S26

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**CHI/29UN/LBC/2013/0021**
Property	:	**Flat 1, 20 Northdown Road, Margate, Kent CT9 2RW**
Applicant	:	**David Thornelow**
Representative	:	**In person**
Respondent	:	**Deborah Marina Wall**
Representative	:	**In person**
Type of Application	:	**Application for an order that a breach of covenant or a condition of lease has occurred under Commonhold and Leasehold Reform Act 2002**
Tribunal Members	:	**Judge M Loveday (Chairman)** **R Athow FRICS MIRPM** **P Gammon MBE BA**
Date and venue of Hearing	:	**22 July 2013** **Canterbury Christchurch University, Northwood Road, Broadstairs, Kent CT10 2WA**
Date of Decision	:	**1 August 2013**

DECISION

INTRODUCTION

1. This is an application under Commonhold & Leasehold Reform Act 2002 s.168 for a determination that a breach of a covenant or a condition in the lease has occurred. The application relates to Flat 1, 20 Northdown Road, Margate, Kent CT9 2RW. The applicant is the freehold owner of the property. The respondent is the lessee.

2. The application is dated 3 April 2013. On 10 April 2013, the Tribunal directed that the matter should be listed for hearing on the same date

as the hearing of a linked application by the lessee for a determination of liability to pay service charges under Landlord and Tenant Act 1985 s.27A (CHI/29UN/LSC/2013/0033).

3. Both parties submitted Statements of Case and supporting documents and the matters were listed for hearing on 22 July 2013. On that date, the Tribunal carried out an accompanied inspection of the flat and the building. The hearing of the present matter then took place immediately on the conclusion of the service charges application. The parties both appeared in person and gave oral evidence at the hearing.

THE LEASE

4. By a lease dated 20 August 2009, the flat was demised by Melltree Properties Ltd to the Respondent for a term of 125 years from 29 September 2008. The material covenant on the part of the lessee appears at paragraphs 9 and 13(e) of the Sixth Schedule:

> "9. The Lessee shall not do or permit or suffer to be done in or upon the Premises anything which may be or become a nuisance or annoyance or cause danger or inconvenience to the Lessor or to the owners or occupiers of the other Flats or whereby any insurance for the time being effected on the Property or any part thereof (including the Premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority"
>
> "13(e) Not to use the Premises other than as a self contained flat in one family occupation only"

The word "Premises" in each case is defined by the Third Schedule as meaning Flat 1.

5. The Commonhold and Leasehold Reform Act 2002 restricts forfeiture of residential leases as follows:

> "**168. No forfeiture notice before determination of breach**
> 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 (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 a leasehold valuation tribunal for a determination that a breach of a covenant or condition in the lease has occurred."

INSPECTION

6. A explained above, the Tribunal inspected the flat and the building before the hearing. The inspection took place on an exceptionally warm and dry day, and there was little wind.

7. 20 Northdown Road is a mid-terrace building c.1900 on three floors and basement located on a major bus route in central Margate. The property is of brick construction under a complex part pitched and part flat roof. The building itself is an irregular shape (roughly triangular) with a courtyard to the rear giving access to a narrow alleyway. The windows are uPVC double glazed units throughout.

8. Internally, the property has been converted into two flats. The street door gives access to a small lobby with two doors. The left hand door gives access to a maisonette on first, second and third floors (plus rear additions). The right hand door gives access to the subject premises, which comprise a flat on ground floor and basement. The door referred to above gives access to a small living room with a single uPVC sash window (which appeared not to have been opened for some time). There are two steps down from the living room to a short stretch of hallway. Off this hallway is a narrow kitchen (with a shower room to one side and a door to the rear courtyard referred to above). From the hallway, steep steps lead down to the bedroom. The basement has no natural ventilation, instead having a ceiling mounted artificial air ventilator. The whole flat was very small and extremely cluttered, without any signs observed of seating or work surfaces. In the basement on a shelf were two steel boxes, the larger of which was approx. 12" x 8" x 8". The basement bedroom smelt powerfully of aromatic oils, and there was a pronounced (but less strong) smell of oils in the living room. At the time of inspection, the door from Flat 1 to the hallway was mainly kept closed, but work was taking place in the upper flat. As a result of the constrained space in the hallway, the door to the upper flat was kept open throughout the inspection (approx. 20-30

minutes) and for most of the inspection the street door was also kept open. However, the Tribunal could not smell any oil in the hallway, in the street or in the upper flat.

SCHEDULE 6, PARAGRAPH 13(e)

9. The Applicant's case. The Applicant relied on a Statement of Case (received by the Tribunal on 14 June 2013) and documents downloaded from the internet. He supplemented this with oral submissions at the hearing.

10. The Applicant submitted that the Respondent was in breach of paragraph 13(e) of the Sixth Schedule to the lease. He relied on a number of documents as follows:
    a. A printout of a Facebook page for a business called "Hope & Glory". This categorised the business as "Spas/Beauty/Personal Care" and gave an address as "Northdown Road, CT9 2RW". The pages had a number of posts advertising the sale and preparation of fragrances, oils, moisturisers, scents, essential oils, burning oils and aphrodisiac fragrances. The posts were dated between 14 March 2012 and 18 April 2013.
    b. A printout of a Yell.com online business directory for "Hope & Glory" selling "Fragrances and skin-care products made to your personal needs ... Also numerous health products". The page gave an address at "29 Northdown Rd" and stated that the "Opening hours" for Monday to Saturday were "09:00" to "17:30". The page included a map showing the property.
    c. A printout of another Facebook page stating that the business of Hope & Glory was located at "Northdown Rd" and that it had been "started" on 14 February 2010. This also gave opening hours for Monday to Saturday of "10:00" to "17:00".
    d. A photocopy of a document with a Hope & Glory logo advertising services such as "Specialist Perfumer", "Specialist Health Products" and "Narcotics To Calm You Down When Stressed".
    e. A printout of pages from the website Hopeandglory.biz. This stated that the proprietor was "Deborah Wall". The pages referred to therapies such as aromatherapy, dietary advice, Swedish massage and psychic guidance. The site included price lists for essential oils "Absolutes" and "Carrier Oils". A "Mission Statement" on the site suggested that "for a more complex fragrance, several visits to Hope & Glory will be necessary, as you are integral to the process of creating your own fragrance."

11. The Applicant submitted that the above documents showed that the Respondent was (i) carrying on a business at the premises (ii) supplying other local businesses (iii) offering other services such as aromatherapy, dietary advice, massage etc. The documents suggested that clients attended the premises for these services. This was using the premises "other than as a self contained flat". Since there were clearly

direct payments received for products and services provided, the running of this business from the premises was not merely "ancillary or subordinate" to the use of the premises as a residence. Moreover, the Applicant submitted that the carrying on of this particular kind of business from the premises was in any event a breach of the covenant.

12. The Respondent's case. The Respondent relied on a Statement of Case dated 1 May 2013. She did not admit any breach of paragraph 13(e) of the Sixth Schedule to the lease. She had always used the "Premises ... as a self contained flat in one family occupation only". The lease did not prohibit business use and no alterations had been made to the flat. No clients were received at the Respondent's home and no sales were carried out at home. As to the web pages, these did not confirm that the Respondent accepted paying clients. She had previously had retail premises (at 28-30 Hawley Street, Margate), which were open to customers, but gave those premises up in March 2011. The relevant web pages had not been updated since that time. In fact, the Respondent's clients bought products at the point of delivery or she visited them at their homes. They might ring from time to time to order products, but the customers did not pay for them in advance. The Respondent did not pay business rates or even a mixture of business/residential rates for any part of the premises. She relied on a previous decision of ***W Redmile & Sons Ltd v Butts and others*** (2011) MAN/00CF/LBC/2011/0002 relating to breach of a covenant "not to use ... for any trade or business purpose whatsoever ..." at para 25. In that matter, the Tribunal considered that even if a property was being used for business purposes, "the degree of business use is not such that it has become anything other than ancillary or subordinate to the residential use." The Respondent accepted she was using the premises for business, but this was a minor element. The premises were still being used as a flat in single family occupation.

13. The Tribunal's decision. On the facts, the Tribunal accepts the evidence of R as to the degree of business use of the flat. The Applicant's evidence solely consisted of the internet documents mentioned above. Despite having been at building on a fairly regular basis, he did not suggest he had personal experience of the Respondent's clients going to the flat. The Applicant had an explanation for the web pages, and these did not in any event confirm how often clients may have visited the premises. Moreover, on inspection it was clear that the flat was very small and that there were no obvious facilities for receiving clients (or indeed any evidence that clients had visited). However, the Tribunal does accept that some business use takes place at the flat. In her oral evidence (below) the Respondent accepted that she mixed oils in the basement and kitchen and that she had previously done so in the living room. Moreover, there was some storage of oils in the metal boxes in the basement.

14. The Tribunal does not find that this amounts to breach of paragraph 13(e) of the Sixth Schedule to the lease. The first reason for this is that

on a proper construction of this provision, the lease deals only with the physical configuration of the "flat", not a covenant against carrying on a business. The words are "use as a self contained flat". The qualification of paragraph 13(e), namely that the premises must be used "in one family occupation only", would ordinarily prevent entirely business use, but again these words can be satisfied by single occupation by a family. Provided the premises can be said to be configured as a flat (which they can) and that they are occupied by a single family unit (which they are) the covenant is not broken. The terminology used in this provision may be contrasted with the usual wording of a covenant preventing business use of the property – such as the one in the ***Redmile*** case referred to above. As the respondent points out, there is no prohibition on "business" use anywhere in the lease.

15. Secondly, even if the covenant can be construed as a covenant not to carry on a business, such a covenant is not broken by ancillary or subsidiary commercial use of a residential property: ***Florent v Horez*** (1984) P&CR 166 (a case referred to in ***Redmile*** at paragraph 25). Whether such business use exceeds what is ancillary or subsidiary is a matter of degree. In this case, the Tribunal finds that the business use is minimal. The Respondent plainly sleeps and eats at the flat and uses all the rooms for residential purposes. By contrast, we find that she does not receive customers there, advertise, has not altered the premises for business purposes and is not registered for business rates etc. The business use at the premises is limited to mixing oils on an occasional basis, storage of a very small amount of such oils – and no doubt the administration of the business itself. These are in the Tribunal's view plainly ancillary or subsidiary to use of the premises as a flat in single family occupation.

SCHEDULE 6, PARAGRAPH 13(a)

16. The Applicant's case. The Applicant relied on a Statement of Case, on the above documents downloaded from the internet, and gave oral evidence and made submissions at the hearing. In essence, he contended that the Respondent (i) caused a nuisance or annoyance to the owners or occupiers of the other Flats and (ii) did something whereby the rate of the insurance premium may be increased.

17. The Applicant contended that the tenants of the upper flat complained to him "on numerous occasions regarding he smell emanating from the downstairs flat to". The smell was said to be around the door, but sometimes enough to be smelt throughout the whole flat. The Applicant accepted that there were no emails or letters to confirm these complaints. The Applicant also relied on the documents, which plainly showed that aromatic products were kept at the premises. He particularly objected to the suggestion in the document referred to above the advertising of "narcotics" in the premises. The Applicant said that as landlord he was not happy about that.

18. As to insurance, the Applicant stated that the premium would increase because of the visitors to the premises. He accepted that he had nothing

from the insurer other than the letter from the insurance company referred to below. He suggested that the insurer had been provided with incomplete and inaccurate information. In particular, the insurer had not been told about the mixing and blending of oils that took place on the premises. The insurer had been told that trading took place outside the premises.

19. The Applicant gave evidence of his own experience, and was cross-examined by the Respondent. He had been working on the upper flat for several weeks from early September 2011. There was strong smell in the lobby and the stairs leading to the upper flat. particularly after he opened the door to the upper flat. It was not a constant smell, but appeared to occur only when oils were being mixed. The Applicant described the smell as a "Body Shop" kind of aroma, very intense and "pungent".

20. In cross–examination, the Applicant stated that this had occurred on perhaps half a dozen occasions while he was working there – sometimes on each day he visited. It was particularly in the lobby area. It was not unpleasant in itself, but the intensity of the smell made it unpleasant and a nuisance. The Applicant accepted that the tenants of the upper flat had not complained – he explained that they were only there for a short period. It was put that this was not a nuisance. However, the Applicant stated that he had a responsibility to his tenants. He accepted that he had previously alleged that someone in the downstairs flat was smoking dope, but he had been told that this was slanderous. In answers to the Tribunal, the Applicant stated that he was relying on perhaps 6-12 incidents in 2011. Since then he had visited the property 6-12 times. He has experienced smells on the first two occasions, but not recently. He could not comment on the steel boxes of oils.

21. The Respondent's case. The Respondent strongly refuted that her business constituted any nuisance. She had written to the underwriters for the building insurance (letter 16 April 2013). Insurance Tailors had replied (23 April 2013) that "with regards to the essential oils you use in your work the insurers have confirmed that provided they are stored correctly, away from switch gear heating and sources of ignition then it will have no impact on the insurance policy". The suggestion that the smell was "pungent" was purely subjective. No-one had complained about the smell to her or about customers coming to the flat. As to the "narcotics" document, this had been prepared by Mr David Brown on her behalf and had never been printed. It was not accessible to the public.

22. In evidence, the Respondent accepted that any smell came from the essential oils. It may have been noticeable at some point, but she had changed her working practices. She did not believe that the smell had ever been a nuisance, but for several months she had been storing the oils in the larger of the steel boxes in the basement. This complied with the suggestions by Insurance Tailors. She described her business as

involving the mixing of oil which was supplied in small bottles of concentrate. These were then poured into a larger bottle using pipettes and measuring equipment. The larger bottles contained a base oil and/or alcohol. The mix was then shaken and stopper applied. The bottles were then left to settle. She used to do this on the living room floor and the kitchen, but the living room window could not be opened. As a result, the process now usually took place in the kitchen or bedroom. Historically, there was no stronger smell than could be sensed at the inspection. When cross-examined, it was put that the smell frequently exceeded what was smelt at the inspection, but the Respondent considered that some people found it difficult to detect the smell.

23. The Tribunal's decision. The Tribunal considered that in giving evidence to the Tribunal, both witnesses were patently attempting to be truthful, and indeed little of their respective evidence was challenged. The Tribunal accepts that in September 2011, when the works to the upper flat were proceeding, it was most likely that there was a smell (likely to be aromatic oils) on occasions in the lobby. The source of that smell was patently from Flat 1. The Tribunal also accepts that when the door to the upper flat was opened, that smell could also be sensed in the stairs to the upper flat. Whether the source of the smell was the mixing of the essential oils described by the Respondent, or some residual smells that remained after the mixing process, we cannot say. This is consistent with the respondent's evidence that she was at that stage mixing oils in the living room and the lack of natural ventilation in the living room through the sealed uPVC window unit. In short, the smell had nowhere else to go than into the lobby.

24. The Tribunal also accepts that for over a year, the oils have not been smelt outside the flat. We accept the Respondent's evidence that she moved the mixing process to the basement, which is further from the front door. There are a number of corroborative facts. First, we note that there is a sealed ventilation system in the basement, which would not produce smells outside the flat, but would absorb some of the mixing process. Secondly, although there was a definite smell in the basement, the size of the storage box does not suggest that this mixing process is now on any particularly large scale. Thirdly, even though it was possible to smell oils or similar in the living room when the Tribunal inspected (a location where mixing does not apparently take place for some time), that smell could not be sensed in the lobby when the door to the flat was opened. This suggests that smells do not readily transmit into the common parts. Fourthly, there is no evidence of written complaints by the tenants of the upper flats, or indeed complaints by the Applicant to the Respondent.

25. The question of nuisance is in all cases a matter of fact and degree. The mere fact that a smell is a pleasant one (such as aromatic oils) does not mean that it is not capable of amounts to a nuisance. As the Applicant suggested, it may be that the intensity of the smell alone amounts to a nuisance. However, the Tribunal concludes from the above that (i) the

aromatic oils in Flat 1 have not caused any smell in the common parts or upper flat for a period of at least a year (since the Respondent moved her process to the basement, and after the Applicant ceased to smell anything on his visits) and that (ii) prior to early 2012, the oils caused no nuisance or annoyance to the occupiers of the upper flat. The Tribunal concludes that the oils could only be sensed in the Upper Flat when the door to the flat was left open and (iii) prior to early 2012; the oils caused no nuisance or annoyance to users of the lobby. The Tribunal concludes that the oils could only be sensed in the lobby when on infrequent occasions when the oils were being mixed, and that this was not frequent enough to amount to a nuisance or annoyance under the covenant.

26. As far as insurance is concerned, there is very little evidence on the point. No copy of the policy has been produced, and no evidence has been produced to suggest that the premiums have increased (or that they would increase) as a result of the user complained of. Indeed, the only evidence on this point is the letter from the underwriters dated 23 April 2013. Despite the criticisms of the letter (and the information provided by the Respondent which led to the letter), it is the only evidence that there is on the insurance point.

27. The Tribunal therefore concludes that the Respondent has not permitted or suffered to be done in Flat 1 anything (i) which may be or become a nuisance or annoyance to the Lessor or to the owners or occupiers of the other Flat in the building and (ii) whereby the rate of premium for the insurance for the Property may be increased.

APPLICATION FOR COSTS

28. At the hearing, the Respondent made an oral application for a costs order rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. Rule 13 (which has only been in force since 1 July 2013) provides as follows:

> **"Orders for costs, reimbursement of fees and interest on costs**
> 13.—(1) The Tribunal may make an order in respect of costs only—
> (a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;
> (b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—
> (i) ...
> (ii) a residential property case, or
> (iii) ...
> (c) ...
> ...
> (3) The Tribunal may make an order under this rule on an application or on its own initiative.
> (4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and
(b) ...
(5) ....
(6) The Tribunal may not make an order for costs against a person (the "paying person") without first giving that person an opportunity to make representations.
(7) The amount of costs to be paid under an order under this rule may be determined by—
(a) summary assessment by the Tribunal;
(b) ...
(8) ...

29. Paragraph 4 of the directions given by the Tribunal on 10 April 2013 stated that "if the Applicant wishes to reply to the Statement of the Respondent, he shall do so in writing no later than 28th May 2013". Paragraph 7 stated that the Applicant must also:
"... prepare a bundle of documents to include the lease, the above documents and any other relevant documents. The bundle shall be prepared in chronological order and every page shall be consecutively numbered".
Paragraph 8 required this to be served on the Respondent and on the Tribunal by 18 June 2013.

30. The Applicant's arguments. The Respondent contended that the Applicant acted "unreasonably" in connection with his Statement of Case and the preparation of the hearing bundle. The Respondent served her Statement of Case on 1 May 2013. The Applicant did not serve any Reply before 28 May 2013 in accordance with paragraph 4 of the directions. It was not until 14 June 2013 that the Applicant served a Reply, which was included in the hearing bundle itself. Moreover, the hearing bundle included only the Statement of Case with supporting documents and a copy of the lease. It did not include any of the Respondent's documents – which were some of the "above documents" referred to in paragraph 7 of the directions. The above conduct caused problems, because the Respondent had to prepare her own separate bundles for the Tribunal and the Applicant. The Respondent sought a summary assessment of her costs in the sum of £200, based on her hourly rate charged for clients of £45 per hour. This also covered postage, printing and paper.

31. The Respondent's arguments. The Applicant said that as a layman, he had not entirely understood the directions. Paragraph 4 stated that a Reply should be served by 28 May "if the Applicant wishes to", and he had not understood this to be mandatory. As to paragraph 7, the reference to the "above documents" was ambiguous, and he thought this referred to his own documents. The procedure was particularly confusing, since the directions in the linked service charge matter (3 April 2013) provided for separate hearing bundles to be served by both parties. He assumed that the same procedure applied to both matters.

In any event, a sum of £200 was excessive. The Respondent's bundle largely comprised her Statement of Case and supporting documents. This could not have taken 4 hours to produce at a rate of £45 per hour.

32. The Tribunal's decision. Although the sum involved is relatively modest, this is one of the first applications for costs under Rule 13. The new rule is very differently worded to the predecessor provisions, namely paragraph 10 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002. Moreover, Schedule 12 to the 2002 Act was not expressly made subject to the overriding objective in Rule 3 of the 2012 Rules. This provides that:

> "**3.**—(1) The overriding objective of these Rules is to enable the Tribunal to deal with cases fairly and justly.
> (2) Dealing with a case fairly and justly includes—
> (a) dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal;
> (b) avoiding unnecessary formality and seeking flexibility in the proceedings;
> (c) ensuring, so far as practicable, that the parties are able to participate fully in the proceedings;
> (d) using any special expertise of the Tribunal effectively; and
> (e) avoiding delay, so far as compatible with proper consideration of the issues.
> (3) The Tribunal must seek to give effect to the overriding objective when it—
> (a) exercises any power under these Rules; or
> (b) interprets any rule or practice direction.
> (4) Parties must—
> (a) help the Tribunal to further the overriding objective; and
> (b) co-operate with the Tribunal generally.

33. The Tribunal accepts the explanation by the Applicant that the directions given on 10 April 2013 were not entirely clear, and that they were not consistent with the directions given in the linked matter on 3 April 2013. The obligation on the part of the Applicant to co-operate with the Tribunal generally must be read in this light. The Tribunal is also aware that when applying time limits, it is required nevertheless to avoid "unnecessary formality and [to seek] flexibility in the proceedings."

34. As far as the failure to serve the Reply within the specified time is concerned, this did not appear to cause any prejudice to the Respondent: both parties were still able to participate fully in the proceedings. Furthermore, the parties were acting in person, and any failure to comply with the direction reflects in part the resources of the parties. The Tribunal concludes that it would not be proportionate to mark the late service of the Reply by an order for costs.

35. As to the separate hearing bundles, this did not prejudice the parties in the sense of preventing proper participation: again, both parties were still able to participate fully in the proceedings. The Respondent was caused prejudice in the sense of being put to additional time and expense in preparing her own separate bundles. However, the extra bundle was very modest indeed – about 20 pages plus a copy of the lease and the case of ***Redmile***. There is no evidence that either party had significant resources available. Neither used a solicitor to prepare their case: indeed (as explained above) the Tribunal accepts that the directions may well have been ambiguous to lay persons. The Tribunal therefore concludes that it would not be proportionate to mark failure to prepare a proper hearing bundle with an order for costs. Were the Tribunal minded to an award or costs, the suggested time of 4 hours to prepare such a bundle (even allowing for some costs of paper and printing) would in any event have been excessive.

CONCLUSIONS

36. The Tribunal does not find that the Respondent was in breach of covenant as alleged.

37. No award for costs is made under rule 13 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

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Judge MA Loveday (Chairman)
1 August 2013

Appeals

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.