



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

**IN THE COUNTY COURT at
WILLESDEN, sitting at 10 Alfred
Place, London WC1E 7LR**

Tribunal reference : **LON/00BG/LSC/2021/0135**

Court claim number : **G8CW42H3**

HMCTS code : **V: CVPREMOTE**

Property : **Flat 1 Newton Court, 1 Axio Way,
London, E3 4QW**

Applicant/Claimant : **Grey GR Limited Partnership**

Representative : **Mr James Hamerton-Stove
(Counsel)**

Respondent/Defendant : **Ms Dea Paca**

Representative : **In Person**

Tribunal members : **Judge Robert Latham
Mr A. Fonka, MCIEH CEnvH MSc**

In the county court : **Judge Robert Latham**

Date of hearing : **29 July 2021**

Date of decision : **23 August 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has not been objected by the parties. The form of remote hearing was V: CVPREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The tribunal has had regard to the bundle of documents prepared by the Applicant for the hearing which totals 340 pages and to which reference is made in this decision.

Summary of the decisions by the Tribunal

1. Interim Service charges of £1,055.73 are payable in respect of the year 2019/20.
2. Administration fees of £303 are payable.

Summary of the decisions made by the Court

3. Ground rent of £750 is payable.
4. Interest is assessed in the sum of £152.98 on the total judgment debt of £2,108.73.
5. Contractual costs are assessed in the sum of £3,221.24.

The Proceedings

1. On 19 June 2020 (at p.1), the Applicant/Claimant issued proceedings in the County Court making the following claims: “In default of the lease terms, the Defendant has failed to pay the rent, service charges, administration charges interest and fees due under the lease currently £2,108.73”. The claim relates to Flat 1 Newton Court, 1 Axio Way, London, E3 4QW (“the Flat”). The Applicant further claimed interest at 8% pursuant to section 69 of the County Courts Act 1984.
2. On 3 July 2020 (at p.4-9), the Respondent/Defendant filed a Defence and Counterclaim. The Respondent admitted that a sum of £1,500 was payable. The Defence read:

“I have requested since October to pay up to £1500 for the service charge at the time it was £750 and now double. They refused instalment payments and increased the debt. I have the emails. I need to know where to send the correspondence. I have tried over and over again to resolve instalments. NB The last time the court never received my defence because of the format and therefore the by default they won claim of c.4900 for a years service charge (too high) instead of c.1500 they added fees and on October asked for more despite the instructions from the court. Now they are adding it to this.”

3. The Court subsequently struck out the Counterclaim as the Respondent failed to pay the appropriate fee. It is apparent that the reference in the Counterclaim to £4,900 was merely a reference to the sum paid by the Respondent's mortgagee on 2 September 2019.
4. On 9 August 2020 (at p.10-97), the Applicant filed a Reply exhibiting a number of documents, including the lease. No pre-action protocol letter was included. The attachments included two Statements of Account, dated 28 and 29 November 2019. The first (at p.74) related to the Service Charge Account. This showed an outstanding debt of £1,271.73, including administration charges of £252. The second (at p.75) related to the Rent Account and showed an outstanding debt of £837.00, including administration charges of £87.
5. On 11 September 2020 (p.109), the County Court Business Centre referred the case to the Willesden County Court, as they were unable to arrange for mediation. On 21 September (at p.111), DDJ Orger allocated the case to the small claims track and gave Directions setting the matter down for trial on 12 April 2021. On 24 March 2021 (at p. 217-271), the Applicant filed a witness statement from Chris Peters, the Director of Inspired Property Management ("IPM"), the managing agents.
6. On 30 March 2021, D.J. Griffiths made an order that "transfer to the First Tier Property Chamber Tribunal". He vacated the hearing which had been listed for 12 April.
7. On 13 May 2021, Judge Latham held a Case Management Hearing ("CMH") by telephone conferencing. Mr Edward Blakeney (Counsel) appeared for the Applicant, instructed by LJ Leitch. He was accompanied by Mr Peters. The Respondent appeared in person.
8. The Respondent's main concern has been that she did not understand what sums are owing. On 2 September 2019, Mortgage Servicing, her mortgagee, paid £4,914.39 which she understood had cleared her arrears. Despite this, the claim seems to include rent payable on 1 April 2016 and 2017, despite no demand having been made for this until 10 December 2018. The Applicant did not acquire the freehold interest until 9 November 2017.
9. The Tribunal identified that the following sums were claimed:
 - (i) Service Charges: £1,055.73, namely the two interim service charges of £783.39 payable for 2019/20. The Tribunal noted that the Respondent was not challenging the reasonableness of the sums demanded.
 - (ii) Ground Rent: £750 (payable on 1 April 2016, 2017 and 2019).
 - (iii) Administration Charges: £303 (£216 from the service charge account and £87 from the ground rent account).

(iv) Interest: £300.24 (and continuing). This was claimed at 8% pursuant to section 84 of the County Courts Act 1984.

(v) Costs claimed pursuant to the provisions of the lease.

10. The Respondent contended that she had paid the following sums:

(i) to JB Leitch Ltd: £250 (18.6.18); £600 (20.8.18); £150 (3.9.18); £200 (11.9.18); £500 (3.12.20) and £500 (8.1.21);

(ii) to Brunsfield Ltd: £737 (23.4.18); £250 (10.5.18).

11. The Tribunal noted that the claim is brought on the basis of the sums payable on 28 November 2019. Subsequent sums will have become payable since this date. There was no application to amend the claim.

12. The Procedural Judge noted that the costs sought by the Applicant were likely to be substantially in excess of the sums claimed. He granted the Respondent permission to rely on paragraph 5A, Schedule 11 of the Commonhold and Leasehold Reform Act 2002.

13. The Respondent provided photographs indicating that the ground to the side of her flat has dropped causing damage to her fencing. She also complained that the rubbish bins placed outside her flat had harboured an infestation of rats. The Procedural Judge noted that these matters had not been raised in the County Court proceedings. However, the Applicant agreed that the property manager would investigate these complaints.

14. The Procedural Judge noted that the case might be suitable for mediation. He noted that there would be no need to lawyers to attend. Mediation should enable agreement to be reached on the level of the outstanding arrears, even if the tenant's liability for costs and interest cannot be agreed. If so, any liability for costs and interest could be resolved on the papers. Neither party took up the invitation to mediate.

15. By 3 June, the Applicant was directed to email to the Respondent and the tribunal its Statement of Case setting out in detail the sums claimed in these proceedings, an explanation as to arrears in respect of which the mortgagee paid £4,914.39 on 2 September 2019, and all sums which have been paid by the Respondent in respect of the sums claimed. The Applicant Respondent was further directed to provide all documents upon which it seeks to rely including all relevant demands for payment and any pre-action letter. On 3 June, the Applicant served its Statement of Case (at p.132-208)

16. By 24 June, the Respondent was directed to email to the Applicant and the tribunal her Statement of Case in response setting out any sums that she disputes and any payments which she contends should be credited to her account. The Respondent was further directed to provide all documents upon which it seeks to rely including evidence of any payments which have not been credited to her account. On 24 June, the Respondent served her Statement of Case (at p.209-211).

17. The Applicant was permitted to serve a Reply. On 1 July, it served a Reply (at p.212-216).
18. On 4 July, the Respondent complained to the tribunal about the Reply which had been served by the Applicant. She stated that she had no legal experience and had been served in a manner which she did not understand or comprehend. On 5 July, the tribunal sent the Respondent a list of agencies from whom she could seek advice.
19. By 8 July, the Applicant was directed to email a Bundle of Documents to the Respondent and the tribunal. On 8 July, the Applicant emailed a Bundle to the Respondent and to the tribunal. There were two attachments: (i) a two-page Index; and (ii) a Bundle of 463 pages.
20. On 26 July, the Applicant served a Form N260 Statement of Costs (Summary Assessment) seeking costs in the sum of £8,198.10 + VAT of £1,495.62, a total of £9,693.72. Paragraph 15 of the Directions made provision for this and the Direction reflected the two clear day requirement specified by CPR 44 PD 9.5. In an email, dated 28 July, the Respondent described the sum demanded as “inhumane”.
21. On 28 July (at 16.14), the Applicant emailed the Respondent and the tribunal, a “condensed” Bundle of Documents. There were two attachments: (i) a two-page Index; and (ii) a Bundle reduced to 340 pages.

The Hearing

22. The Applicant was represented by Mr James Hamerton-Stove (Counsel) instructed by J.B. Leitch (Solicitors). He was accompanied by Ms Lucy Cartlidge, a para-legal. He adduced evidence from Mr Peters. Mr Peters stated that the items of repair which had been raised at the CMH had either been completed or were to be completed.
23. Ms Dea Paca, the Respondent, appeared in person. She gave evidence. Ms Dea Paca is from Kosovo. She had been living with her parents at Flat 19 Baird House and letting out the Flat at Flat 1 Newton Court which she had acquired in 2012. However, her tenant left in April and she is now living at the Flat.
24. Ms Dea Paca had been working in the financial services. However, as a result of the County Court Judgement which the Applicant obtained against her, she has had to give up this job and now works for a firm of estate agents. Covid-19 has had an adverse impact on her earnings and she is struggling financially. She has also provided a letter from Dr Huddy, her GP, dated 12 May 2021, which confirms that she has suffered from anxiety disorder. She has suffered a significant loss of weight and her BMI is now at the bottom of the range. She also referred to a car accident in July 2016 which had had long term effects on her health.
25. Ms Dea Paca stated that she did not have access to the condensed Bundle of Documents. The Tribunal therefore resorted to the presentation tool to

ensure that all parties had sight of the relevant documents. It was apparent that Ms Dea Paca's main concern was that she did not understand the basis of the claim against her. She did not challenge any of the items in the service charge accounts for 2019/20. She did not suggest that the Applicant had failed to credit any sum to her account. When the basis of the claim was explained to her, the sole issue seemed to be that the Applicant would not permit her to pay by instalments. However, it took a considerable time to ascertain from the Applicant the substance of the claim and for the Tribunal to explain this to Ms Dea Paca. The hearing started at 10.00 and was completed at 15.00.

26. This modest claim for arrears of rent and service charges of £2,108.73 is dwarfed by the claim of costs in the sum of £9,693.72.

The Issues to be Determined

27. These proceedings are being administered by the Tribunal under the Deployment Pilot Scheme. Judge Latham will deal with all the issues in the case, including ground rent, interest and costs, at the same time as the Tribunal decides the payability of the service and administration charges. Judge Latham (sitting alone as a District Judge of the County Court) will make all necessary County Court orders.

28. The following issues fall to be determined:

(i) Service Charges claimed in the sum of £1,055.73, namely the interim and final service charges of £783.39 payable for 2019/20. This is a matter for the Tribunal.

(ii) Ground Rent claimed in the sum of £750 (namely £250 payable on 1 April 2016, 2017 and 2019). This is a matter for DJ Latham.

(iii) Administration Charges claimed in the sum of £303 (£216 from the service charge account and £87 from the ground rent account).

(iv) Interest is now claimed at 4.1% pursuant to the terms of the lease. This is a matter for DJ Latham.

(v) Costs in the sum of £9,693.72 claimed pursuant to the provisions of the lease. This is a matter for DJ Latham.

The Lease

29. The Respondent's lease (at p.19-65) is dated 7 December 2012 and is for a term of 125 years from 25 March 2012. The Flat has one bedroom. The Respondent paid a premium of £125k. There are three parties to the lease:

(i) The Landlord: Luminus Developments Limited. On 9 November 2017, the Applicant acquired the freehold/landlord interest and on 10 January 2018 registered its interest (see p.68).

(ii) The Tenant: The Respondent. Ms Dea Paca was the first tenant in this newly constructed block.

(iii) The Management Company: Axio Co Management Limited. In about 2017, the Landlord exercised its right under Clause 9.2 to assume the responsibilities of the Management Company as it was failing to perform its obligations. On 18 December 2018, the Company was dissolved.

30. The Applicant has referred us to the following terms of the lease:

(i) The Tenant covenants to pay a rent of £250 pa in advance for each year ending 31 December (Clause 6.1.1). In practice, the Landlord has demanded rent for the financial year 1 April to 31 March.

(ii) the Tenant covenants to pay a service charge as “additional rent” (Clause 6.1.2).

(iii) Interest is payable on sums due, but unpaid for more than 28 days (Clause 6.1.3).

(iv) “Interest” is defined as “4% above Base Rate of Lloyds Bank PLC from time to time or such other bank as the Landlord may nominate in writing” (Clause 4.3.11).

(v) The service charge provisions are set out in the Fourth Schedule.

(vi) The management services are specified in the Fifth Schedule.

31. By Clause 8.10.1, the Tenant covenants “to pay on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors and surveyors) reasonably and properly incurred by the Landlord in relation to or incidental to: 8.10.1.1 the preparation and service of a notice under the Law of Property Act 1925 Sections 146 or 147 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;... 8.10.1.3 any breach of covenant or the recovery of arrears of Rents due from the Tenant”.

32. By Clause 8.11, the Tenant covenants “to indemnify and keep the Landlord fully and effectively indemnified against all damage damages losses costs expenses actions demands claims proceedings and liabilities arising directly or indirectly out of: 8.11.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matter to which this demise is subject”.

The Background

33. On 8 August 2019 (at p.173), the Applicant obtained a money judgment against the Respondent (Claim No. F44YX650) in the sum of £4,914.39, namely £4,607.39 “for debt (and interest to judgment)” and costs of £307.00. On 2 September 2019, Mortgage Servicing, the Respondent’s mortgagee, paid the Applicant £4,919.39 in satisfaction of this judgment

debt. The Applicant has not provided a copy of the Claim Form. Ms Dea Paca's complaint is that she does not know what this claim covered and how this relates to the current claim. The problem is aggravated by the fact that at this time, the managing agents were Brunsfield. On 1 September 2018, they were replaced by ILP.

34. At [59] of their Statement of Case, the Applicant seeks to explain what this judgment debt covered:

(i) Reference is made to a Statement of Account, dated 6 April 2018, at p.171. This totalled £3,303.91, but the Respondent was given credit for a payment of £250 which reduces the debt to £3053.91.

(ii) The Applicant then seeks to set out a slightly different summary of the account which is based on a statement which was provided to the Respondent on 13 August 2019 (at p.175-6). This includes the second interim service charge for 2018/9 of £713.50 which was demanded on 1 October 2018. It omits the first interim service charge of £737 which had been demanded on 5 April 2018. This includes an administration fee of £36. This account totals £3,066.26.

(iii) The Applicant asserts at [60], that to the principal service charge and administration debt of £3,066.26, there needs to be added legal costs in the sum of £1,188 and interest of £455.13. This totals £4,707.39.

(iv) The email dated 13 August 2019 (at p.175), describes the judgement debt in somewhat different terms: to the service charge arrears of £3,066.26, interest of £381.01, costs of £1,086, court fee of £205 and legal representation costs on issue of £80. This totals £4,818.27.

None of these accounts provide an accurate description of how the judgment debt of £4,914.39 was computed.

35. On 5 December 2019 (at p.272), J B Leitch sent a pre-action letter in respect of the current claim. The letter states: "Despite formal requests, you have failed to voluntarily pay service charges, ground rents and fees due, totalling £2,108.73. You are in breach of the terms of your lease". There is no breakdown of the sums demanded. Legal fees are claimed in the sum of £396. Payment of £2,504.73 was required within 7 days.

36. On 6 December (at p.180), Ms Dea Paca responded disputing the sum that was claimed and referred to the payment which had been made by her mortgagee. On 9 December (at p.179), the Solicitor sent her an up-to-date Statement of Account. On 2 January 2020 (at p.189), the Solicitor explained that £3,521.39 had been paid to ILP on 10 September 2019. On 5 February (at p.199), the Solicitor sought to provide a fuller explanation. On 19 June 2020, the current proceedings were issued.

Issue 1 – Service Charges (decision of the Tribunal)

37. The Service Charge Account upon which claim is based is dated 29 November 2019 (at p.74). The account has been prepared by IPM who took over the management of the estate on 1 September 2018. It is difficult to reconcile these accounts with those maintained by Brunfield, whether those dated 6 April 2018 (at p.171) or those dated 5 December 2018 (at p.226).
38. At the CMH, the Applicant confirmed that it was claiming Service Charges of £1,055.73, namely the two interim service charges of £783.39 payable for 2019/20. These were demanded on 17 April 2019 (at p.240) and on 4 September 2019 (at p.238). Each was accompanied by the requisite Summary of Rights and Obligations. The Tribunal is satisfied that these sums are payable and that they were not claimed in the previous proceedings.
39. The last sum claimed in Claim No. F44YX650 was the first interim service charge of £737 for 2018/9 which was debited on 5 April 2018. The Respondent paid £737 on 23 April 2018 and £250 on 10 May 2018. Both were credited to the service charge account, albeit that the second payment may have been paid in respect of rent. On 5 December 2018 (at p.226), the Brunswick Account recorded that the Respondent owed £2,316.91.
40. It seems that a second interim charge of £713.35 was demanded on 12 October 2018. However, this does not appear in either of the Brunfield Statements of Account.
41. It is to be noted that the Applicant is only claiming £1,055.73, rather than the total of £1,567 which was demanded. This seems to reflect accounting differences when IPM took over the management of the block. The IPM Statement of Account (at p.74) includes a number of adjustments in the Brunfield transfer. However, the figure of £2,316.91 does not appear anywhere in the account. On 10 September 2019, the sum of £3,521.39 was credited to the account Accounts from the payment made by the mortgage. This was more than sufficient to extinguish the “Brunfield” debt and part was a credit against the first instalment of the 2019/20 service charge.

Issue 2 – Ground Rent (decision DJ Latham)

42. At the CMH, the Applicant confirmed that it is claiming ground rent claimed in the sum of £750, namely the ground rent of £250 which was payable on 1 April 2016, 2017 and 2019. The Ground Rent Account is at p.75. On 26 June 2018, the Respondent paid £250 which explains why no ground rent is claimed for 2018.
43. On 10 December 2018, the Applicant demanded the ground rent for 2016/7 (at p.228) and for 2017/8 (at p.230). Payment was required on 9 March 2019. On 5 March 2019 (at p.232), the Applicant demanded rent for 2019/2020 which was to be paid on 4 April 2019. The demands were accompanied by the requisite statutory information. It is to be noted that

the Applicant is claiming rent for periods before it was registered with the freehold title. However, the liability to pay rent runs with the land and Applicant is entitled to pursue the claim.

44. DJ Latham is satisfied that these sums are payable. However, it is surprising that these sums should not have been demanded until December 2018. The Respondent did not seek to argue that these should have been included in the earlier claim. It is apparent that they were not.

Issue 3 – Administration Charges (decision of the Tribunal)

45. At the CMH, the Applicant clarified that it is claiming administration charges claimed in the sum of £303, namely £216 from the service charge account and £87 from the ground rent account:

(i) On 18 October 2019 (p.242), the Applicant charged an administration fee of £36 for non-payment of the service charge. On 29 November 2019 (at p.244), the Applicant demanded a further solicitor referral fee of £180.

(ii) On 28 November 2019 (at p.234), the Applicant demanded payment of an administration charge of £87, including a land registration fee of £12, for non-payment of the ground rent.

46. All these demands were accompanied by the requisite Summary of Rights and Obligations. The Respondent had failed to pay the sums demanded which were payable. The Tribunal is satisfied that these administration charges are payable and reasonable.

Issue 4 – Interest (decision of DJ Latham)

47. The landlord now claims interest at the 4% above the Base Rate of Lloyds Bank PLC as specified by Clause 4.3.11 of the lease. The Lloyds rate is currently 0.1%. Interest is therefore claimed at 4.1%. The Applicants compute interest on the sums claimed of £2,108.73 at £116.50 as at 24 March 2021. Thereafter, it accrues at 24p per day. DJ Latham computes the interest payable at the date of the judgment to be: £152.98, namely an additional 152 days at 24p per day.

Issue 5 – Costs (decision DJ Latham)

48. The Applicant has served a Form N260 Statement of Costs (Summary Assessment) claiming costs in the sum of £9,693.72. The majority of the work has been carried by a Grade B Solicitor at a rate of £192 and various Grade D paralegals/trainees at a rate of £118 per hour. The following costs are claimed:

Solicitors' costs	£6,078.10
Counsel's fees	£1,400
Court Fees	£720

VAT on solicitors' and counsel's fees	£1,495.52
Grand total	£9,693.72

49. Clauses 8.10.1 and 8.11 give the Applicant a contractual right to its costs. I must now assess these having regard to CRR 44.5 which provides:

“(1) Subject to paragraphs (2) and (3), where the court assesses (whether by summary or detailed assessment) costs which are payable by the paying party to the receiving party under the terms of a contract, the costs payable under those terms are, unless the contract expressly provides otherwise, to be presumed to be costs which—

- (a) have been reasonably incurred; and
- (b) are reasonable in amount,

and the court will assess them accordingly.

(2) The presumptions in paragraph (1) are rebuttable. Practice Direction 44—General rules about costs sets out circumstances where the court may order otherwise.

(3) Paragraph (1) does not apply where the contract is between a solicitor and client.”

50. In *Chaplain Ltd v Kumari* [2015] EWCA Civ 798; [2015] HLR 36, the Court of Appeal provided useful guidance. An order for the payment of costs by one party to another is always a discretion under section 51 of the Senior Courts Act 1981. However, where there is a contractual right to the costs, the discretion should ordinarily be exercised so as to reflect the contractual right.

51. The Applicant has succeeded in its claim. However, Ms Dea Paca has satisfied Judge Latham that the costs claimed are manifestly unreasonable. This is a modest claim for arrear which total £2,108.73. The sole issue in dispute has been a matter of accounting, namely whether the Respondent has been properly credited with the sums paid by her mortgagee. This is a matter which should have been resolved by the managing agents without the involvement of lawyers, had the basis of the claim had been explained to the Respondent in simple terms.

52. Once lawyers were involved, the basis of the claim should have been more clearly explained both in the pre-action letter, dated 5 December 2019 (at p.272) and in the Claim Form (at p.1). The basis of the claim only became apparent at the CMH. An examination of the various Statements of Account has confused, rather than clarified the nature of the sums claimed. The transfer of the accounts between Brunsfield and IPM was far from satisfactory. Even in their Statement of Case (at p.147), the Applicant failed

to provide an adequate explanation of the basis of the earlier claim and how sum paid by the Respondent's mortgagee had been apportioned to the Respondent's account. This modest claim should not have generated a bundle totalling 463 pages. The County Court allocated this to the small claims track. Having regard to all these factors, Judge Latham assesses costs in the sum of £3,231.24 (including VAT), a reduction of 67%.

Conclusions

53. The Tribunal has made the following findings:

1. Interim Service charges of £1,055.73 are payable in respect of the year 2019/20.
2. Administration fees of £303 are payable.

54. DJ Latham has made the following findings:

3. Ground rent of £750 is payable.
4. Interest is assessed in the sum of £152.98 on the judgment debt of £2,108.73.
5. Contractual costs are assessed in the sum of £3,231.24.

55. The total judgment debt is for £2,261.71, in respect of service charges, ground rent and interest to the date of judgment. In addition, costs of £3,231.24 are payable. Attached to this determination is an Order which will be submitted to the County Court sitting at Willesden to be entered in the court's records. All payments are to be made by 27 September 2021.

56. Ms Dea Paca complained that the Applicant had not permitted her to pay by instalments. The lease specifies the dates on which the Tenant is required to make the contractual rent and service charges. A Tenant must comply with the terms of the Lease that she has accepted. Any concession to accept payments by instalments, is purely a matter for the discretion of the landlord.

57. Ms Dea Paca must also recognise that this determination only relates to the rent and service charges claimed in these proceedings. Further sums will have become payable since these proceedings have been issues. This claim relates to the interim service charges for 2019/20 and the ground rent for 2016, 2017 and 2019. There is a risk that the Applicant will seek to forfeit her lease if she does not pay the additional sums that have become due.

Judge Robert Latham
23 August 2021

ANNEX - RIGHTS OF APPEAL

Appealing against the tribunal's decisions

1. A written application for permission must be made to the First-tier Tribunal at the Regional tribunal office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional Tribunal office within 28 days after the date this decision is sent to the parties.
3. 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.
4. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers
5. Any application to stay the effect of the decision must be made at the same time as the application for permission to appeal.

Appealing against the County Court decision

1. A written application for permission must be made to the court at the Regional Tribunal office which has been dealing with the case.
2. The date that the judgment is sent to the parties is the hand-down date.
3. From the date when the judgment is sent to the parties (the hand-down date), the consideration of any application for permission to appeal is hereby adjourned for 28 days.
4. The application for permission to appeal must arrive at the Regional Tribunal office within 28 days after the date this decision is sent to the parties.
5. The application for permission to appeal must state the grounds of appeal, and state the result the party making the application is seeking. All applications for permission to appeal will be considered on the papers.
6. If an application is made for permission to appeal and that application is refused, and a party wants to pursue an appeal, then the time to do so will be extended and that party must file an Appellant's Notice at the appropriate County Court (not Tribunal) office within 14 days after the date the refusal of permission decision is sent to the parties.

7. Any application to stay the effect of the order must be made at the same time as the application for permission to appeal.

Appealing against the decisions of the tribunal and the County Court

In this case, both the above routes should be followed.