2851

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CHI/43UF/OCE/2013/0053**
Property	**:**	**Oakley Court, St Anne's Rise, Redhill, Surrey RH1 1AN**
Applicant	**:**	**Oakley Court Freehold Limited**
Representative	**:**	**Miss Ellodie Gibbons, Counsel**
Respondent	**:**	**Sinclair Gardens (Kensington) Limited**
Representative	**:**	**Mr Jamie Sutherland, Counsel**
Type of Application	**:**	**Section 24 Leasehold Reform, Housing and Urban Development Act 1993 ("the Act")**
Tribunal Members	**:**	**Judge E Morrison (Chairman)** **Mr D Lintott FRICS (Valuer Member)**
Date and venue of Hearing	**:**	**26 March 2014 at Reigate County Court**
Date of decision	**:**	**3 April 2014**

DECISION

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The Application

1. The Applicant Nominee Purchaser applied on 3 October 2013 under s 24 of the Act for a determination by the Tribunal as to the terms of acquisition of the freehold of Oakley Court that were in dispute.

Summary of Decision

2. The Tribunal determines that the price payable by the Applicant for the appurtenant land, including the 7 unallocated parking spaces ("the Spaces"), to be acquired pursuant to section 1(2)(a) of the Act, is **£936.00.** The remaining elements of the price having been agreed by the parties, the total price payable by the Applicant to the Respondent is £20,807 applying a valuation date of 27 March 2013, or £21,016 applying a valuation date of 23 July 2013. (Any dispute as to the relevant date is for the court, not the Tribunal, to determine under s 22 of the Act.)

The Property

3. The Tribunal inspected the exterior of Oakley Court on the morning of the hearing, accompanied by the parties' respective surveyors, Mr Roger Nelson and Mr Geoff Holden, and Miss Gibbons. The property comprises a single block of 16 self-contained flats, built in the early 1990s as part of the St Anne's development north-east of Redhill town centre. There are several other similar blocks on the estate. The Tribunal was shown the various garages and parking spaces around the building, including the Spaces that are the subject of the disputed valuation. There are similar garages and parking spaces situated around the other blocks on the estate.

Background

4. Following the Initial Notices and Counter-Notices served under sections 13 and 21 of the Act, this application was issued. Further to Directions given by the Tribunal, reports prepared by each party's expert valuer were exchanged, and discussions between valuers resulted in agreement being reached on all but one valuation issue. The valuers' joint report dated 20 February 2014 noted the following values as agreed:

	27 March 2013	**23 July 2013**
The Specified Premises	£19,821	£20,030
Property over which rights to be granted per s 13(3)(a)(iii)	£50	£50

Leasehold interest to be acquired by virtue of s 2(1)(a) or (b)	£0	£0
Current total freehold VP value of the Spaces forming part of the appurtenant land to be acquired under s 1(2)	£42000	£42000
Total freehold VP value of the Spaces deferred to end of the leases in 79.2 years at 5%	£936	£936

5. At the outset of the hearing it was clarified that aside from the Spaces it was agreed that the appurtenant land to be acquired had nil value. Therefore the single issue before the Tribunal was whether the price to be paid for lessor's interest in the Spaces should be Nil or alternatively £936 as contended by the Applicant, or £42,000 as contended by the Respondent.

The Leases

Flat leases at Oakley Court

6. The individual flat leases at Oakley Court are identical in all material respects save that some but not all include the demise of a specific parking space. The original demises were for a term of 99 years from 1 March 1992. Many of the leases have been extended by way of a new lease under the Act but the following provisions of the original leases remain in effect and are relevant to this application.

   (i) The leases are made between the freeholder/lessor(1), St Anne's Rise(3) Management Company ("the Manager")(2), and the individual lessee(3). Each flat (with parking space if applicable) is demised by the freeholder, together with rights granted by both the Lessor and the Manager as set forth in Part 2 of the Third Schedule (Clauses 1 & 2).

   (ii) The Manager is owned by the flat lessees and has a lease (see below) of the Main Structures and Community Land, which includes the appurtenant land for the purposes of this application(Recitals (4) –(6)).

   (iii) Para. 11 of Part 2 of the Third Schedule provides that the Manager and the Lessor grant "The right for the Lessee and all other persons authorised by him in common with the Lessor and the lessees of other flats in the Building and all other persons authorised by them to use ...[the Spaces] ...but only when these

parking spaces are unoccupied by other vehicles and/or when the exclusive use of a particular parking space has not been reserved from time to time by the Lessor and subject to any regulations as to user thereof made by the Manager".

(iv) Para. 12 of Part 2 of the Third Schedule provides that the Manager and the Lessor grant "the right for the Lessee in common with the Lessor and all other persons entitled to the like right to use the unallocated parking spaces constructed or to be constructed on the adjoining land within the Estate... [being land outside that demised to the Manager]... PROVIDED ...THAT such right shall not be exercisable in respect of any such parking space at any time when the same is already being used by any person lawfully entitled to do so".

The Management Lease

7. By a lease dated 16 March 1992 the freeholder/lessor demised to the Manager the Main Structures and Community Land as defined therein for a term of 99 years and 1 month together with rights as set forth in the Second Schedule and reserving the rights set forth in the Third Schedule. The Community Land includes the Spaces. The rent is £16 per annum. In the lease "Estate" refers to the St Anne's development. The following provisions are relevant:

(i) By clause 2(2) the Manager covenants that it will " at the request and cost of the Lessor join in with the Lessor in making such grants and creating such interests in the Demised Premises as may in the absolute discretion of the Lessor be necessary or desirable to enable the Estate and any land adjoining or adjacent to the Estate... to be developed and in particular (but without in any way limiting the generality of the foregoing) join in the grants of leases of the Flats and the Garages and /or Parking Spaces" [Parking Spaces being defined to refer to spaces other then the Spaces].

(ii) Para. 6 of the Second Schedule grants the Manager "the right ... in common with the Lessor and all others entitled to the like right to use the unallocated parking spaces ... on ... the Estate ... [outside the demise]".

(iii) Para. 8 of Part 1 of the Third Schedule reserves to the Lessor and the flat lessees "The right to use [the Spaces] ... for the purposes only for casual parking of private motor cars or private motor cycles only and/or for the exclusive parking rights for such vehicles as notified from time to time during the Specified Period ... to the Lessee by the Lessor". The Specified Period is defined in Part 4 of the Third Schedule as 1 March 1992 – 31 December 1994.

(iv) Para. 6 of Part 2 of the Third Schedule reserves to the Lessor and the flat lessees "The right to use [the Spaces] ... for the parking of private motor cars or private motor cycles only subject to regulations to user made by the Lessee".

(v) By para. 12 of the Fourth Schedule the Manager covenants that it will "whenever called upon by the Lessor but at the cost of and expense of the Lessor join with the Lessor in either a Lease or Deed of Grant ... to grant to the owners lessees and tenants of the Flats houses garages and parking spaces on the Estate ...such easements rights and privileges in or over the Demised Premises as the Lessor may require".

Other Leases on the Estate

8. The remaining blocks on the estate have a similar management lease in place, demising their common areas to their own discrete management company. Para. 6 of the Second Schedule grants to the management company "The right ...in common with the Lessor and all others entitled to the like right to use the unallocated parking spaces ... within the Estate lying outside the demised land ... for ... parking ...".

9. It was also accepted that the Tribunal could assume that the flat lessees of the other blocks were granted the same rights as in para. 12 of Part 2 of the Third Schedule of the Oakley Court Flat leases with regard to use of unallocated car parking spaces on the Estate.

Representation and Evidence at the Hearing

10. Both parties were represented by Counsel. A Bundle had been filed. Mr Nelson, the Applicant's valuer, gave brief evidence by way of verification of his expert report. He also introduced some additional documents, namely a copy of the outline planning consent for the St Anne's development dated 13 September 1988, and an extract from the Redhill Town Centre plan in effect at that date, and he was briefly cross-examined. Mr Holden, the Respondent's valuer, verified his expert report. There was no other evidence, and the majority of the hearing was occupied with Counsels' legal submissions as outlined in their respective Skeleton Arguments.

The Law and Jurisdiction

11. Section 24 (1) of the Act provides that where the reversioner in respect of the specified premises has given the nominee purchaser a counter-notice but any of the terms of acquisition remain in dispute at the end of the period of two months beginning with the date on which the counter-notice was so given, the appropriate tribunal may, on the

application of either the nominee purchaser or the reversioner, determine the matters in dispute.

12. The price to be paid by a nominee purchaser for the freehold is governed by Schedule 6 of the Act. Part IV applies to the price to be paid for, amongst other things, appurtenant land. Pursuant to para 10, the price payable for that interest shall be the aggregate of:
(a) the value of that interest as determined in accordance with para. 11
(b) any share of the marriage value is entitled under para.12, and
(c) any amount of compensation payable to the owner under para.13.

13. Para. 11 of the Schedule applies the valuation methodology of para. 3. This is an open market value subject to certain assumptions.

The Agreed Values

14. The valuers agreed that the open market value of the lessor's interest in the appurtenant land under Para. 11 of Schedule 6 is either £42,000 on a current vacant possession basis, or £936 if vacant possession cannot be given until the end of the term of the management lease. In either case, having regard to the fact that the Spaces are currently within the demise of the Management Lease, any disposal of the interest would have to be by way of lease rather than transfer of a freehold title.

15. It is agreed that no share of marriage value or compensation is payable under paras. 11 and 12 of Schedule 6 of the Act.

The Applicant's Case

16. Miss Gibbons submitted there were only possible 3 options for granting a lease of the Spaces. These were:

    (i) an overriding lease, subject to the Management Lease, which would have little value

    (ii) a lease in reversion (agreed value £936)

    (iii) an underlease , which was the Respondent's case. The Applicant denied this was an option open to the Respondent, but said that even if that was wrong, any premium would be payable to the Manager not the Respondent. Her arguments addressed this option.

<u>Rights of the Flat Lessees</u>

17. It was submitted that the flat lessees had the right to use the Spaces by virtue of para. 11 of Part 2 of the Third Schedule to their leases. The limitation of that right to "when the exclusive use of a particular

parking space has not been reserved from time to time by the Lessor..." did not permit the Respondent to demise any of the Spaces. These words simply reflected the right reserved by the lessor in para. 8 of Part 1 of the Third Schedule where the lessor reserved "exclusive parking rights"" over the Spaces but only during a specified period which ended on 31 December 2012 i.e while the Estate was being developed. The use of the phrase "from time to time" also inferred a temporary arrangement only.

Rights of other Lessees on the Estate

18. The management leases of the other blocks (Para. 6 of Second Schedule) grant the lessees of the other blocks the right to use the Spaces which is not expressed to be subject to the lessor's rights to limit them.

19. Assuming the flat leases of the other blocks are in the same form as the Oakley Court flat leases, the lessees of those blocks also have the right under their individual leases to use the Spaces subject to the proviso that "such right shall not be exercisable in respect of any such parking space at any time when the same is already being used by any person lawfully entitled to do so". Ms Gibbons said this proviso did not go so far as to reserve to the lessor a right to demise the Spaces.

20. Given the rights granted over the Spaces to the lessees of Oakley Court and other blocks on the estate, it was submitted that any demise by the lessor of the Spaces would be a derogation from grant and/or breach of the covenant for quiet enjoyment, unless the demise was expressly subject to those rights (as per options (i) or (ii) in paragraph 16 above).

Lessor's right to grant a lease of the Spaces

21. It was then submitted that, in any event, the lessor could not grant a lease of the Spaces because they were demised to the Manager, and the Management Lease did not reserve to the lessor any right to demise them.

22. Although clause 2(2) of the Management Lease requires the Manager to join in with the lessor in making grants and creating interests, this is only "to enable the Estate and any land adjoining or adjacent ... to be developed". The Estate had now been complete for about 20 years and there was no evidence that any hypothetical purchaser of the Spaces would be a developer of neighbouring land. Therefore the value of the right granted by clause 2(2) was purely speculative.

23. Insofar as the Respondent relied on para. 12 of the Fourth Schedule of the Management Lease, the words used i.e. " to grant ...such easements rights and privileges" could be contrasted with the words used in clause 2(2)"to grant or create such interests". By omitting reference of granting interests in para. 12, the intention was to limit the rights

capable of being granted under that paragraph, and did not extend to the grants of interests of parts of the property wholly demised to the Manager, such as the Spaces.

24. Further, neither clause 2(2) or para. 12 provided that the Manager should grant leases for nil consideration. While this made sense in respect of flats, garages and parking spaces demised with flats (where only the sub-soil and structure were demised to the Manager) it did not make sense in respect of the Spaces which were wholly demised to the Manager. So even if the Spaces could be demised pursuant to para. 12, any premium payable on a demise of the Spaces would be payable to the Manager, not the lessor. The Manager's interest had already been valued at Nil. In any event, the Manager was a company owned by the flat lessees.

25. It was also necessary to consider the rights reserved to the lessor in the Third Schedule of the Management Lease. Para. 8 of Part 1 gave the lessor "exclusive" parking rights "from time to time" over the Spaces but only until 31 December 1994, and so could not assist the lessor now. While para. 6 of Part 2 reserved to the lessor the right to use the Spaces "... for the parking of private motor cars or private motor cycles only subject to regulations to user made by the Lessee", the word "exclusive" did not appear.

26. As a result of the above analysis, the Applicant's case was that the Respondent had not reserved itself the right to grant vacant possession leases of the Spaces, and even if that was wrong, it could not do so because that would be contrary to the rights granted and its obligations to the flat lessees.

27. The matrix of facts surrounding the development and the leases supported that conclusion. The outline planning consent required provision for car parking/garaging to the Local Authority's adopted standards, and the Local Plan in effect at that time contained Parking Standards which required (by application of a formula) a certain number of unassigned parking spaces for use in residential developments. The intention was therefore that the Spaces should remain available for use by all the residents on the Estate.

The Respondent's Case

28. Mr Sutherland submitted that, following enfranchisement, the Applicant would immediately be able to grant vacant possession leases of the Spaces. He relied on the following provisions in the leases.

29. Para. 11 of the Third Schedule to the Flat leases restricted the lessees' rights to use the Spaces to "when these parking spaces are unoccupied by other vehicles and/or when the exclusive use of a particular parking space has not been reserved from time to time by the Lessor and subject to any regulations as to user thereof made by the Manager". Those words were wide enough to permit the lessor to grant third party

leases or other interests of value over the Spaces. The words "reserved ... by the Lessor ..." did not preclude the grant of a lease. The grant of exclusive use for value would be a lease in any event.

30. It was not accepted that the lessor's rights were limited to those reserved to the lessor in the Flat leases or the Management Lease. In any event, para. 6 of Part 2 of the Third Schedule of the Management Lease reserved general rights to the lessor to use the Spaces for parking. There was no limitation in the time-frame. Para 11 of the Third Schedule in the Flat leases also imposed no time limitation on the lessor, simply referring to "from time to time". Therefore the lessor had a general right at all times to reserve the exclusive use of one or more of the Spaces.

31. While the various management companies and other flat lessees on the Estate were given the right, in their leases, to use the Spaces, these rights must be read in the light of the leases as a whole. Recital 2 of the flat leases made it clear that flat leases in common form were to be granted across the Estate, so they would know that their rights to use unallocated spaces in other blocks would also be subject to rights reserved to the lessor. Furthermore the flat lessees' rights (in para. 12 of Part 2 of the Third Schedule) to use unallocated spaces in other blocks did not identify any particular spaces, so it could not be said that the Spaces needed to remain available to lessees of other blocks.

32. The same point could be made with regard to the management companies' right to use unallocated spaces in other blocks (Para 6 of Second Schedule of the Management Lease), as here again those spaces had not been specifically identified. That right was also specifically made subject to the lawful use of the parking spaces by other persons, and therefore it was subject to any right of the lessor to demise the Spaces.

33. Reliance was also placed on the contrast between clause 2(2) and para. 12 of the Management Lease. While the final words of clause 2(2) required the Manager to join in leases of the Flats, Garages, and parking spaces demised with Flats, the leases covered by para.12 could cover any part of the Demised Premises i.e. including the Spaces.

34. Para. 12 did not require any premium to be paid to the Manager, but even if it was payable to the Manager, its value should still be paid for by the Applicant as part of the enfranchisement price, by being attributed to the leasehold interest being acquired by the Applicant instead of being attributed to the appurtenant property.

35. Although it was accepted that the outline planning consent was relevant to the factual matrix, the existence of conditions requiring unallocated parking spaces simply explains why such spaces were created within the development. Planning conditions can change over time and do not necessarily prevent exclusive rights being granted over such spaces at a later date.

Discussion and Determination

36. At the outset it may be observed that the flat leases and management leases for Oakley Court and the St Anne's development as a whole have clearly been drafted by a skilled draftsperson, with considerable attention to detail. These are not "standard" leases.

37. From the Land Registry entries and copy leases in evidence, it is apparent that the development of the Estate proceeded by way of sub-dividing the original single freehold parcel of land. From each freehold title a lease has been granted to a management company incorporated specifically for the block(s) built on that land for a term of 99 years and 1 month, and there are concurrent leases of the flats in the block(s) for a term of 99 years. Both the flat leases and the management leases contain lengthy and detailed schedules of rights granted to the lessees, and of rights reserved to the lessor and others. The rights granted to the lessees in the flat leases are granted by both the relevant management company and the lessor. Rights with respect to all the unallocated parking spaces on the Estate are granted to all parties i.e. the lessor, the management companies, and the lessees of all the flats. Rights reserved with respect to the Spaces specifically are, in the Management Lease, reserved not only to the lessor but also to the Oakley Court flat lessees. In summary, the provisions are complex, and discerning how the various rights and reservations with respect to the Spaces were intended to take effect having regard to each other requires a careful analysis of all the relevant provisions.

38. In interpreting the provisions of a lease, the Tribunal has to determine what the parties intended the particular words used to mean, giving the words their natural and ordinary meaning as against the "factual matrix". The task is to determine what meaning the words used would convey to a reasonable person having all the contextual background knowledge which would reasonably have been available to the parties in the situation they were in at the time the lease was entered into. In construing a particular provision, the whole of the document can be taken into consideration.

39. The core issue for determination is whether the scheme provided by the leases with respect to the Spaces leaves it open to the Respondent to grant immediate vacant possession leases of any or all of the Spaces, thereby preventing anyone other than the new lessee(s) from using them. There are two principal questions to be addressed in order to resolve this issue:

    (i) Given that the Spaces are demised to the Manager, has the lessor reserved to itself the right to grant vacant possession leases of the Spaces?

(ii) Even if the lessor has reserved that right, can it be exercised without interfering with other rights over the Spaces which have been granted to the lessees of the flats at Oakley Court, and to the lessees of the other blocks on the Estate, and to the various management companies?

Given that the Spaces are demised to the Manager, has the lessor reserved to itself the right to grant vacant possession leases of the Spaces?

40. The Respondent relies primarily on two specific provisions. Firstly, the closing words of Para. 11 of the Third Schedule to the Flat leases. These remove the right of the flat lessees to use any of the Spaces if the "exclusive use" has been "reserved from time to time" by the lessor. The Respondent says that this amounts to a reservation of the right to grant leases.

41. In the view of the Tribunal the words "reserved from time to time" are not apt to extend to the grant of a lease. Bearing in mind the attention to detail in the leases, and the careful use of language throughout, it is significant that no words have been used which would more naturally refer to granting an interest in land. The words used in para. 11 may be contrasted with clause 2(2) of the Management Lease which clearly envisages the grant of leases and uses the much more apposite words "granting and creating such interests" to cover this. If the draftsman of para. 11 had intended it to permit the lessor to grant leases of the Spaces, he could have elected to use language which made that clear, as he did elsewhere. He did not do so, and there is no reason to conclude this was anything but a deliberate decision. The Tribunal also accepts the Applicant's argument that the natural meaning of the words used, namely "reserved *from time to time*" refers to arrangements that prevent the flat lessees from using the Spaces on a temporary basis only. (It is not necessary for us to decide whether such temporary arrangements are limited to the Specified Period (ending 31 December 1994) as suggested by Miss Gibbons).

42. Furthermore, if it had been intended that the lessor should reserve the right to grant a lease of the Spaces, the obvious place to record that right would have been in Part 1 of the Third Schedule of the Flat lease which sets out specifically and in detail the matters excepted from the demise and the rights reserved to the lessor.

43. Secondly, the Respondent relies on para. 12 of the Fourth Schedule of the Management Lease, which sets out the exceptions and reservations from that demise. This specifically requires the Manager to join with the lessor in either a Lease or a Deed of Grant granting "such easements rights and privileges in over the Demised Premises" as the lessor requires. Here again the Tribunal considers that the words used are not apt to describe a vacant possession lease, and may be contrasted with the words "granting and creating ... interests" used in clause 2(2). Further, the grantees in para. 12, unlike in clause 2(2), are described collectively as "the owners, lessees and tenants on the

Estate" *or* the owner or occupier of neighbouring land. Our conclusion is therefore that the provision in para. 12 was simply intended to ensure that Manager could be required to grant easements, rights and privileges (but not interests in land) over the demised premises, either for the general benefit of residents on the Estate or for the benefit of neighbouring land This is consistent with the natural meaning of the words and the lease as a whole, and does not demand the strain on language required in order to adopt the Respondent's proposed interpretation.

44. The remaining provisions that give the lessor rights over the Spaces are found in the Third Schedule of the Management Lease. Para. 8 of Part 1 gives the lessor a "right to use" the Spaces during a specified period only, which expired over 19 years ago. Para. 6 of Part 2 is in more general terms but again reserves only a "right to use" and there is no mention of exclusivity of use. Furthermore these rights are also granted to the flat lessees, and there is no indication whatever that the lessor is to have any sort of superior entitlement.

45. It is therefore determined that the lessor has not reserved to itself the right to grant vacant possession leases of the Spaces to take effect during the term of the Management Lease. Any lease granted could therefore take effect only subject to the Management Lease, with vacant possession at the end of the term. The agreed value of such a lease is £936.

<u>If the lessor has reserved the right to grant leases of the Spaces, can it be exercised without interfering with other rights?</u>

46. Even if the Tribunal is incorrect in the above determination, it is concluded that the exercise of that right by the lessor would be an unlawful interference with other rights that have been granted. These rights are as follows:

- Para.11 of Part 2 of Third Schedule of the Flat lease grants the Oakley Court flat lessees the right to use the Spaces, subject only to the lessor's right to reserve exclusive use from time to time.
- The flat lessees of other blocks have the right to use the Spaces (Para. 12 of Part 2 of the Flat lease, which it was accepted also appears in flat leases for the other blocks). These rights have no express limitation.

47. If the lessor's reservation is found to exist only by virtue of para. 12 of the Fourth Schedule of the Management Lease, the grant of a vacant possession lease of any of the Spaces would deprive all the flat lessees on the Estate of their rights to use the Spaces.

48. If the lessor's reservation is found to exist by virtue of the caveat in para. 11 of Part 2 of the Third Schedule of the Flat lease, the grant of a vacant possession leases of any of the Spaces would deprive the flat lessees of other blocks on the Estate of their rights to use them.

49. In either case, the rights granted to flat lessees to use the Spaces would be curtailed. This would amount to a derogation of grant, and therefore could not lawfully be done.

Other points

50. The Respondent's argument that because the lessees and management companies of other blocks knew that there were limits on the rights of the Oakley Court flat lessees to use the Spaces, their rights were limited in the same way, takes matters no further. The Tribunal has decided the rights of the Oakley Court flat lessees are not limited to the extent put forward by the Respondent.

51. Similarly, any argument about to whom any premium for the Spaces would be paid does not affect our conclusion. If, contrary to our determination, it is possible for the lessor to grant leases of the Spaces, the Respondent conceded that such premium would have to be passed to the Manager. The Manager is owned by the Flat lessees. They would therefore effectively be paying themselves.

Conclusion

52. The Tribunal concludes that the only lease for value that can be granted by the lessor over the Spaces is a lease in reversion to take effect at the end of the term of the Management Lease. The agreed value of such a lease is £936.

53. This conclusion is consistent with the natural and ordinary wording of the relevant provisions of the leases, when each is considered in light of the instruments as a whole. It is also consistent with the planning authority's requirement, when the Estate was constructed, to provide for unallocated parking spaces on the development.

54. The Tribunal was told at the hearing that the terms of the Transfer had not yet been agreed. The parties have permission to request, no later than 26 June 2014, that this matter be restored for a further determination in the event that agreement cannot be reached.

Dated: 3 April 2014

Judge E Morrison (Chairman)

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.