



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

Case Reference : **CHI/24UJ/PHI/2015/0005**

Property : **14 Fleur-de-Lys Park, Pilley Street,
Lymington, Hampshire, SO41 5QJ**

Applicant : **Mrs Kathleen Fitzgerald**

Representative : **Tubervilles**

Respondent : **Miss Pamela Knight**

Representative : **-**

Type of Application : **Paragraphs 16(b) and 17(4)(a) of
Chapter 2 of Schedule 1 to the Mobile
Homes Act 1983 as amended (“the
1983 Act”)**

Tribunal Member : **Judge P R Boardman**

**Date and venue of
Hearing** : **Decided on the papers**

Date of Decision : **10 August 2015**

DECISION

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Introduction

1. This application by the Applicant, as site owner, is for the Tribunal to determine a new level of pitch fee
2. The grounds of the application were that :
 - a. the date of the agreement for occupation was unknown
 - b. the review date specified in the agreement was 1 March
 - c. the last review was by agreement on 1 March 2014
 - d. the notice of the proposed new pitch fee was served on the Respondent, as occupier, on 1 February 2015
 - e. since the last review date the Applicant had not spent money on improvements which were for the benefit of the occupiers of park homes on the site
 - f. there had not [sic] been any direct effect on the costs payable by the Applicant in relation to the maintenance or management of the site of an enactment which had come into force since the last review date
 - g. there had not been any decrease in the amenity of the site since 26 May 2013
 - h. there had not been any reduction in services that the Applicant supplied to the site, pitch or park home and/or any deterioration in those services since 26 May 2013
3. The Tribunal has decided the application on the papers before it, without an oral hearing, pursuant to rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”), and the Tribunal’s directions dated 2 June 2015, neither party having requested a hearing in the meantime
4. The Tribunal has decided that it is not necessary for the Tribunal to inspect the property in view of the nature of this application

Pitch fee review notices 1 February 2015

5. A letter from the Applicant to the Respondent dated 1 February 2015 and with the manuscript note “mine”, stated that :
 - a. the rent increase would be 1.6%, in line with the retail price index (“RPI”) inflation rate
 - b. the new ground rent was £98.64, as on page 2 of the pitch fee review form
 - c. the yearly licensing fee from New Forest District Council was available for inspection on the notice board
 - d. the amount was due from 1 March 2015

6. The first two pages (undated) of a notice from the Applicant to the Respondent headed “pitch fee review form”, and with the manuscript note “mine”, was in the following terms :
 - a. section 2 : proposed new pitch fee :
 - last review date : 1 March 2014
 - current pitch fee £[blank]
 - proposed new pitch fee £[blank]
 - b. section 3 : date new pitch fee proposed to take effect : 1 March 2015
 - c. section 4 : calculation of proposed new pitch fee (A) + (B) + (C) :
 - (A) current pitch fee £96.20
 - (B) RPI adjustment £1.54 (calculated from a percentage increase of [blank]%)
 - (C) recoverable costs of £10.70
 - d. (B) the RPI adjustment : the percentage increase in the RPI over 12 months by reference to the RPI published for January 2015 which was 1.6% [sic]
 - e. (C) recoverable costs : the fee for the annual site licence issued by New Forest District Council incurred in May 2014 and recoverable through the pitch fee was £117.70 divided equally across the homes, resulting in a net annual charge of £10.70 a home, namely £0.90 a month

7. A letter from the Applicant to the Respondent dated 1 February 2015 and with the manuscript note “Applicant’s form”, stated that :
 - a. the rent increase would be 1.6%, in line with the retail price index (“RPI”) inflation rate
 - b. the new ground rent was £98.64, as on page 2 of the pitch fee review form
 - c. the yearly licensing fee from New Forest District Council was available for inspection on the notice board
 - d. the amount was due from 1 March 2015

8. The first two pages (undated) of a notice from the Applicant to the Respondent headed “pitch fee review form”, and with the manuscript note “Applicant’s form”, was in the following terms :
 - a. section 2 : proposed new pitch fee :
 - last review date : 1 March 2014
 - current pitch fee £96.20
 - proposed new pitch fee £98.64
 - b. section 3 : date new pitch fee proposed to take effect : 1 March 2015
 - c. section 4 : calculation of proposed new pitch fee (A) + (B) + (C) :
 - (A) current pitch fee £125.97
 - (B) RPI adjustment £2.02 (calculated from a percentage increase of [blank]%)
 - (C) recoverable costs of £10.70

- d. (B) the RPI adjustment : the percentage increase in the RPI over 12 months by reference to the RPI published for January 2015 which was 1.6% [sic]
- e. (C) recoverable costs : the fee for the annual site licence issued by New Forest District Council incurred in May 2014 and recoverable through the pitch fee was £117.70 divided equally across the homes, resulting in a net annual charge of £10.70 a home, namely £0.90 a month

The Respondent's letter 1 March 2015

9. The Respondent stated that her monthly rent would be £97.26, omitting the site licence fee of £0.90 a month
10. The Applicant had been issued with the annual site licence fee of £117.70 in May 2014, because the site licence fee was a new piece of legislation for the park starting on 1 April 2014. The Applicant should have had a late review date for the Respondent's pitch fee in 2014. The Applicant could not pass on the £10.70 into the pitch review of March 2015. The Applicant had stated that the proposed pitch fee would take effect on 1 March 2015. Any charges attributable to the 2014 review could not be included in the 2015 review
11. The RPI rate in January 2015 was 1.1% ie £1.06, not the December RPI 1.6% ie £1.54. Therefore the Respondent had added only £1.06 to £96.20, ie £97.26
12. The Respondent also referred to the state of a Lysander tree, and asked for it to be cut down as part of the Applicant's repairing and maintenance obligations

The Respondent's statement 8 June 2015

13. The Respondent referred to the differences between the pitch fee review form which she had received, and which she had marked in manuscript "mine", and the pitch fee review form attached to the application to the Tribunal, which she had marked in manuscript "Applicant's form". The Respondent also referred to her reasons for paying only £97.26, and not the claimed £98.64, as set out in her letter dated 1 March 2015

The Applicant's letter 25 June 2015

14. The Applicant stated that the Respondent's basic pitch fee for the year starting on 1 March 2014 was £96.20 a month. The Applicant sent a pitch fee review form to the Respondent on 1 February 2015, proposing to increase the basic pitch fee by £1.54, namely by 1.6%, which was the RPI figure for December, published in January, for the RPI increase

since the last review date. That would increase the Respondent's basic pitch fee to £97.74 a month

15. In the papers attached to the Tribunal application form the Applicant had inadvertently attached an incorrect page 2 to the copy pitch fee review form, suggesting that the Respondent's current pitch fee was £125.97 a month. The pitch fee review form actually sent to the Respondent confirmed that her new charge was £98.64
16. In addition to the proposed RPI increase, the Applicant had sought to add the cost of the annual site licence fee charged by New Forest District Council, the licensing authority for the park. Under the Mobile Homes Act 2013 the Council had charged an annual licence fee for the first time in May 2014. The Applicant had paid the Council the total fee of £117.70. The Applicant had divided the licensing fee of £117.70 equally among the 11 homes in the park, namely £10.70 a year each, equating to £0.90 a month each
17. When that figure was added to the proposed new pitch fee of £97.74 a month, the total charge payable by the Respondent would be £98.64, as set out on the letter and pitch fee review form
18. It was settled law that the benchmark for a rise or fall in the pitch fee was the increase or decrease in the RPI since the last review date
19. The only question for the Tribunal to determine was therefore whether there had been any reduction in the amenity of the site or services since 26 May 2013 such as should give rise to a lower, or no, increase in the Respondent's pitch fee
20. The Respondent had not specifically claimed that there had been such reduction in the amenity of the site, but had asked the Respondent to cut down a tree on her pitch. The Applicant did not accept that the tree was dangerous, and the Respondent had submitted no evidence to support that allegation
21. However, even if there were evidence that the tree were in poor condition, it would not be the Applicant's responsibility to cut it down or maintain it. Implied term 21(d) of the statutory implied terms required the Respondent as occupier to "maintain the pitch, including all fences and outbuildings belonging to it or enjoyed with it.....in a clean and tidy condition", whereas implied term 22(d) required the Applicant, as site owner, to "maintain in a clean and tidy condition those parts of the site, including access ways site boundaries fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site", such as those trees and other structures on the communal areas of the park
22. The tree was on the Respondent's pitch, and was therefore a structure

on the pitch. Implied term 21(c) imposed an obligation on the occupier to maintain structures on the pitch, and there was no difference between the occupier having to maintain a fence or outbuilding on the pitch and a tree

23. The Respondent had therefore failed to prove that there had been any decrease in the amenity of the site since 26 May 2013, and the Tribunal should therefore dismiss her objections and increase the basic pitch fee by RPI of 1.6% from £96.20 a month to £97.74 a month
24. In relation to the annual licence fee contribution, paragraph 18(1)(ba) of Schedule 1 Part 1 of the 1983 Act (as amended) provided that the Tribunal must have regard to “any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date” when determining the new pitch fee on an annual review. The annual licence fee was a cost of management and could be passed on to residents, but should be treated as a separate service item, so that it would not increase in any subsequent year unless the licence fee itself increased
25. In December 2013 the Respondent unilaterally deducted £50 from her agreed pitch fee payment following a letter from her dated 27 November 2013 complaining that some of the street lights were not working. There were some problems with street lights around that period because of flooding on the park caused by adverse weather conditions, but the Applicant’s contractors had resolved the problem as quickly as they could, which involved the complete removal and rewiring of the light concerned. There was no provision in the Mobile Homes Act which permitted a resident to withhold or refuse to pay an agreed pitch fee, and the Applicant requested the Tribunal to order the Respondent to pay the pitch fee arrears of £50

The Respondent’s statement 27 June 2015

26. The Respondent stated that she had written to the Applicant on 27 November 2013 to warn her that she was going to deduct £50 from her rent because they had had no lighting, not even emergency lighting, on the park since 17 October 2013. The Applicant did not respond. Eventually they had been without lighting for 95 days during that winter. On 17 February 2014 the Applicant wrote to say that the Respondent was in breach of contract. The Respondent replied on 28 February that it was the Applicant who was in breach of contract. The Applicant had made no further mention of the matter until now. At no time had there been any attempt to settle the matter through the court or the Tribunal
27. In relation to the site licence fee the Applicant should have charged the £0.90 a month from the Respondent in 2014, and not included it in the

2015 pitch fee review

28. In relation to the RPI adjustment, the figure to be applied was the latest published RPI figure available before the service of the review notice. The review date was 1 March 2015. 28 days before that was 1 February. So the Respondent took the January figure of 1.1%, namely £1.06. She had the legal right to do so, whereas the Applicant had taken the December 2014 figure of 1.6%, making £1.54
29. In relation to the tree, the Respondent had not raised this subject in her statement dated 8 June 2015. The Respondent had drawn the Tribunal's attention to the Respondent's letter to the Applicant dated 1 March 2015 only in connection with the site licence fee. However, since the Applicant had mentioned it, the Respondent would reply. In the New Forest site licence conditions, long grass and vegetation had to be cut at frequent and regular intervals to prevent it becoming a fire hazard. Any matter in the site licence conditions was the sole responsibility of the Applicant. The Applicant's husband had already cut some of the branches. The Applicant was liable to cut it down. Very strong winds blew there. The tree was a hazard, and she asked the Tribunal to order the Applicant to cut it down

Other documents before the Tribunal

30. Other documents were :
- a. photographs of the tree marked "1983" and "now"
 - b. the letter from the Respondent dated 27 November 2013
 - c. the letter from the Applicant marked "hand delivered 17/2/14"
 - d. the letter from the Respondent dated 28 February 2014
 - e. extracts from the notes attached to pitch fee review forms
 - f. the New Forest District Council site licence
 - g. the Tribunal's directions dated 2 June 2015
 - h. a notice from the Applicant to the Respondent headed "pitch fee review form" comprising 8 pages (including the date "30/1/2015" at section 6 on page 3, and notes at section 7 on pages 3 to 8), in the following terms :
 - section 2 : proposed new pitch fee :
 - last review date : 1 March 2014
 - current pitch fee £96.20
 - proposed new pitch fee £98.64
 - section 3 : date new pitch fee proposed to take effect : 1 March 2015
 - section 4 : calculation of proposed new pitch fee (A) + (B) + (C) :
 - (A) current pitch fee £96.20
 - (B) RPI adjustment £1.54 (calculated from a percentage increase of [blank]%)
 - (C) recoverable costs of £10.70

- (B) the RPI adjustment : the percentage increase in the RPI over 12 months by reference to the RPI published for January 2015 which was 1.6% [sic]
- (C) recoverable costs : the fee for the annual site licence issued by New Forest District Council incurred in May 2014 and recoverable through the pitch fee was £117.70 divided equally across the homes, resulting in a net annual charge of £10.70 a home, namely £0.90 a month

The relevant legal provisions

31. The material parts of the 1983 Act (as amended) are as follows :

Chapter 2 of Schedule 1

16 The pitch fee can only be changed in accordance with paragraph 17, either –

- (a) with the agreement of the occupier, or*
- (b) if the court, on the application of the owner or the occupier, considers it reasonable for the pitch fee to be changed and makes an order determining the amount of the new pitch fee*

17 (1) The pitch fee shall be reviewed annually as at the review date

(2) At least 28 clear days before the review date the owner shall serve on the occupier a written notice setting out the owner's proposals in respect of the new pitch fee

(2A) In the case of a protected site in England, a notice under sub-paragraph (2) which proposes an increase in pitch fee is of no effect unless it is accompanied by a document which complies with paragraph 25A

(3).....

(4) If the occupier does not agree to the proposed new pitch fee

–

(a) the owner or (in the case of a protected site in England) the occupier may apply to the appropriate judicial body for an order under paragraph 16(b) determining the amount of the new pitch fee;

(b) the occupier shall continue to pay the current pitch fee to the owner until such time as the new pitch fee is agreed by the occupier or an order determining the amount of the new pitch fee is made by the appropriate judicial body under paragraph 16(b); and

(c) the new pitch fee shall be payable as from the review date but the occupier shall not be treated as being in arrears until the 28th day after the date on which the new pitch fee is agreed or, as the case may be, the 28th day after the date of the appropriate judicial body's order determining the amount of the new pitch fee

(5) to (11).....

18 - (1) When determining the amount of the new pitch fee particular regard must be had to—

(a) any sums expended by the owner since the last review date on improvements.....

(aa) in the case of a protected site in England, any deterioration in the condition, and any decrease in the amenity, of the protected site or any adjoining land which is occupied or controlled by the owner since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or decrease for the purposes of this sub-paragraph);

(ab) in the case of a protected site in England, any reduction in the services that the owner supplies to the site, pitch or mobile home, and any deterioration in the quality of those services, since the date on which this paragraph came into force (in so far as regard has not previously been had to that deterioration or deterioration for the purposes of this sub-paragraph);

(b).....

(ba) in the case of a protected site in England, any direct effect on the costs payable by the owner in relation to the maintenance or management of the site of an enactment which has come into force since the last review date

(c).....

(1A).....

(2) and (3).....

19 (1) When determining the amount of the new pitch fee, any costs incurred by the owner in connection with expanding the protected site shall not be taken into account

(2) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any costs incurred by the owner in relation to the conduct of proceedings under this Act or the agreement

(3) In the case of a protected site in England, when determining the amount of the new pitch fee, no regard may be had to any fee required to be paid by the owner by virtue of —

(a) section 8(1B) of the Caravan Sites and Control of Development Act 1960 (fee for application for site licence conditions to be altered);

(b) section 10(1A) of that Act (fee for application for consent to transfer site licence)

(4).....

20 – (A1) In the case of a protected site in England, unless this would be unreasonable having regard to paragraph 18(1), there is a presumption that the pitch fee shall increase or decrease by a percentage which is no more than any percentage increase or decrease in the retail prices index calculated by reference to —

- (a) *the latest index, and*
- (b) *the index published for the month which was 12 months before that to which the latest index relates*
- (A2) *In sub-paragraph (A1), “the latest index” –*
- (a) *in a case where the owner serves a notice under paragraph 17(2), means the last index published before the day on which that notice is served;*
- (b) *.....*

21 The occupier shall –

- (a) *to (c).....*
- (d) *maintain –*
- (i) *the outside of the mobile home, and*
- (ii) *the pitch, including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home in a clean and tidy condition, and*
- (e) *.....*

22 The owner shall –

- (a) *and (b).....*
- (c) *be responsible for repairing the base on which the mobile home is stationed and for maintaining any gas, electricity, water, sewerage or other services supplied by the owner to the pitch or to the mobile home;*
- (d) *maintain in a clean and tidy condition those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site*
- (e) *and (f).....*

25A(1) The document referred to in paragraph 17(2A).....must

-
- (a) *be in such form as the Secretary of State may by regulations prescribe,*
- (b) *specify any percentage increase or decrease in the retail prices index calculated in accordance with paragraph 20(A1)*
- (c) *to (f).....*
- (2) *to (4).....*

32. The Tribunal has jurisdiction to deal with the issues in this case by virtue of The Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (England) Order 2011

The Tribunal's findings

33. The Tribunal makes the following findings

34. **Validity of the pitch fee review form**

35. The Respondent has challenged the validity of the pitch fee review form, in that the form marked “mine” in the bundle of documents before the Tribunal has blanks in section 2 where there should have been inserted the current pitch fee and the proposed new pitch fee, and the form marked “Applicant’s form” has in section 4 an incorrect figure for the current pitch fee and an incorrect figure for the RPI adjustment
36. The Tribunal finds that:
- a. the pitch fee review form served on the Respondent was the form marked “mine” in the bundle of documents before the Tribunal; the Applicant has accepted that the form marked “Applicant’s form” was not the form sent to the Respondent, and the Tribunal is not persuaded, on a balance of probabilities, that the form attached to the Applicant’s statement dated 25 June 2015 was the form sent to the Respondent either
 - b. the pitch fee review form marked “mine” does not comply with the requirements of paragraphs 17(2A) and 25A of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act, in that :
 - there are blanks in section 2 where there should have been inserted figures for the current pitch fee and the proposed new pitch fee
 - there is a blank in section 4 after the claimed RPI adjustment figure of £1.54 where there should have been inserted a claimed percentage figure for the RPI percentage increase
 - the claimed percentage increase in RPI figure of 1.6% has been inserted in the space in section 4, which should instead have been the RPI figure itself, rather than the percentage increase which that figure represented
 - c. the notice proposing the increase in the pitch fee is therefore of no effect : paragraph 17(2A) of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act

37. The RPI adjustment

38. Strictly speaking, it is therefore not necessary for the Tribunal to make any findings about the claimed RPI adjustment of 1.6%, ie a claimed increase of £1.54, but the parties may find the following comments helpful in relation to any future proposed increases in the pitch fee
39. If the notice proposing the increase in the pitch fee had been effective in principle, the Tribunal would have found that:
- a. the copy of the pitch fee review form marked “mine” does not contain pages 3 to 8, but appears (from the copy form sent with the Applicant’s statement dated 25 June 2015) to have been dated 30 January 2015, and it appears to be common ground between the parties that it was sent to the Respondent with the Applicant’s letter dated 1 February 2015
 - d. the starting point for the calculation of the RPI adjustment would have been the last RPI figure published before the date on which the notice was served : paragraph 20(A2)(a) of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act

- e. the Tribunal notes that, according to the Office of National Statistics, the last RPI figure published before 30 January 2015 was published on 13 January 2015
- f. it follows that the Applicant would have been correct in principle in taking as a starting point for the RPI adjustment the RPI figure for January 2015

40. The site licence fee

- 41. Again, it is not necessary for the Tribunal to make any findings in this respect, but, again, the parties may find the following comments helpful in relation to any future proposed increases in the pitch fee
- 42. If the notice proposing the increase in the pitch fee had been effective in principle, the Tribunal would have found that:
 - g. it appears to be common ground between the parties that the date when New Forest District Council imposed the site licence fee was in May 2014, and that that date was after the last increase in the pitch fee
 - h. the imposition of the site licence fee followed the coming into force of the relevant provisions of the Mobile Homes Act 2013, and had a direct effect on the costs payable by the Applicant in relation to the maintenance or management of the site for the purposes of paragraph 18(1)(ba) of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act, as submitted by the Applicant in her statement dated 25 June 2015, even though she had replied “no” to the question to that effect in the application to the Tribunal
 - i. the Applicant was not at liberty to review the pitch fee again at that time, because the pitch fee could be reviewed only annually : paragraph 17(1) of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act
 - j. the proposed pitch fee review in 2015 could therefore have taken account of the payment in May 2014 of the site licence fee by the Applicant

43. The Lysander tree

- 44. The Respondent has asked for an order that the Applicant should cut down the tree, but has not, as such, claimed that the tree represents either a deterioration of condition, or decrease in the amenity, of the site, such as might have been taken into account in a review of the pitch fee for the purposes of paragraph 18(1)(aa) of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act
- 45. The Applicant claims that, in any event, the tree is the Respondent’s responsibility
- 46. The Tribunal finds that :
 - a. the Respondent’s responsibilities as occupier are set out in paragraph 21 of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act, and include the maintenance of the mobile home and the pitch

“including all fences and outbuildings belonging to, or enjoyed with, it and the mobile home”

- b. the Applicant’s responsibilities as site owner are set out in paragraph 22 of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act, and include repairing the base on which the mobile home is stationed, maintaining the services supplied to the Respondent, and the maintenance of “those parts of the protected site, including access ways, site boundary fences and trees, which are not the responsibility of any occupier of a mobile home stationed on the protected site”
- c. the ordinary and natural meaning of “fences and outbuildings” in paragraph 21 of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act includes certain man-made structures, but does not include trees
- d. if the draftsman of paragraph 21 of Chapter 2 of Part 1 of Schedule 1 to the 1983 Act had intended the occupier’s responsibilities to include the maintenance of trees on the pitch, it would have been very easy so to provide
- e. by way of contrast, the draftsman did include a specific reference to maintenance of trees only in the site owner’s responsibilities
- f. having considered all the circumstances in the round, the Tribunal accepts the Respondent’s submission that the Applicant is responsible for the tree
- g. however, although the Tribunal has taken account of the photographs provided by the Respondent, the Tribunal is not satisfied, on the limited evidence before it, that it is appropriate to make an order that the tree should be cut down; the Tribunal does however recommend that the Applicant should take advice, for example from a tree surgeon, about the Respondent’s concerns, and about the action, if any, which the Applicant should take accordingly

47. The withholding of £50 in December 2013

48. The Tribunal has taken account of the submissions from both parties

49. However, the Tribunal finds that:

- a. this is effectively a claim by the Applicant for arrears of pitch fee, and a claim by the Respondent for damages for breach of agreement, and set off
- b. the Tribunal is not satisfied that this application, being an application for determination of a new level of pitch fee, is an appropriate forum for a dispute of this nature, and finds that it is of a nature which would be more appropriate, in the absence of agreement, for the parties to pursue in the county court

Appeals

50. A person wishing to appeal against this decision 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

51. 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
52. 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 admit the application for permission to appeal
53. 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 which the person is seeking

Dated 10 August 2015

.....
Judge P R Boardman