



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

Case Reference : **LON/00BG/HMB/2018/0001**

Property : **21 Geere Road, E15 3PN**

Applicant : **Mr Vitalie Stefanet**

Respondent : **Mr Glendon Malcolm**

Present at hearing : **Mr Stefanet, Mr Faruk (Counsel
for Mr Malcolm), Mr Glendon
Malcolm**

Type of Application : **Rent Repayment Order – s.43
Housing and Planning Act 2016**

Tribunal : **Mr M Martyński (Tribunal Judge)
Ms S Coughlin
Mr C Piarroux**

Dates of Hearing : **21 & 25 September 2018**

Date of Decision : **16 October 2018**

DECISION

Decision summary

1. The tribunal finds that the Respondent has, beyond all reasonable doubt, committed the following offences:-
 - (a) 15 June 2017: An offence under S.1(3A) Protection from Eviction Act 1977 ('the 1977 Act')
 - (b) 7 July 2017: An offence under S.1(3A) of the 1977 Act
 - (c) 29 July 2017: An offence under S.1(3A) of the 1977 Act
 - (d) 4 September 2017: An offence under S.1(3A) of the 1977 Act
 - (e) 5 September 2017: An offence under S.1(2) of the 1977 Act
2. The tribunal did not consider that the Applicant had proved beyond reasonable doubt that the Respondent had committed the other offences alleged.
3. The tribunal makes a Rent Repayment Order against the Respondent in the sum of £1,185.00.
4. The Respondent must also pay to the Applicant a sum of £300.00 in respect of the fees that he has paid to the tribunal.
5. The total sum of £1,485.00 must be paid by the Respondent to the Applicant within 28 days of the date of this decision.

Background

6. 21 Geere Road ('the Property') is a house owned by the Respondent and his wife and let to various individuals. It is a House in Multiple Occupation ('HMO'). At all relevant times the Respondent held a relevant licence for the letting of the Property as an HMO.
7. The Applicant took a tenancy of a room in the Property by way of a tenancy agreement dated 17 June 2016. The agreement is for the period 17 June 2016 to 17 December 2016. The agreement purports to be a 'Lodger Agreement'. The agreement appears to provide that gas, electric, water and Council Tax are excluded from the rent of £500 per month. However, it appears that these items were included in the rent (neither party disputed this).
8. The agreement states that the owner of the Property is the Respondent and that he lives in the Property. There did not appear to be any serious suggestion that this was in fact the case. It was agreed that a room at the Property was kept free, but there was no serious suggestion on the part of the Respondent that either he or any other member of this family lived at the Property.

9. During the Applicant's occupation of the Property there were three other tenants living there and all tenants shared cooking and washing facilities.
10. Prior to the end of the fixed term of the Applicant's agreement, the Respondent went to stay in Jamaica leaving his sons in charge of the Property. There is no dispute that, after the Applicant refused to leave the Property at the end of the term of his tenancy agreement, on 19 December 2016 he was evicted by the Respondent's sons by way of the locks being changed. The Applicant obtained an injunction order from the County Court and was only re-admitted to the Property on 24 December 2016. This eviction is not directly relevant to these proceedings because these proceedings concern the 2016 Housing and Planning Act and the relevant part of that Act was not in force at the time.
11. The Applicant left the Property of his own accord on 20 January 2018.
12. Over the course of the tenancy, the rent due amounted to £10,050. The Applicant paid and the Respondent accepted rent only during the period June to October 2016 totalling £2500 plus a £500 deposit. After October 2016, no further rent was actually paid.

The application

13. The Applicant's application is dated 25 May 2018. In the application the Applicant sought a Rent Repayment order of £6,000. The application was based on assertions that the Respondent had committed the following offences:
 - 15 June 2017:* Respondent assaulted Applicant in the kitchen
 - 7 July 17-Jan 2018:* Applicant deprived of use of the back garden
 - 29 July 2017:* The lights in the kitchen were turned off
 - 11 August 2017:* Respondent's son intimidated Applicant
 - 4 September 2017:* Electricity cut off for one hour and Applicant threatened by Respondent
 - 5 September 2017:* Unlawful eviction for 2 hours
 - 23 September 2017:* Applicant harassed by Respondent's son
 - 24 September 2017:* Applicant harassed by Respondent's son and falsely imprisoned for three hours
 - October 17 – Jan 18:* Heating repeatedly cut off
 - January 2018:* Failure to comply with an Improvement Notice.
14. At the outset of the hearing we made the following two rulings on the application.
15. First, the Respondent's legal representative made an application to strike out the application on the ground that no rent had been paid for the 12 months prior to the Applicant's application to the tribunal. The Respondent's application was misconceived. The relevant period during which rent can be claimed is 12 months prior to the date of the offence [s.44 Housing and Planning Act 2016 ('the Act')]. Therefore, the potential period for a Rent Repayment Order is June 2016 onwards.

16. Second, the maximum amount of rent which the Applicant could claim was limited to £3,000 (£2,500 rent paid plus £500 deposit which was, according to the Respondent's evidence, put towards unpaid rent). The Act clearly states that the amount of rent which can be the subject of an order is rent *paid* [s.44(2)]. Rent offered but not accepted by a landlord was not rent paid and could not be the subject of an order.

The evidence

17. Both the Applicant and the Respondent made witness statements and both gave oral evidence to the tribunal under oath. The Applicant provided a number of audio and video recordings to support his allegations.
18. During the first day of the hearing it became apparent that, although the Applicant had provided copies of the recordings on a flash drive to the Respondent, the Respondent's legal representative had not been able to access the audio files. We offered the Respondent an adjournment to listen to the evidence. The Respondent however decided to continue with the hearing and to listen to the recordings during the lunch period on the first day and then during the break (3 days) between the first day and the adjourned second day of the hearing. On the second day of the hearing the Respondent's representative indicated that he had had a chance to listen to the recordings.

15 June 2017

19. In his witness statement and oral evidence, the Applicant alleged that on this day he was in the kitchen preparing food and that the Respondent came in and switched off the light and swore at and insulted the Respondent and "*frightened me with physical offence*". The Applicant further alleged that he was chased into the garden and was threatened by the Respondent who had a brick in his hand. The Applicant alleged that the food preparation area of the kitchen could be quite dark during the day.
20. The Applicant recorded some of the proceedings on that day and we listened to the recording. We heard the Respondent shouting in an aggressive manner. The Respondent calls the Applicant a 'parasite'. We heard the Respondent then shout "*I shall knock you fucking out*".
21. The Respondent's account of this event is that he had visited the house during the day and found that the Applicant had "*turned all the lights on*". He said that he tried to explain that since it was daytime there was no need for the light and that he switched the light off. He denied swearing at the Applicant or physically attacking or frightening him.

July 2017 to January 2018 – use of garden

22. The Respondent says in his witness statement:

I admit that due to the Applicant's behaviour I felt I had no choice but to prevent him using the garden. The Applicant intentionally left the back door open in order that the kitchen was cold despite the heating being on. The Applicant would also throw rubbish and food belonging to the other residents into the garden and the neighbouring garden. This he did in order to attract foxes to the Property. The complaints I received from neighbours stopped when I prevented the Applicant having access to the garden.

23. The Respondent did not produce any evidence from neighbours, other tenants or anyone else in support of his allegations. The Respondent's licence to operate an HMO contains various conditions including record keeping from inspections at least every three months and detailed conditions regarding the recording of and dealing with anti-social behaviour. The Respondent produced no evidence that he had complied with these licence conditions and produced no written (contemporaneous or other) records of the behaviour alleged.
24. The allegations were denied by the Applicant.

29 July 2017

25. In his witness statement and oral evidence, the Applicant alleged that on this day he was in the kitchen preparing food and that the Respondent came in and switched off the light. The Applicant recorded some of the proceedings on that day and we listened to the recording. We heard the Respondent call the Applicant a 'sponger' and we heard him say; "*you're not paying for light, you're living free*". We heard the Applicant say; "*please leave me alone, let me cook*".
26. The Respondent's account of this event is that he had visited the house during the day and found that the Applicant had turned the kitchen light on, he turned them off. His witness statement continues;

It will be appreciated that under the tenancy agreement the landlord pays for all electric use. The Applicant's behaviour in turning all the lights on was intended to cause me the greatest expense.

11 August 2017

27. We need to say very little regarding this allegation for the reasons given in the 'Decision' section below. The Applicant alleged that the Respondent's son, Melford, intimidated him by standing in a narrow corridor at the Property thus preventing the Applicant from going to his room.
28. We listened to a recording of this incident. From that recording it is clear that the Applicant considered that Melford was blocking his access. At one stage, when referring to the parties touching each other if the Applicant attempted to get past Melford, Melford says; "*If you push past me then we've got something on a completely different level*".

4 September 2017

29. The Applicant stated that he was in his room during the day reading. As his room was quite dark, he had the light on. The Respondent called at the Property and objected to him having the light on during the day. The Respondent then cut the electricity supply for over an hour. The Applicant asked the Respondent to restore the electricity. The Applicant alleges that the Respondent, who was downstairs by the central switch board had a piece of wood from a kitchen chair and stated; *“Come downstairs and switch the electricity on if you want me to smash you”*.
30. We listened to a recording of this incident. We clearly heard the Respondent say; *“Turn the light off and I put the electric back on”*. The Respondent’s legal representative drew our attention to another recorded statement made by the Respondent when he confirmed that the electricity had been off for over an hour. The Respondent goes on to say; *“we can make it ten hours if you like”*.
31. The Respondent said the following in his witness statement:

I am at a complete loss to understand what the Applicant is alleging.....He states he was in his room and then refers to his dark room. I deny switching any electricity off. I also deny the remainder of the allegations.....

5 September 2017

32. The Applicant alleged that on this day, he returned to the Property to find that the lock to his door had been changed. The Respondent was sitting in his car outside the Property. The Applicant stated; *“The Respondent however chose to deny access back into the said room and categorically refused to give the key of the changed lock....”*. The Applicant further alleged that the Respondent told him that he would lock him inside the Property next time. The new key for the lock was provided after a couple of hours.
33. In the Applicant’s audio recording of this incident we heard the Respondent say; *“When you ready to come and speak to me you can get into the room”*.
34. In his witness statement, the Respondent gave the following explanation:

As the landlord of the Property I considered myself entitled to have a spare key for each of the rooms occupied by various residents.....I asked him [the Applicant] to let me have the key so that I could cut a spare but he refused.....I arranged for the locks on the Applicant’s room to be changed and waited outside for him to come home in order to give him the new key. On his arrival I called him over to explain what had happened and that I had to change the lock to his room, but he ignored me. He then went inside the Property only to find that he obviously could not gain access to

his room. When he came back out of the Property I again made several attempts to speak to him but he refused to talk to me.

23 & 24 September 2018

35. We will say very little regarding these allegations for the reasons given in the 'Decision' section below. The Applicant alleged that the Respondent's son, Melford, intimidated him in his room (23rd) and then locked him in his room (24th) for approximately 3 hours.
36. We watched video recordings of both incidents showing Melford shouting at the Applicant and clearly showing Melford taking the key from inside the lock as he was leaving the Applicant's room and then going out and locking the door behind him, thus locking the Applicant in his room.

October 2017 – January 2018 - heating

37. The Applicant alleged that at various times the heating was cut off. There was no dispute that a wooden structure had been built around the boiler in the Property by the Respondent. The Applicant produced video evidence demonstrating that on various occasions the heating would not come on. The Applicant showed us various written requests made to the Respondent to turn the heating on and stated that he had verbally requested the Respondent to put on the heating. In his witness statement the Applicant stated: "*The heating in the Property had never been turned on towards the end of my tenancy for over 3 months*".
38. The Respondent denied withholding heating. He said that the wooden structure had to be put round the boiler to stop the Respondent from tampering with it. Despite this, according to the Respondent, the Applicant still managed to tamper with it and he had to call out a heating engineer – there was no corroborative evidence of this and no note, contemporaneous or otherwise, made by the Respondent.

The issue of payment of rent

39. We did not feel that we got to the bottom of this issue even after hearing both parties at length and questioning them.
40. From the evidence, it appears to us that the problem came when the Respondent was leaving for Jamaica towards the latter part of 2016. He told the Applicant that his sons would be looking after the Property and collecting rent. The Applicant for his part was unhappy at the Respondent's insistence on payment of rent in cash. He wanted an address for the Respondent and also wanted to see his bank statements. He did not accept the Respondent's oral assertion that his sons were his agents, he wanted something in writing. From this point there appears to be a stand-off in terms of rent payment. The Applicant is willing to pay,

but on condition, the Respondent is not willing to meet the Applicant's terms.

The law

41. The Applicant is able to claim back rent paid to the Respondent for any 12-month period ending with the commission of a relevant offence. For our purposes the relevant offences are in the Protection from Eviction Act 1977, the relevant parts of that Act are as follows:

1.— Unlawful eviction and harassment of occupier.

(1) In this section "*residential occupier*", in relation to any premises, means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and had reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—

(a) to give up the occupation of the premises or any part thereof; or

(b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts [likely] to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(3A) Subject to subsection (3B) below, the landlord of a residential occupier or an agent of the landlord shall be guilty of an offence if—

(a) he does acts likely to interfere with the peace or comfort of the residential occupier or members of his household, or

(b) he persistently withdraws or withholds services reasonably required for the occupation of the premises in question as a residence, and (in either case) he knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right or pursuing any remedy in respect of the whole or part of the premises.

(3B) A person shall not be guilty of an offence under subsection (3A) above if he proves that he had reasonable grounds for doing the acts or withdrawing or withholding the services in question.

(3C) In subsection (3A) above "*landlord*", in relation to a residential occupier of any premises, means the person who, but for—

(a) the residential occupier's right to remain in occupation of the premises, or

(b) a restriction on the person's right to recover possession of the premises, would be entitled to occupation of the premises and any superior landlord under whom that person derives title.

42. The right to a Rent Repayment Order is set out in the Housing and Planning Act 2016, the relevant parts of which are as follows:

40 Introduction and key definitions

- (1) This Chapter confers power on the First-tier Tribunal to make a rent repayment order where a landlord has committed an offence to which this Chapter applies.
- (2) A rent repayment order is an order requiring the landlord under a tenancy of housing in England to—
- (a) repay an amount of rent paid by a tenant, or
- (b) pay a local housing authority an amount in respect of a relevant award of universal credit paid (to any person) in respect of rent under the tenancy.
- (3) A reference to “*an offence to which this Chapter applies*” is to an offence, of a description specified in the table, that is committed by a landlord in relation to housing in England let by that landlord.

	Act	section	general description of offence
1	Criminal Law Act 1977	section 6(1)	violence for securing entry
2	Protection from Eviction Act 1977	section 1(2) , (3) or (3A)	eviction or harassment of occupiers
3	Housing Act 2004	section 30(1)	failure to comply with improvement notice
4		section 32(1)	failure to comply with prohibition order etc
5		section 72(1)	control or management of unlicensed HMO
6		section 95(1)	control or management of unlicensed house
7	This Act	section 21	breach of banning order

(4) For the purposes of subsection (3), an offence under section 30(1) or 32(1) of the Housing Act 2004 is committed in relation to housing in England let by a landlord only if the improvement notice or prohibition order mentioned in that section was given in respect of a hazard on the premises let by the landlord (as opposed, for example, to common parts).

43 Making of rent repayment order

- (1) The First-tier Tribunal may make a rent repayment order if satisfied, beyond reasonable doubt, that a landlord has committed an offence to which this Chapter applies (whether or not the landlord has been convicted).

44 Amount of order: tenants

- (1) Where the First-tier Tribunal decides to make a rent repayment order under section 43 in favour of a tenant, the amount is to be determined in accordance with this section.
- (2) The amount must relate to rent paid during the period mentioned in the table.

<i>If the order is made on the ground that the landlord has committed</i>	<i>the amount must relate to rent paid by the tenant in respect of</i>
an offence mentioned in row 1 or 2 of the table in section 40(3)	the period of 12 months ending with the date of the offence
an offence mentioned in row 3, 4, 5, 6 or 7 of the table in section	a period, not exceeding 12 months, during which the landlord was

If the order is made on the ground that the landlord has committed

the amount must relate to rent paid by the tenant in respect of

40(3)

committing the offence

(3) The amount that the landlord may be required to repay in respect of a period must not exceed—

(a) the rent paid in respect of that period, less

(b) any relevant award of universal credit paid (to any person) in respect of rent under the tenancy during that period.

(4) In determining the amount the tribunal must, in particular, take into account—

(a) the conduct of the landlord and the tenant,

(b) the financial circumstances of the landlord, and

(c) whether the landlord has at any time been convicted of an offence to which this Chapter applies.

Decisions

15 June & 29 July 2017

43. We consider, beyond all reasonable doubt, that the Respondent; (a) unreasonably turned off the lights; (b) harassed the Applicant; (c) threatened the Applicant (verbally rather than physically). All of this was clearly recorded by the Applicant. We consider that these are offences pursuant to s.1(3)(A) of the Protection from Eviction Act 1977 ('the 1977 Act').
44. We consider that these were acts likely to interfere with the Applicant's peace and comfort and that the Respondent had reasonable cause to believe that his conduct was likely to cause the Applicant to give up occupation or refrain from exercising his right to use the Property and its facilities.
45. We do not consider that the Respondent had any reasonable excuse for his behaviour for the following reasons;
- (a) The Applicant was entitled to have the lights on, it was a reasonable use of the Property and the electricity was included in his rent
 - (b) The Respondent has completely failed to properly manage the Property in accordance with his license. He has failed to make any record of any alleged anti-social behaviour or to take any reasonable steps in relation to such behaviour.
 - (c) If the Respondent considered that there was any unreasonable behaviour on the part of the Applicant he failed to;
 - (i) Give him any written notification or warnings
 - (ii) Take any (proper) legal action

7 July 2017 – January 2018 – Back garden

46. By his own admission, the Respondent prevented the Applicant from using the back garden. If the Respondent had real concerns or evidence that the Applicant was misusing the garden, there would have been a

proper, lawful, course to follow. The Respondent chose to act summarily and unlawfully.

47. We consider that these were acts likely to interfere with the Applicant's peace and comfort and that the Respondent had reasonable cause to believe that his conduct was likely to cause the Applicant to give up occupation or refrain from exercising his right to use the Property and its facilities. We therefore consider that this is an offence pursuant to s.1(3)(A) of the 1977 Act.
48. For the reasons given above, we do not consider that the Respondent had any lawful excuse for his actions.

11 August, 23 & 24 September 2017 – Harassment by Respondent's son

49. We have no doubt that the incidents described above amounted to harassment on the part of Melford Malcolm and that they constituted offences under the 1977 Act. However, in order to trigger the Rent Repayment provisions of the 2016 Act, it is the landlord who needs to commit the offence. We are not satisfied that there is sufficient evidence to demonstrate that Melford was the landlord or that his acts were done at the direction of the Respondent.

4 September 2017

50. We are satisfied beyond all reasonable doubt that the Respondent did turn off the electricity as alleged. We consider that this is an offence pursuant to s.1(3)(A) of the Protection from Eviction Act 1977 ('the 1977 Act').
51. We consider that this was an act likely to interfere with the Applicant's peace and comfort and that the Respondent had reasonable cause to believe that his conduct was likely to cause the Applicant to give up occupation or refrain from exercising his right to use the Property and its facilities.
52. We do not consider that the Respondent had any reasonable excuse for his behaviour for the reasons given above.

5 September 2017

53. We are satisfied beyond all reasonable doubt that on this day, albeit for a limited period of time, the Respondent unlawfully evicted the Applicant and committed an offence under s.1(1) of the 1977 Act. It is clear that the Respondent changed the lock on the door to the Applicant's room, it is also clear that the Respondent was only prepared to give the Applicant the new key on condition that the Applicant came to speak to him. The Applicant was entitled to the key unconditionally.

October 2017 – January 2018

54. We are not satisfied beyond all reasonable doubt that the Respondent cut off the heating as alleged.
55. It was confirmed at the hearing that the boiler served the entire Property with heating. We find it difficult to believe that the Respondent would have stopped the heating to the Property completely because this would have affected not only the Applicant, but also the other residents in the Property. The Respondent pointed to the fact that there was a switch for the supply of electricity to the boiler which was outside of the wooden structure built round the boiler. The Respondent told us that the boiler was not on a timer and that, although it was on a key meter, he kept this topped up. We accept the Applicant's evidence that he was without heating from time to time but we are not satisfied, to the criminal standard of proof, that the Respondent was guilty of specifically cutting the heating to the Property.

Failure to comply with Improvement Notice

56. The Applicant agreed that this was an Improvement Notice served under the Health and Safety at Work etc. Act 1974. It was not a notice served by the local authority under the provisions of the Housing Act 2004 and non-compliance with the notice is not therefore an offence that can be taken into account in considering a Rent Repayment Order.

The amount of the order

57. In deciding the amount of the order, we have taken into account the behaviour of the parties.
58. The Applicant alleged that the Respondent had misbehaved in ways other than as set out above as follows;
 - (a) Installing hidden CCTV cameras (admitted)
 - (b) Failing to provide a gas safety certificate
 - (c) Failure to put smoke alarm in the kitchen
 - (d) Failing to provide fire-fighting equipment
 - (e) No energy performance certificate
 - (f) Keeping refuse in the back garden
 - (g) Failing to deal with rats
 - (h) Mould in the kitchen and bathroom
 - (i) Failure to protect deposit
 - (j) Exceeding maximum amount of households as per HMO licence
 - (k) Failure to display information regarding the manager of the HMO
 - (l) Failing to tidy up after works
 - (m) Failure to deal with the Applicant's complaints of ASB on the part of the other residents
 - (n) Maintaining that the Applicant was a lodger rather than tenant
 - (o) Not giving proper notice of inspections
59. The Respondent also complained of the Applicant's behaviour, although he gave very little detail on this. He complained in general that the Applicant upset all the other residents and shouted at the female

resident. He also complained that he removed the smoke alarm from the kitchen and that he put used toilet paper behind the radiators and that he splashed water around the bathroom. However, as we have noted above, the Respondent did not comply with the terms of his license which required him to record alleged anti-social behaviour and to deal with it appropriately. There was no independent verification for the Respondent's allegations.

60. At the hearing the Respondent gave us details of his relevant outgoings (averaged by us where necessary) for the period in question which are as follows:

Gas & electric	£115.00 pm	
Council tax	£112.00 pm	
Water rates	£38.76 pm	
Buildings insurance	£34.94 pm	
Maintenance	£10.00 pm	
HMO licence fee	£40.00 pm	
<i>Total</i>		<i>£350.70 pm</i>

We have taken the total amount and multiplied it for the period of 6 months [which is the equivalent period to the rent actually paid (£3000)] to arrive at a figure of £2104.20. We then looked at the rents being charged for the rooms which were as follows:

£350.00
£375.00
£450.00
£500.00
£1675.00

The Applicant's room, based on rents, would have borne 29.85% of the expenses – this would reduce the expenses to £628.10.

The amount of rent actually paid by the Applicant during the period in question was £3,000. Deducting the share of expenses attributable to the Respondent's room gives us a net total of £2371.89.

61. We have arrived at a figure of £1185.00 for the Rent Repayment Order which is (after rounding) 50% of the rent actually paid. We have done this taking into account the non-payment of rent over the entire period of the tenancy – the rent due over the entire period being £10,050 – taking into account the amount of the Rent Repayment Order, the Applicant will have ended up having paid approximately 15% of the rent due over the period of the tenancy (or if looking at a 12-month period, approximately 25% of the rent) which appears to be appropriate given the very serious behaviour on the part of the Respondent.

Mark Martyński, Deputy Regional Tribunal Judge
16 October 2018

ANNEX - RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.