Y TRIBIWNLYS TIR AMAETHYDDOL YNG NGHYMRU

AGRICULTURAL LANDS TRIBUNAL WALES

Reference: ALT 06/2017

Tribunal: Dr Christopher McNall (Chairperson)

Applicant: Mr John Elwyn Evans

Respondent: Bodorgan Properties (CI) Limited

Property: Treiddon, Bodorgan, Aberffraw, Anglesey

Date of Hearing: 10 July 2018 (hearing held by telephone)

Representation: Dr Nerys Llewellyn Jones, Solicitor, of Agri Advisor Solicitors, Pumsaint, for Mr John Elwyn Evans

Ms Catherine Taskis, Counsel, instructed by Lanyon Bowdler LLP, Solicitors, Hereford, for Bodorgan Properties (CI) Limited

DECISION

1. I have decided not to extend time to allow the Respondent to deliver its Reply (dated 22 December 2017) to the Tribunal in response to the Applicant's application (dated 14 July 2017) to succeed to the tenancy of his late father. The full reasons for this decision are set out below.

REASONS

The background

2. By way of a tenancy agreement dated 25 November 1959, the holding was let to the Applicant's father, William John Evans. He died on 18 April 2017.

3. On 14 July 2017, John Elwyn Evans ('**Mr Evans**') applied (by way of Form TA-10) to the Tribunal for a direction under sections 39(1) and 41 of the Agricultural Holdings Act 1986 ('**the 1986 Act**') giving him entitlement to succeed to his father's tenancy. That application was made in time.

4. Mr Evans' application form gave the landlord's address as '3rd floor, Conway House, 7-9 Conway Street, St Helier, Jersey JE2 3NT' (**'the First Address'**).

5. That is the same address which was given as the landlord's address in a landlord's Notice to Quit given under Case G of Schedule 3 Part I of the 1986 Act on 15 June 2017 (i) to Mr Evans as his father's personal representative and (ii) to the Public Trustee (**'the Case G Notice'**). The Case G Notice was signed by Lanyon Bowdler, as the landlord's solicitors and agents.

6. In Section 10 of his Form TA-10, the Applicant said that he had notified the landlord of his application, having sent notification to the landlord, and the landlord's agents, 'being Lanyon Bowdler LLP ... and Estate Office, Bodorgan, Anglesey'.

7. On 7 August 2017, the Tribunal wrote to the landlord at the First Address, enclosing both a copy of Mr Evans' application, and a form TA-11 (Succession on Death). The Tribunal's letter of 7 August 2017 included the following passages:

> *"If you wish to oppose the Application you must, within one month, reply in duplicate to this office in accordance with the enclosed form TA-11 (Succession on Death). Should a Reply not be received within one month you may not be entitled to oppose the Application...."*
>
> *"The procedure of this Tribunal, including the general provisions as to Applications and replies, is governed by the Agricultural Land Tribunals (Rules) Order 2007"* (**'the 2007 Rules'**)

8. The Tribunal's letter of 7 August 2017 was not returned to the Tribunal as undelivered.

9. On 24 August 2017, the Tribunal wrote again to the landlord at the First Address. The Tribunal's letter included the following passage:

> *"I would like to remind you that in my letter dated 7 August 2017, I informed you that if you wished to reply to the above Application on Form TA11, your reply must be received by me within one month, i.e., not later than 7 September 2017".*

10. The Tribunal's letter of 24 August 2017 was not returned to the Tribunal as undelivered.

11. On 6 September 2017, the landlord's solicitors wrote by email to the Tribunal as follows:

> *"Thank you very much for your email yesterday enclosing copies of your letters dated 7 August 2017 and 24 August 2017 sent directly to my client at Conway House, St Helier, Jersey. As advised, neither of these letters have reached my client and were therefore seen for the first time yesterday, following our email.*
>
> *In the circumstances, would you kindly take this letter as a formal request to the Chairman pursuant to section 51 of [the 2007 Rules] for an extension of time to comply.*
>
> *[...]*
>
> *Should you have any questions please do not hesitate to contact me, otherwise I look forward receipt (sic) of the Chairman's decision in due course"*

12. That application was placed before me, and I dealt with the matter without a hearing.

The First Decision

13. By way of a decision released to the parties on 19 October 2017, I dismissed the application in the following terms ('**the First Decision**'):

> *"1. By way of a letter dated 6 September 2017, received by the Tribunal on 8 September 2017, the Respondent, through its legal representatives, asks for an extension of time, pursuant to Rule 51 of the Agricultural Lands Tribunal (Rules) Order 2007: SI 2007/3105*
>
> *2. I dismiss that application for the following reasons.*
>
> *3. Rule 51 allows the Tribunal to vary time limits, 'where [the Tribunal] considers that it would not be reasonable to expect or have expected compliance within the time limit'.*
>
> *4. The underlying substantive application results from the death of William John Evans on 18 April 2017. An in-time application to succeed to his tenancy was received by the Tribunal on 17 July 2017.*

5. *On 7 August 2017, the Tribunal wrote to the Respondent, at its registered office in Jersey, informing it of the same, giving it one month to respond to oppose that application.*

6. *There was a further letter on 24 August 2017.*

7. *The Respondent's time expired on 7 September 2017. The application for an extension of time was in-time, although only by a day or so. The applicant did not state how much time it sought in order to compose a response.*

8. *I am not satisfied that the Respondent's reason for not responding within-time is a good one. Its representatives state that neither of the Tribunal's letters reached the Respondent. I do not understand why that should be so. It is not said that the Tribunal used the wrong address. The Tribunal's correspondence was sent in the ordinary course of the post. There is a presumption of service, until and unless the contrary is proved: section 7 of the Interpretation Act 1978. A bare assertion of non-receipt by a limited company is insufficient to displace the presumption of service.*

9. *For these purposes, the fact that the Respondent company is domiciled in the Channel Islands makes no difference. I am not provided with any information as to its staffing or its other arrangements in Jersey, or any information as to how its post is dealt with once received in Jersey.*

10. *In its letter of 14 September 2017, the Applicant states that, whatever the Tribunal did, the Applicant also sent copies of the Application, by way of courtesy, to the Respondent. No mention of this is made by the Respondent's representatives in their letter.*

11. *But, and in any event, no response has been received. Even taking the Respondent's own case at its most favourable, the Respondent knew of the application by 5 September 2017 at the latest. That is now 6 weeks ago. Nothing has been heard in the meanwhile from the Respondent. The Respondent knew that it was late; and knew that an extension of time would be required.*

12. *It was not reasonable for the Respondent to rest on its oars waiting for a response from the Tribunal 'in due course' to its letter*

of 6 September 2017 before preparing a formal response to the application".

14. The First Decision was not appealed.

15. Instead, on 22 December 2017 (that is to say, just over 2 months after the First Decision was issued) the landlord provided the Tribunal with a Reply on Form TA-11 together with a covering letter from its solicitors.

16. The covering letter says, inter alia:

> *"Following the death of the tenant on 18 April 2017, my firm, on behalf of the landlord served a Notice to Quit pursuant to Case G … giving the landlord's address as 3rd floor, Conway House, 7-9 Conway Street, St Helier, Jersey being, at that time, the Company's registered office. However the Company changed its registered office to 35-37 New Street, St Helier, Jersey JE2 2RA, moving in on 3 July 2017. The letter from the Tribunal was sent to Conway Street on 7 August 2017 but not seen by the landlord until some time later. The above is given by way of explanation rather than excuse."*

17. At this point, I note that the covering letter neither addresses nor answers some of the issues which were raised in the First Decision. It makes no mention at all of the Tribunal's letter dated 24 August 2017; nor any mention of the circumstances in which the Tribunal's letter of 7 August 2017 came to be 'seen by the landlord' – who actually saw it (bearing in mind that the landlord is a legal person which operates through natural persons), by what means it was 'seen', and when. Nor is there any corroborative evidence as to when the landlord changed its registered address, or its post-handling arrangements when it did so.

18. The landlord's solicitors did not identify what Rule they were seeking to rely upon in support of their application.

19. On 26 January 2018, the Tribunal wrote and asked if the landlord wanted the matter to be dealt with at a hearing. On 23 February 2018, the landlord responded that it did.

20. On 18 April 2018, the landlord filed a witness statement from Mr Timothy Carlile Bowie, the Estate Manager at Bodorgan Estate, dated 4 April 2018.

The parties' arguments

21. On 4 June 2018, I directed that there be a hearing. That hearing took place by telephone. Both parties filed skeleton arguments in advance of the hearing, and I am grateful to Ms Taskis and Dr Llewellyn-Jones for their written and oral submissions.

22. The Landlord invites the Tribunal to exercise its discretion by granting an extension of time to 22 December 2017. In summary, the Landlord argues:

    22.1 The present application is brought under Rules 4(5) and 51 of the 2007 Rules;

    22.2 The landlord accepts that it had been notified of the Applicant's intention to make an application to the Tribunal, having been sent a copy *by the Applicant's solicitors* on 14 July 2017;

    22.3 But, by virtue of its non-receipt of the Tribunal's letters dated 7 August 2017 and 24 August 2017, the landlord had no notification *from the Tribunal* that the application had in fact been made and received, as required by Rule 3(2) of the 2007 Rules, and therefore time did not begin to run against the landlord;

    22.4 Time did not begin to run against the landlord on 5 September 2017 (which would have run out on 5 October 2017) because any such 'putative deadline' was 'superseded' by the landlord's making of its application on 6 September 2017 to extend time;

    22.5 There is no presumption of service. Section 7 of the Interpretation Act 1978 does not apply, and in any event any such presumption is rebutted by the evidence of non-receipt from Mr Bowie;

    22.6 It is unfair to criticise the Landlord for not requesting any particular period for the extension which it sought on 6 September 2017;

    22.7 The Applicant did not supply all relevant documentation to the Tribunal until 23 March 2018;

    22.8 No hearing has yet been listed, and there is no identified prejudice to the Applicant which cannot be adequately compensated in costs.

23. The Applicant opposes the application. In summary, the Applicant's position is this:

23.1 An application under Rule 51 to extend time to deliver a Reply has already been made, and dismissed;

23.2 The present application is, in substance even if not in form, one made under Rule 32 - namely, an application for a review of the First Decision – and, as such, needed to be delivered to the Secretary within 28 days of the First Decision. An application on 22 December 2017 was more than 28 days after the First Decision, and hence was time-barred;

23.3 In any event, none of the conditions for a review set out in Rule 32(1)(a)-(d) were met;

23.4 Section 48(1) of the Landlord and Tenant Act 1987 is applicable, and provides that the landlord was obliged to notify the Applicant of its change of address, and did not do so;

23.5 Even if the Landlord is not permitted to deliver a Reply, the Applicant will nonetheless still have to satisfy the Tribunal that he is eligible and suitable.

Discussion

24. The landlord did not, in its covering letter, identify which Rule or Rules it considers appropriate. But in her helpful and comprehensive Skeleton Argument, Ms Taskis says '*The immediate application before the Tribunal is an application by R for an extension of the time appointed by the 2007 Rules for the delivery to the Tribunal of a reply to A's application*".

25. She goes on to say as follows: "*On 22 December 2017 R submitted to the Tribunal a reply to A's application which included, by virtue of Rule 4(5), a (further) application to extend time for making this reply. This is the application presently before the Tribunal. R seeks an extension of the relevant time to 22 December 2017'*, and she draws my attention to Rule 51.

26. It is correct that this is a 'further' application, but only in the sense that it is a second application. I do not consider it to be a further application of the same kind as the one previously dealt with. The application of 6 September 2017 was an application for an extension of time which engaged Rule 4(6)(a) - no reply had been received by the Tribunal, and the application was one for an extension of time to file a reply.

27. Rule 4 deals with 'Action by respondent on receipt of an application'.

28. Rule 4(5) reads that "*A reply which is delivered to the Secretary after the time appointed by paragraph (3) which contains the respondent's reasons for the delay must be treated as including an application for an extension of time so appointed*".

29. I consider that this is appropriately characterised as an application under Rule 4(5) rather than an application for a review under Rule 32, or a second application under Rule 4(6)(a).

30. No further guidance is given in Rule 4 as to the principles to be applied to a Rule 4(5) application. But Ms Taskis goes on to identify Rule 51, and submits that I should consider whether (as Ms Taskis puts it, 'in all the circumstances', although this is not part of the wording of Rule 51) it is reasonable for the landlord not to have complied with an earlier time limit. I consider that the correct approach is to consider the test set out in Rule 51 rather than some wider or different test. I do not see why the test in Rule 51, when applied to an application under Rule 4(5), should be different to the test in Rule 51 when applied to an application under (for example) Rule 4(6)(a).

31. The primary time limit for giving a Reply is one month from the date on which the application was delivered to the Respondent by the Secretary: Rule 4(2).

32. The obvious purpose of the primary time limit is to let the Applicant and the Tribunal know, at an early stage, whether the Application is going to be opposed by the landlord, and, if it is, on what basis. That not only allows the Applicant to know where he or she stands, but it also allows the Tribunal to identify the issues which are in dispute, and to take whatever steps it considers appropriate to manage the Application, bearing in mind the Tribunal's overall caseload, and its obligation to allocate an appropriate share of its resources to the Application.

33. That purpose is consistent with the primary legislation (the Agricultural Holdings Act 1986) whereby applications to succeed on the death of a tenant must be made with particular urgency. The applicant must apply within 3 months of the day after the tenant's death (AHA 1986 s 39(1)). That deadline is inflexible and cannot be extended by the Tribunal.

34. Given that Rule 4(5), read in the light of Rule 51, is the appropriate Rule, then my task is simply to assess whether it would have been reasonable

to expect or have expected compliance (that is to say, the filing of a reply) within the time limit.

35. Ms Taskis sought to argue that no time had yet begun to run against her client at all, by virtue of the alleged non-receipt of the Tribunal's correspondence in August 2017.

36. I reject that argument. What follows are my reasons for rejecting that argument.

A. Delivery

37. I am satisfied that the Tribunal delivered the application to the Respondent under cover of the Tribunal's letter dated 7 August 2017.

38. I am satisfied that the Tribunal's letters of 7 August 2017 and 24 August 2017 were sent to the First Address, and that the Tribunal discharged its obligations under Rule 3. Indeed, the Tribunal went further than it needed to because there is no obligation on the Tribunal to send a reminder letter, as it did here. Nor, insofar as may be suggested otherwise (and this point was not pressed on me by Ms Taskis) did the Tribunal need to 'double-check' the landlord's address given on the Application Form.

39. Neither letter was returned to the Tribunal.

B. The change of address

40. I do not consider the landlord's change of address, in and of itself, and without more, is a good reason to extend time in its favour in this case. The landlord is a company – that is to say, it is a legal person operating through natural persons. Its registered address is and always has been a matter exclusively within its knowledge and competence. It knows and always has known its registered address. It knows and always has known immediately of any changes of that address. It had the ability to make appropriate arrangements to ensure that post sent to its First Address would be forwarded to its new address by some means, or collected from the First Address.

41. The letter of 6 September 2017 simply says "*As advised, neither of these letters have reached my client and were therefore seen for the first time yesterday, following our email.*" That letter gave no reason for the alleged non-receipt, even though, if the landlord had indeed 'moved in'

in early July 2017, this fact had already at that point been known to it for over two months.

42. I raised this point in my First Decision (*"Its representatives state that neither of the Tribunal's letters reached the Respondent. I do not understand why that should be so. It is not said that the Tribunal used the wrong address."*). Even then, the landlord said nothing about its change of address until 22 December 2017. No reason is given as to why it did not raise the point on 6 September 2017, or why, not having done so then, it waited for over three months to do so.

43. But, even now, there is no independent, documentary, corroborative evidence as to the date upon which the landlord's registered address actually changed. Such evidence should be (and always has been) readily available to the landlord. The landlord asserts that such information is a matter of public record. That may well be, but no such public record has been put before me. No reason has been given to me as to why the landlord has not sought to resolve that point conclusively by putting forward a copy of the public record or its own documentation.

C. Alleged non-receipt

44. In any event, I am not satisfied as to the landlord's case on non-receipt. In my view, it does not make any difference whether section 7 of the Interpretation Act 1978 applies, or whether there is simply a presumption of receipt arising outside the 1978 Act. In either event, the landlord bears the burden of establishing non-receipt.

45. There is no evidence at all from any officer or employee of the landlord Company. There is no evidence from anyone who states that they authorised to give evidence on behalf of the landlord. Mr Bowie is not so authorised.

46. There remains a conspicuous absence of any evidence at all from anyone, including Mr Bowie, as to (i) the arrangements in place for the landlord's post in Jersey (whether at the First Address, or its new address); (ii) what was supposed to happen when the landlord moved and (iii) what did in fact actually happen.

47. In relation to non-receipt, I am asked to accept the evidence of Mr Bowie. I do not accept that it establishes what it is said to establish. Mr Bowie's evidence, even on its own terms, falls well short of establishing non-receipt. Mr Bowie is not based in Jersey. He is the Estate Manager at Bodorgan Estate, based on Anglesey. He is not even an employee of

the landlord. He is the employee of a different company – Meyrick Estate Management Limited.

48. Mr Bowie does not say, and hence I cannot assess, the source of his information and belief as to the landlord's registered address(es) or the date upon which the address changed. His evidence of the date of change is vague (*'on or about 3 July 2017'*).

49. There are other obvious inadequacies with his evidence. He refers to *'a letter'* from the Tribunal (in the singular) when the Tribunal in fact sent two letters – 7 August 2017 and 24 August 2017 – both of which were copied to the landlord's solicitors on 5 September 2017. Mr Bowie does not make clear which letter he is referring to.

50. Mr Bowie says that, on account of the change of address *'therefore the letter from the Tribunal was not seen'*. This is a very careful formulation which - with respect to Mr Bowie - does not squarely or adequately address the issue. The *'therefore'* is simply not good enough. I do not see, and there is no explanation, why *any* change of address – let alone the change of address in this case – should have meant that post was no longer being received, in the sense of actually coming into the hands of the landlord. I have not been told, even now, what the landlord's physical presence at its registered office was.

D. The passage of time

51. I reject the argument that the landlord's application of 6 September 2017 operated to 'stop the clock' as at 6 September 2017. Firstly, the landlord made no such submission on 6 September 2017. This is an entirely new argument which emerged only in Counsel's Skeleton Argument, months after the reply eventually appeared. Secondly, applications for extensions of time do not ordinarily operate in that way, and I was not directed to any Rule or authority which says that this application should have been treated in that way. Thirdly, it is telling that the landlord does not say when (if at all) the clock 're-started'.

52. The passage of time is a compelling feature of this case. By 19 October 2017, the landlord had already – even on its very best case, and irrespective of any question as to what had happened in August - had the application since 5 September 2017, when the Tribunal sent a further copy (i.e. about 6 weeks). About 6 weeks is already about 50% longer than the period of time ordinarily afforded to a landlord to file a reply. From 19 October 2017 to 22 December 2017 is even longer (two months). Overall, the landlord, even on its best case, had the application

to hand for 3 months and 17 days, or over three times the period ordinarily allowed under the Rules. In the context of litigation in parallel civil jurisdictions, delays of 28 days or thereabouts are often regarded as significant, and not endorsed by the courts. 3 months and 17 days is just far too long.

53. Some criticism is advanced of that part of the First Decision which refers to the landlord not being entitled to 'rest on its oars' before the emergence of the First Decision. Whilst this is not an appeal from the First Decision, and despite the tactful submissions of Ms Taskis in this regard, it seems to me that the observation (even put colloquially as it was) still holds good.

54. Even on its very best case, the landlord knew, as at 5 September 2017, that the application (which it accepts it had already seen, albeit from the Applicant, on or about 14 July 2017) had been issued, and knew that it had two days in which to respond in time. Even though the landlord did not meet that deadline, nothing (including the landlord's application of 6 September 2017) stood in the way of the landlord – in the weeks following 6 September 2017 – from sending a Reply to the Tribunal and then (as now) seeking to rely on Rule 4(5).

55. Likewise, and regardless of the filing of a reply, nothing stood in the way of the landlord seeking to file further evidence in support of its application of 6 September 2017. The formula adopted in its letter of 6 September 2017 ("*Should you have any questions please do not hesitate to contact me*") did not impose any duty on the Tribunal to revert to the landlord to seek further evidence. In short, the application was the landlord's to make, deploying such information and material as it saw fit. The application was not an invitation to the Tribunal to act as a detective.

55. I reject the argument that the landlord's delay was somehow brought about, as a matter of fact, by the First Decision. Responsibility for the landlord's inactivity during this period rests entirely with the landlord. If the landlord had formed the view that, in due course, a decision would be issued which inevitably would give it further time within which to file a reply then (i) there is no such Rule; (ii) no such expectation was engendered by the Tribunal; and (iii) the landlord has simply closed its eyes to the possibility that its application for an extension of time (which invited the Tribunal's discretion) would not be granted. If that was the case, then the landlord did not apparently recognise the risk that its application, which depended on the application of the Tribunal's discretion, would be declined. It did not seek to mitigate the risk by filing a Reply, or even any further evidence before 19 October 2017 so as to

bolster its application in circumstances where its application was obviously thin.

56. Even if the landlord were right about this, the dismissal of its Rule 4(6)(a) application did not stand in the way of it making an application under Rule 4(5). The context of the First Decision cannot be ignored. As at 19 October 2017, the landlord knew that the Tribunal had refused its application for an extension of time, and it knew the reasons for that refusal. It nonetheless took the landlord a further two clear months to file a Reply, and to give the Tribunal, in the covering letter, any explanation at all as to what was said to have happened in August 2017. No good explanation has been advanced for the delay from 19 October 2017 to 22 December 2017.

57. I reject the landlord's argument that it was entitled to take the stance which it did because it was working towards a 'without prejudice' meeting with the Applicant, which, as matters turned out, did not take place until 20 October 2017 (and which, therefore, ended up overshadowed by the First Decision). The fact that the parties were engaged in without prejudice discussions is simply not relevant to this discussion. Parties often engage in such discussions, seeking to arrive at a negotiated outcome, but their doing so does not conventionally, or automatically, pause their obligation to engage in the proceedings more generally, and it did not do so here.

58. Too much time went by until 22 December 2017. It was reasonable to have expected the landlord to have filed a reply sooner – indeed, much sooner.

59. As already adverted to above, Rule 51 does not mention 'all the circumstances of the case'. It simply refers to whether it would be reasonable to expect or have expected compliance within the time limit. I have applied that test and I have decided, for the above reasons, and in the circumstances, that it would have been reasonable to expect or have expected compliance sooner than 22 December 2017.

60. Lest my conclusion on this should fall to be reconsidered, I go on to consider the approach suggested to me of considering the consequences to the parties of granting or refusing an extension of time. That approach is a wider and different test than Rule 51. Other Tribunals do sometimes adopt this as part of the test, but this is usually based on rules which are expressed differently and in broader terms than Rule 51. However, since I have been addressed, albeit briefly, on these, I

consider it appropriate to examine these factors to see if anything emerges which should be taken into account.

61. The consequence for an extension of time would be that the landlord would be entitled to put in issue and challenge the Applicant's satisfaction of the statutory eligibility criteria, and especially the livelihood and the occupancy conditions. A Net Annual Income Assessment would have to be commissioned by the Tribunal, and conducted. Significant further delay would thereby be occasioned.

62. The consequence of a refusal to extend time is that the landlords cannot challenge those issues. Rule 40(6) says that the landlord is not entitled to dispute any matter alleged in the application form.

63. Nonetheless, this does not give the Applicant a 'free pass'. The Applicant must still satisfy the Tribunal, through adducing appropriate evidence, that he satisfies the livelihood and occupancy conditions.

64. The Tribunal, even if satisfied that the Applicant is eligible, is still required to determine whether the Applicant is, in its opinion, '*a suitable person to become the tenant of the holding*': AHA 1986 s 39(2), and, in making such a determination, *'shall have regard to all relevant matters including - the views (if any) stated by the landlord on the suitability of the applicant'*: AHA 1986 section 39(8)(c).

65. Rule 40(6) carefully preserves the landlord's right to give his views on the suitability of the applicant even where the landlord has not replied at all to an application to succeed, or has not done so within the time allowed by the Rules or the Tribunal, although in the Reply dated 22 December 2017 which I have refused to admit, the landlords make no comment on the suitability of the Applicant over and above their comments on his eligibility.

66. I reject the argument there is no prejudice to the Applicant that cannot be adequately compensated for in costs. In the civil courts, this is an argument which (for example, in relation to late amendments of Statements of Case) has long been rejected as wrong in principle. Moreover, the argument is rendered even less viable in circumstances where the Tribunal is not a conventional costs-shifting regime, but where awards of costs in succession applications may only be made where the Tribunal determines that a party has acted *'frivolously, vexatiously, or oppressively'*: see Agriculture (Miscellaneous Provisions) Act 1954 section 5. In my view, any questions of costs of that nature would inevitably generate satellite litigation, introducing yet further delay, a

greater costs burden on the parties, and an even greater drain on the Tribunal's resources.

67. For the sake of completeness, and even taking those factors into account, I not still satisfied that it would not be reasonable to expect or have expected compliance by the landlord within the time limit, and would dismiss the application even if treated on that wider footing.

Dated: 15 August 2018

Signed:

Dr Christopher McNall, Tribunal Chairperson

Signed:

Mr Adrian Evans, Tribunal Secretary