph 34 above) and £736.98 (paragraph 35 above), which totals £2,801.63.

#### Service charges: summary

38 The Tribunal therefore determines that the Respondent is liable to pay to the Applicant the sum of £2,801.63 in respect of unpaid service charges as at 1 September 2016.

### **Administration charges**

#### Statutory framework

39 Schedule 11 to the Commonhold and Leasehold Reform Act 2002 ('the 2002 Act'), so far as material, provides –

1(1) In this Part of this Schedule 'administration charge' means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—

...

(c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or

(d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

...

(3) In this Part of this Schedule 'variable administration charge' means an administration charge payable by a tenant which is neither—

(a) specified in his lease, nor

(b) calculated in accordance with a formula specified in his lease.

2 A variable administration charge is payable only to the extent that the amount of the charge is reasonable.

5(1) An application may be made to the appropriate tribunal for a determination whether an administration charge is payable and, if it is, as to—

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,

(d) the date at or by which it is payable, and

(e) the manner in which it is payable.

#### Reasonableness and payability of administration charges

40 As noted, prior to commencing legal action, the Applicant referred the recovery of the unpaid service charges to J B Leitch Limited.

41 Pursuant to paragraph 2(b) of the Third Schedule to the lease, the Applicant claims by way of administration charges from the Respondent the fees that the Applicant was charged by J B Leitch Limited. The County Court claim included three such charges - £120.00 (reduced from £240.00), £246.00 and £75.00. However, at the hearing the Applicant withdrew the last mentioned claim.

- 42 The Respondent repeated his assertion that he had not received (detailed) demands for service charges and that, in the absence of such demands, it was unreasonable for the Applicant to impose charges for failing to comply with those demands.
- 43 The Tribunal has already indicated (i) that it does not accept that the Respondent did not receive valid service charge demands or (ii) that, if he did not receive the demands, he is largely responsible for not receiving them. It follows that the basis of his argument in respect of the administration charges disappears.
- 44 The Tribunal determines that the administration charges of £366.00 demanded by the Applicant are reasonable and are payable by the Respondent.

### **Interest on unpaid service charges**

- 45 Although the County Court claim included a claim for interest on unpaid service charges and administration charges, that aspect of the claim was withdrawn at the hearing.
- 46 The Court therefore determines that no interest is payable by the Respondent to the Applicant.

### **Contractual costs**

- 47 The Applicant's County Court claim included a claim for court fees of £410.00, fixed solicitor's costs of £100.00 and contractual costs to date of £1,224.00.
- 48 Prior to the hearing the Applicant submitted an updated schedule of costs and disbursements in Form N260. The costs set out there amounted to £7,964.30 (including County Court fees (£510.00), the Tribunal hearing fee (£200.00) and the costs of the hearing bundle preparation (£247.50)).
- 49 Section 51(1)(c) of the Senior Courts Act 1981 provides that 'the costs of and incidental to all proceedings in ... the county court shall be in the discretion of the court'. The Civil Procedure Rules ('CPR') apply to all proceedings in the civil courts including the County Court. CPR 44 contains the general rules about costs. CPR 44.2(2) sets out the general rule that the unsuccessful party will be ordered to pay the costs of the successful party but the court may make a different order. CPR 44.3 governs the basis of assessment and distinguishes between assessment on the standard and the indemnity bases. In either case the court will not allow costs which have been unreasonably incurred or are unreasonable in amount (CPR 44.3(1)). On a standard basis assessment, by CPR 44.3(2) the court will only allow costs which are proportionate in amount and will resolve any doubt about whether costs were reasonably and proportionately incurred, or were reasonable and proportionate in amount, in favour of the paying party. On an indemnity basis assessment, the 'proportionality' test does not apply, and the court will resolve any doubt as to whether costs were reasonably incurred or were reasonable in amount in favour of the receiving party (CPR 44.3(3)). CPR 44.4 identifies the factors to be taken into account in deciding the amount of costs, and requires the court in all cases to have regard to all the circumstances. CPR 44.4(3) identifies particular matters to which the court will have regard in assessing costs on the two alternative



bases. These include (a) the conduct of all the parties, (b) the amount or value of any money or property involved, (c) the importance of the matter to all the parties, (d) the particular complexity of the matter or the difficulty or novelty of the questions raised, (e) the skill, effort, specialised knowledge and responsibility involved, and (f) the time spent on the case. CPR 44.5 deals with the amount of costs where they are payable under a contract and introduces a rebuttable presumption that they are presumed to have been reasonably incurred and are reasonable in amount, unless the contract expressly provides otherwise.

- 50 It is clear that the Applicant is the successful party in the present case.
- 51 The Applicant relies on paragraph 2(b) of the Third Schedule to the lease, by which the Respondent covenants –
- To pay to [the Applicant] on a full indemnity basis all costs and expenses incurred by [the Applicant] including solicitors fees, in enforcing the payment by [the Respondent] of any rent, service charge, maintenance adjustment, special contribution or other monies payable by [the Respondent] under the terms of this lease.
- 52 It is not disputed that that provision prima facie provides for the recovery on a full indemnity basis of the Applicant's litigation costs in the present case.
- 53 Applying the principles summarised in paragraph 49 above to the costs claimed in the present case, the Court makes the following determinations.
- 54 The Court allows the County Court fees (£510.00) and the Tribunal hearing fee (£200.00).
- 55 The Court disallows the costs of the hearing bundle preparation (£247.50), which were outsourced by J B Leitch Limited and which do not qualify as legal costs.
- 56 In relation to the claims for solicitor's fees, given the straightforward nature of the work involved and the absence of any complicating factors in the present case, the Court determines –
- (i) that the time billed for letters and telephone calls is excessive and unreasonable;
  - (ii) that the time billed for work done on documents is excessive and unreasonable;
  - (iii) that charges in excess of £180.00 per hour are unreasonable.
- 57 The Court allows £2,500.00 in respect of solicitors' costs (excluding VAT).
- 58 Further, given the straightforward nature of the work involved and the absence of any complicating factors in the present case, the Court determines that it was unnecessary to instruct Counsel. The presentation of the Applicant's case before the Tribunal was well within the competence of a solicitor. The Court therefore disallows the £1,200.00 claimed in respect of Counsel's costs but allows additional solicitors' costs of £500.00 (excluding VAT).
- 59 In summary, subject to paragraphs 60-64 below, the court allows costs of £710.00 in respect of court fees and tribunal hearing fees and £3,000 (excluding VAT) in respect of solicitors' costs – a total of £3,710.00 (excluding VAT).

### Paragraph 5A application

- 60 In anticipation of an award of costs against him, the Respondent made an application under paragraph 5A of Schedule 11 to the 2002 Act, which, so far as material, provides –
- (1) A tenant of a dwelling in England may apply to the relevant court or tribunal for an order reducing or extinguishing the tenant's liability to pay a particular administration charge in respect of litigation costs.
  - (2) The relevant court or tribunal may make whatever order on the application it considers to be just and equitable.
- 61 Although the determination of contractual costs is for the Court, the application under paragraph 5A is for determination by the Tribunal, since it relates to the Respondent's liability for costs incurred by the Applicant in connection with Tribunal proceedings.
- 62 The Respondent argued (i) that the Applicant had refused to engage with the Respondent in his attempts to settle the dispute without litigation; and (ii) that in consequence the Applicant incurred unnecessary additional costs.
- 63 The Tribunal is of the view that, given the Respondent's history of late payment, the Applicant had no option but to commence legal action and that such action involved unavoidable costs. However, the Court has already disallowed some of the costs claimed by J B Leitch Limited.
- 64 Exercising its discretion under paragraph 5A, and applying the statutory criteria of what is just and equitable, the Tribunal is of the view that no further reduction in the Respondent's liability in respect of the Applicant's litigation costs is appropriate.

### Summary on contractual costs

- 65 The Court allows costs as follows –
- (i) £710.00 in respect of County Court fees and the Tribunal hearing fee;
  - (ii) £3,000.00 (excluding VAT) in respect of litigation costs incurred by the Applicants in connection with proceedings before both the County Court and the Tribunal.

### **Section 20C application**

- 66 The Respondent also made an application under section 20C of the 1985 Act, which, so far as material, provides –
- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before ... the First-tier Tribunal ... are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- ...
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.
- 67 Although the determination of contractual costs is for the Court, the application under section 20C is for determination by the Tribunal, since it relates to the recovery through the service charge of costs incurred by the Applicant in connection with Tribunal proceedings.

- 68 The Respondent argued (i) that the Applicant had refused to engage with the Respondent in his attempts to settle the dispute without litigation; and (ii) that in consequence the Applicant incurred additional unnecessary costs.
- 69 In *Conway v Jam Factory Freehold Ltd* [2013] UKUT 0592 the Upper Tribunal underlined the importance of considering the overall financial consequences of any order. In the light of the decisions of the Court on the issues of contractual costs, the Tribunal is of the view that it would not be just and equitable if the Applicant sought to recover through the service charge costs that it failed to recover in its claim for contractual costs.
- 70 In order to give effect to that view, the Tribunal makes an order under section 20C that the costs incurred by the Applicant in connection with the present proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Respondent and the other leaseholders of apartments in the building.

## **Decision**

### Decisions of the Tribunal

- 71 The Respondent shall within 28 days pay to the Applicant the sum of £2,801.63 in respect of unpaid service charges as at 1 September 2016.
- 72 The Respondent shall within 28 days pay to the Applicant the sum of £366.00 in respect of unpaid administration charges.
- 73 The Tribunal makes no order under paragraph 5A of Schedule 11 to the 2002 Act.
- 74 The Tribunal makes an order under section 20C of the 1985 Act that the costs incurred by the Applicant in connection with the present proceedings shall not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the Respondent and the other leaseholders of apartments in the building.

### Decisions of the County Court

- 75 The Respondents shall within 28 days pay to the Applicant the sum of £3,710.00 (exclusive of VAT) in respect in respect of court fees, tribunal hearing fees and contractual costs.
- 76 The Order giving effect to this Decision, a copy of which is annexed to this Decision, has been sent to the County Court for sealing.

## **Appeal**

- 77 Different routes of appeal apply to decisions made by the First-tier Tribunal and by the Judge sitting as a County Court Judge.

### Appeal against the decisions of the First-tier Tribunal

- 78 If a party wishes to appeal the decision(s) made by the First-tier Tribunal, that appeal is to the Upper Tribunal (Lands Chamber). However, a party wishing to appeal must first make written application for permission to the First-tier Tribunal at the Regional office which has been dealing with the case.

- 79 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.
- 80 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(s) for not complying with the 28-day time limit. The Tribunal will then consider the reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- 81 The application for permission to appeal must state the grounds of appeal and state the result the party making the application is seeking.

Appeal against the decisions of the Judge sitting as a Judge of the County Court

- 82 If a party wishes to appeal the decision made by the Judge, that appeal must be made to the relevant Appeal Centre of the County Court. The party wishing to appeal must, not later than 21 days from the date of the decision being appealed against, either (i) make a written application for permission to appeal to the Judge at the Regional office of the First-tier Tribunal which has been dealing with the case or (ii) include an application for permission to appeal in any appeal application made directly to the County Court Appeal Centre.
- 83 In any event, regardless of whether an application has for permission to appeal has been made to the Judge at the First-tier Tribunal, any Appeal Notice must be lodged at the County Court Appeal Centre not later than 21 days from the date of the decision being appealed against.

1 May 2019

Professor Nigel P Gravells  
Deputy Regional Judge of the First-tier Tribunal