

ENGLAND AND WALES / JUDGMENT

Jason Butler v Flagship Housing Group

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Neutral Citation Number: [2026] UKUT 0182 (LC) IN THE UPPER TRIBUNAL (LANDS CHAMBER)
AN APPLICATION UNDER SECTION 84 OF THE LAW OF PROPERTY ACT 1925 Case No:
LC-2025-335 Royal Courts of Justice Strand, WC2A 2LL 7 May 2026 TRIBUNALS, COURTS AND
ENFORCEMENT ACT 2007 RESTRICTIVE COVENANTS – MODIFICATION – Practical benefits of
substantial advantage to objector – original parties to very recent covenants – “promptness” of
application – Tribunal’s discretion – application dismissed - s. 84(1), Law of Property Act
BETWEEN: Applicant Objector JASON BUTLER -and- FLAGSHIP HOUSING GROUP Garages 1-6
Weyland Road Winesham Suffolk IP6 9ET Mr Peter D McCrea OBE FRICS FCI Arb 22 April 2026
The applicant represented himself Nick Mason-Williams, instructed directly, for the objector ©
CROWN COPYRIGHT 2026 The following cases were referred to in this decision: Alexander
Devine Children's Cancer Trust v Housing Solutions Ltd [2020] UKSC 45 Re Bass’s Application
(1973) 26 P&CR 156 Shephard v Turner [2006] EWCA Civ 8 Great Jackson Street v Manchester City
Council [2025] EWCA Civ 652 Stockport Metropolitan Borough Council v Alwiyah Developments
(1986) 52 P&CR 278 Edgware Road (2015) Ltd v Church Commissioners for England [2020] L&TR
13 Driscoll v Church Comrs for England [1957] 1 QB 330 Re Barter’s Application [2017] UKUT 451
(LC) Cresswell v Proctor [1968] 1 WLR 906 Jones v Rhys-Jones (1974) 30 P&CR 451 Re Beech’s
Application (1990) 59 P & CR 502 Re Graham’s Application (LP/83/2005) Re O’Callaghans’
Application [2020] UKUT 077 (LC) Davies v Jones [2026] UKUT 51 (LC)

Introduction

2. 3. 4. This is an application by Mr Jason Butler, who owns and controls a company called Megisy Investments Limited (‘Megisy’). In August 2023, Megisy were the successful bidders at auction of a block of six lock-up garages in Weyland Road, Winesham, Suffolk, IP6 9ET (‘the site’). Flagship Housing Group (‘the objector’, or simply ‘Flagship’) were the vendors. The Transfer contained a series of restrictive covenants, in essence preventing development and confining the continuing use of the site to garages. Since then, ownership of the site has been transferred from Megisy to Mr Butler, who has secured planning permission from East Suffolk Council to demolish the garages and build a bungalow. He is prevented from doing so by the restrictions and since negotiations between the parties have come to nothing, Mr Butler now applies to the Tribunal for the discharge or modification of the restrictions under s.84 of the Law of Property Act 1925. I heard the application at the Royal Courts of Justice on 22 April 2026, at which Mr Butler represented himself, and gave evidence. Flagship were represented by Nick Mason-Williams of counsel, who called Mr Steve Goslin, a Neighbourhood Officer for Flagship. On the previous afternoon I made an inspection of the

site and the surrounding estate, accompanied by the parties. The Restrictions 5. By the Transfer dated 24 August 2023, Megisy entered into a series of restrictive covenants burdening the site for the benefit of adjoining land retained by Flagship. Mr Butler's original application to the Tribunal was for the discharge of two of them: "12.5 Restrictive covenants by the Transferee 12.5.1 The Transferee covenants with the Transferor for the benefit of the retained land and to bind the Property that the owners of the Property will not: 12.5.1.2 Building Not to construct or place any new buildings including new garages or other temporary or permanent structures on the Property or make any external alteration or addition to the buildings on the Property without the prior written consent of the Transferor. ... 12.5.1.6 Development Not to carry out any Development on the Property without the prior written consent of the Transferor.' 6.

Facts

7. 8. 9. 10. 11. 12. At the hearing, the application was amended, by agreement, to encompass the discharge or modification of the above restrictions, and in addition those which restricted the use of the land to that of private garages and the parking of motor cars (12.5.1.1), and the keeping of rubbish (12.5.1.7). Mr Butler confirmed that he was simply seeking modification sufficient to allow the implementation of the outline planning permission which I outline in more detail below. The site is in a small estate known as Weyland Road in the rural Suffolk village of Witlesham, some four miles north of Ipswich. Most of the houses are owned and managed by Flagship. The site comprises six lock up garages with a concrete forecourt, at the end of a cul-de-sac in the middle of the Weyland Road estate. The estate comprises mostly bungalow accommodation, but with some (including most of the properties immediately surrounding the site) two-storey houses and small blocks of flats. In August 2023, Flagship offered the site for sale at auction. Megisy was the successful bidder, the hammer going down at £50,000. Completion took place on 24 August 2023, and the Transfer included restrictive covenants including those outlined above. In November 2023, Megisy's planning consultants received pre-application advice from the Local Planning Authority, East Suffolk Council, in respect of the proposal for a two- house scheme. The news was not encouraging, officers indicating that they could not support the proposal. Megisy tried again, with a single bungalow scheme, which was amended following equally gloomy pre-application advice dated 26 September 2024. This time, officers were happy. The planning officer's 'referral report' explained that the application had been referred to a referral panel because officers were minded to grant permission, contrary to the parish council's recommendation to refuse. One neutral third-party representation and nine objections (Mr Butler pointed out that Flagship did not object) had been received raising concerns about surface water run-off, the potential for inappropriate parking, impacts on the adjacent footway, potential amenity impacts and construction traffic. In its representations, the parish council noted that "Historically the garages and forecourt have provided an important Weyland Road parking facility in close proximity to two blocks of flats and originally provided by the District Council for this purpose. The property was sold

off and has recently been gated and closed off for local car parking, consequently causing car parking problems, roadside congestion, parking on greenswards and access difficulties. Eight objections from the public have been added to the Planning Portal.” The parish council recommended refusal, owing to the potential loss of garaging, the cramped nature of the development and closeness to adjacent properties, the loss of a community asset (the garages and parking area had originally been provided for the nearby block of flats), and the impact on residential amenity. Planning officers did not agree. Given the site’s brownfield nature, there was a presumption in favour of sustainable development. It was an infill site within the settlement boundary of a small village, where appropriate scale development would be permitted. Officers were content that the proposed bungalow would reflect the single storey scale of 26-32 Weyland Road, and would have a similar plot ratio to neighbouring properties such as no.40. Frontage parking was evident within the wider area and the proposed development would be unlikely to detract from the prevailing character of the street scene. 13. As for amenity, officers were content that the proposal met the council’s design quality and residential amenity requirements, noting that: “While the site is otherwise flanked by two-storey properties to the south and west, the proposed single storey dwelling is unlikely to present issues for amenity from loss of light or privacy to adjacent properties. Further, the orientation of the dwelling as shown on an initial indicative scheme was adjusted following feedback from officers towards reducing the potential for overlooking of the proposed property from the upper storey windows of no.38 and 40 evident approximately 20 metres to the west. A similar degree of separation would also be experienced between the proposed rear elevation and upper storey windows of existing dwellings further south (i.e. nos. 22 and 24). Therefore, the proposal would not lead to an inappropriate physical relationship between properties in amenity terms, if a detailed scheme similar to that set out drawing no. '2155/24/01 Rev. C' were developed at the site.” 14. It is relevant to also note the following officer’s comments: “As per the application submission material, the existing garages and hardstanding are privately owned and currently rented to tenants who do not live locally. The site is otherwise bound by concrete barriers and a locked gate, thus it is not available for informal parking/manoeuvring by nearby residents. The proposal would not therefore result in a loss of any current off-road parking provision and the garages are otherwise unlikely to be fit for parking of modern vehicles given their restrictive internal dimensions. It is therefore unlikely that the application would result in an increase in current levels of on- street parking and therefore would not have a detrimental impact on highway safety. Notwithstanding that private rights of way over the site are a civil matter, it is otherwise noted that claims by existing residents that the proposal would restrict access to rear property boundaries appear unfounded since the gate to the rear of no.40 would not be obstructed by the development and a gap would remain between the site's eastern boundary and the flank wall of a neighbouring outbuilding sufficient to allow for rear access to no.22 to be maintained if their existing gate were moved approximately 2.5 metres to the east.” 15. Officers were content that the application met all relevant policies and was therefore considered sustainable. On 27 November 2024, outline planning consent was granted (DC/24/4077/OUT) for the construction of a single storey

detached dwelling. All matters were reserved. The application and the Act

16. Mr Butler relies on grounds (aa) and (c) of s.84(1) of the Act, which give the Tribunal jurisdiction to discharge or modify a restrictive covenant affecting land in whole or in part. As I have said, his application is now to modify the restrictions so as to permit the planning permission to be implemented. 17. 18. 19. Ground (aa) is satisfied where the restriction impedes some reasonable use of the land for public or private purposes, and the Tribunal is satisfied that, in so doing, the restriction secures “no practical benefits of substantial value or advantage” to the person with the benefit of the restriction, or the restriction is contrary to the public interest. The Tribunal must also be satisfied that money will provide adequate compensation for any loss or disadvantage which the beneficiary of the restriction will suffer from the proposed discharge or modification. In determining whether a restriction ought to be discharged or modified under ground (aa), the Tribunal is required to take into account the statutory development plan and any declared or ascertainable pattern for the grant or refusal of planning permissions in the area (section 84(1A)). It must also have regard to the period at which and context in which the restriction was imposed and any other material circumstances (section 84(1B)). Ground (c) is satisfied where that the proposed discharge or modification will not injure the persons entitled to the benefit of the restriction. Section 84(1) gives the Tribunal power, upon being satisfied that either of the grounds is made out, wholly or partially to discharge or modify the restriction. As the Supreme Court explained in *Alexander Devine Children's Cancer Trust v Housing Solutions Ltd* [2020] UKSC 45 this involves a two-stage process. First, in what the Supreme Court called the ‘jurisdictional stage’, the Tribunal must be satisfied that one of the prescribed grounds is made out. If so, in the ‘discretionary stage’, the Tribunal must then decide whether and to what extent to exercise its power to discharge or modify. 20. If it discharges or modifies the covenant, the Tribunal may direct the payment of compensation to make up for any loss or disadvantage suffered by the person entitled to the benefit of the restriction. Evidence 21. Despite the bundle containing expert valuation evidence from both parties, at the hearing this was effectively abandoned, and the valuers were not called; it was common ground that the valuers had addressed the task on the wrong basis, focussing on a ‘*Stokes v Cambridge*’ ransom payment. Both Mr Butler and Mr Mason-Williams invited me to afford their respective experts’ reports very little weight, and for reasons that will become apparent, I say no more about them. Mr Butler’s evidence
22. Mr Butler said that he understood when he bid at auction that the purposes of the restrictions were to control the nature of any future development, rather than to operate as a mechanism for extracting a financial premium. He was aware of the covenants when he was bidding. He told me that he bought the appeal land as an investment to add to his portfolio; it was producing £6,000 a year, generating a good return on a £50,000 purchase with little maintenance or ‘friction’; his intention was to continue to let the garages out for storage. The tenants were no longer residents on the estate, but were from further afield. 23. Shortly after

the auction Mr Butler was talking to a planning consultant about his other properties when the consultant raised with him the possibility of developing the site. Mr Mason-Williams put to Mr Butler that when he bought the site, he already intended to develop it. Mr Butler thought the question irrelevant to the statutory test and had little more to say. I found Mr his answers to counsel on this point to be evasive, but it is clear from the evidence that a 'concept drawing' for two houses on the site was produced in August 2023, the month of purchase, with the client being Megisy Investments, and amended on 5 September and 8 September following 'client's comments', and I am satisfied that either at or very shortly after purchase, Mr Butler intended to develop it if the restrictions could be overcome. In the meantime, he carried on renting out the garages for the storage of vehicles and other items. Mr Goslin's evidence

24. Mr Steve Goslin has been employed by Flagship as a Neighbourhood Officer for 26 years, and has been looking after the Weyland Road estate for some 20 years. He said that Flagship owned some 47 residential properties there, and from a plan attached to his witness statement it was apparent that these are spread throughout the estate, including those immediately surrounding the site. He said that the tenants of these properties form part of a long-established residential community, to whom Flagship have ongoing management responsibilities in respect of the homes, communal areas and the general amenity of the estate.
25. When the site was sold, Flagship considered it essential to protect the privacy and amenity of the surrounding residential area and the interests of its tenants. The site had historically been used for domestic garage purposes and its continued use in this way was considered compatible with the nature of the estate.
26. Mr Goslin said that the proposed removal of the covenants would have a detrimental impact on Flagship's tenants; the impact on privacy would be significant, in particular in regard to 40 Weyland Road, the gate of which opens into the site. There would be direct overlooking into tenants' homes, gardens and shared spaces, which would affect tenants' enjoyment of their properties. From a management perspective, these changes would place additional strain on Flagship's ability to maintain a stable and satisfactory living environment. Flagship's service vehicles, which carry out daily repairs, gas maintenance, electrical works and grounds maintenance would be further impeded by increased congestion and reduced manoeuvrability. 27. In addition, Mr Goslin said, increased occupation and activity are likely to generate a higher volume of complaints relating to noise, overlooking, trespass and general disturbance, requiring ongoing investigation, monitoring and potential enforcement action. This would divert management resources and may necessitate the introduction of further estate management measures, such as signage, physical barriers, or revised access arrangements, all of which would add complexity and cost to the effective management of the estate. Reduced parking availability, increased congestion, and the need for more intensive oversight would collectively undermine the current standard of amenity enjoyed by tenants.

28. Mr Goslin went on to say that the resulting loss of community would be substantial, and in these circumstances any release of the covenant would reasonably require a financial value to be attributed to that loss, but he accepted in cross-examination that he had no professional qualifications to make that assertion. 29. 30. 31. In reply, Mr Butler invited me to place little weight on Mr Goslin's evidence, who despite not holding qualifications in planning, valuation, development impact assessment or any related discipline, had addressed matters such as loss of amenity, privacy etc that fell entirely outside his professional competence, and was largely speculative. There was no contemporaneous evidence from tenants, management records etc that supported it. In any event, Mr Butler drew contrasts between Mr Butler's concerns and those of the professional planning officers, outlined above, in which the proposal was assessed against the local plan policies and considered acceptable. He stressed the absence of any objection by Flagship to the planning application. As for the proposed use, Mr Butler pointed out that rather than six garages, each capable of generating independent vehicle movements for separate occupiers, there would be a single dwelling with two off-street parking spaces. On any objective assessment this represents a reduction in intensity of use. Does the Tribunal have jurisdiction? 32. 33. 34. 35. The application under ground (aa) is based on the familiar series of questions posed in *Re Bass's Application* (1973) 26 P&CR 156. Whilst this convenient shorthand is not a substitute for an examination of the relevant provisions in the Act, and should not be regarded as a rigid checklist, I am content to adopt this format. For Flagship, Mr Mason-Williams sensibly conceded that the proposed 'user', for the purposes of the Act, was a reasonable one, planning consent having been granted. It was also common ground that the restrictions impeded that user. The real battle ground was whether the restrictions secured to Flagship practical benefits of substantial value or advantage. Mr Butler's position was that the restrictions did not. It is appropriate to reflect Flagship's role as an estate manager, or quasi-public body. It is not a private owner of land which benefits from restrictions but has a wider responsibility to its tenants. In *Great Jackson Street v Manchester City Council* [2025] EWCA Civ 652 the Court of Appeal (at [52]) considered it legitimate to take account of the role of Manchester City Council in carrying out its functions on behalf of the citizens of Manchester, and its wider public duties. Similarly, here we are not dealing with a dispute between two neighbours. Flagship has an obligation and a desire as a social housing provider to maintain an orderly estate. That it did not object to the planning application is to my mind of little relevance, but in any event, it is notable that some of the adjoining tenants did, and it is the impact on them that drives Flagship's objections.
36. While Mr Butler correctly pointed out that Mr Goslin was not a qualified planner or surveyor, to me Mr Goslin was a 'man and boy' estate manager, who was highly experienced and well able to comment on what would lead to problems on the estate he had looked after for two decades. He had different concerns from those of planning officers deciding whether a development was policy compliant. 37. 38. 39. 40. 41. 42. 43. The next stage in *Re Bass* is to determine whether observance of the restrictions secures to Flagship practical

benefits. Ground (aa) is not concerned with the financial bargaining position which the person entitled to the benefit of the covenants could have used to extract money for consent to a release (*Stockport Metropolitan Borough Council v Alwiyah Developments* (1986) 52 P&CR 278 at 281) – the benefits must be practical rather than pecuniary. As the Court of Appeal observed in *Great Jackson Street Estates* (at [44]), mere control by enforcement of the restrictions is not in itself sufficient to amount to a practical benefit, otherwise ground (aa) would be of little or no use. Something more is required. The Court referred to my decision in *Edgware Road (2015) Ltd v Church Commissioners for England* [2020] L&TR 13, where restrictions were held to be an important tool of estate management as part of an overall strategy. The Court found (at [54]) that analogous to the facts in *Manchester*. I have no doubt that observance of the restrictions secures to Flagship a practical benefit as part of its overall estate management responsibilities. So I turn to whether those practical benefits are of substantial value or advantage (they are alternatives, and to demonstrate that the Tribunal has jurisdiction to discharge or modify the restrictions, the applicant must show that neither applies). In the absence of any valuation evidence upon which either party seeks to rely, the question of whether the restrictions secure to Flagship a practical benefit of substantial value is a difficult one. Mr Butler says that there is no evidence that they do, but it is his application and it is for him to demonstrate, by evidence, that they do not. While Mr Goslin mentioned the possibility of a compensatory payment, he was not qualified to offer a view on that aspect. That there is no evidence before me as to quite how that would be calculated is, as in *Edgware Road*, an indicator that the impact on Flagship and its tenants cannot adequately be compensated in money. I should add at this stage that the hearing bundle, prepared by Mr Butler as a lay litigant, included correspondence concerning the price of a release. I have not placed any weight on this material for two reasons. First, it was in effect without prejudice correspondence despite not being marked as such. Secondly, it was between the two valuers who, as is now common ground, were approaching the negotiations on a valuation basis which was not relevant to the issue I have to determine under ground (aa). The more relevant question is whether the restrictions secure benefits of substantial advantage to Flagship. In my judgement, in preventing the issues which Mr Goslin foresaw, they probably do, and if so the application under ground (aa) would fail. For the reasons I outline below, I do not need to be any firmer in that finding. It was common ground at the hearing that failure to make out ground (aa) would equally result in ground (c) not being made out, as their discharge or modification would cause injury to the objector. Should the Tribunal exercise its jurisdiction? 44. In *Alexander Devine*, Lord Burrows JSC explained (at [33]): “It is well-established (see, for example, *Driscoll v Church Comrs for England* [1957] 1 QB 330) that, if satisfied that one of the prescribed grounds has been made out, the Upper Tribunal has a discretion whether or not to make an order for modification or discharge of the restrictive covenant. The important statutory words to this effect are in section 84(1): the Upper Tribunal “shall . . . have power”. The five grounds are therefore concerned with establishing the Upper Tribunal’s jurisdiction and can be helpfully labelled the “jurisdictional grounds”: at least one of those jurisdictional grounds must be established by the applicant before the Upper Tribunal can go on to make what is ultimately a discretionary

decision.” 45. 46. 47. Since Mr Butler controls Megisy, and from his evidence he was the controlling mind behind the company’s acquisition of the site, for the purposes of whether the Tribunal should exercise its discretion I consider him in effect to be standing in the shoes of the original covenantor. So the parties to this application are, or are to be treated as, the original parties to the restrictions. That the covenants were entered into very recently is highly relevant, as is the fact that Mr Butler commenced preparations to explore a development which would be in direct breach of the restrictions within days of completing the purchase. For Flagship, Mr Mason-Williams relied on the decision of the Tribunal (Martin Rodger QC, Deputy Chamber President, and Mr Paul Francis FRICS) in *Re Barter’s Application* [2017] UKUT 451 (LC), from [38]: “38. There was a time when covenants of very recent origin were treated almost as sacrosanct. The judgments of the Court of Appeal in *Cresswell v Proctor* [1968] 1 WLR 906 (in particular those of Harman and Danckwerts LJ) regarded with revulsion a "startlingly prompt" application by an original covenantor for the release of a covenant entered into only three years earlier. While it was not doubted that the Tribunal had the power to release a covenant recently entered into by the applicant, it was suggested by Danckwerts LJ that the exercise of the power in those circumstances was "not within the true intention of section 84 " and by Harman LJ that in the absence of a material change of circumstances it would be "shocking" and "quite out of the question."

39. A more temperate approach has become established since the decision of the Court of Appeal in *Jones v Rhys-Jones* (1974) 30 P&CR 451 in which it was explained that there is no general principle that the shortness of the time between the imposition of a restrictive covenant and an application for its modification is a decisive factor against granting the application. If the language of the Court of Appeal in *Cresswell* had appeared to lay down any such principle it had gone further than was required for the decision in that case. The true principle is that the shortness of the time since the imposition of the covenant and the closeness of the applicants' connection to the original covenantor are factors which can be taken into account as justifying a refusal of an application. Stephenson LJ's explanation at page 459 has subsequently been taken to represent the correct approach: "Without the assistance of authority I would have thought that the shortness of the time which has elapsed since the burden of a covenant was imposed on an original covenantor or was transferred to a subsequent purchaser was a factor which could properly be put into the scale against modification or discharge whether the application under section 84 be made by an original covenantor (and when it would weigh more) or by a subsequent purchaser (when it would weigh less). The older the covenant, however, the more time there would have been for other factors such as changes in the property benefited by the restriction to come into the reckoning in favour of modification and the easier it may be for the Tribunal to relieve an applicant of a burden which he has recently shouldered."

40. The approach taken by the Court of Appeal in *Jones* was followed by the Lands Tribunal (Judge Marder QC) in *Re Beech's Application* (1990) 59 P & CR 502 in which the Tribunal refused to discharge a covenant imposed in January 1987, less than 3 years before an application made by the original covenantor. The Tribunal held that none of the statutory grounds had been satisfied, but said that if any had been, it would nevertheless have refused to exercise its discretion in favour of the applicants in those circumstances (see pp. 510-511).
41. On the other hand, in *Re Graham's Application*, a decision of the Lands Tribunal (A J Trott FRICS) of December 2007 (LP/83/2005), the fact that a covenant had been entered into only a little over 5 years before the application for its release, was not regarded as sufficient, in the circumstances of that case, to justify a refusal to discharge the restriction.” 48. Having reviewed the evidence before it, the Tribunal concluded (at [52]) that there was no unfairness to leave the parties to negotiate, and “in view, in particular, of the very recent origin of the covenant and the applicant’s status as original covenantors, we are satisfied that the respect due to the parties’ contract outweighs other factors, and we dismiss the application.” 49. In *Re O’Callaghans’ Application* [2020] UKUT 077 (LC), (at [55]) the Tribunal described an application brought by the original covenantors within three years of their first having agreed to be bound by the covenants, as “unusual” and said that “Both the fact that the applicants seek release from their own bargain, and the fact that they do so soon after making that bargain without any change of circumstances having occurred, are powerful considerations against the exercise of the Tribunal’s discretion.” 50. Having reviewed *Re Barter’s Application* and *Cresswell v Proctor*, the Deputy President went on [57]: “The authorities on “prompt” applications establish that the shortness of the time since the imposition of a covenant and the closeness of the applicants’ connection to the original covenantor are factors which can be taken into account as justifying a refusal of an application. In this case there is no suggestion that there has been any relevant change of circumstance. The applicants are themselves the original covenantors. The ink is dry on their Transfer, but only just.” 51. In my judgment the fact that Mr Butler, through his company, is the original covenantor; and that the transfer was entered into less than three years ago are sufficient for the Tribunal not to exercise its discretion to discharge or modify the restriction, even had I been persuaded that the restrictions did not secure to Flagship practical benefits of substantial advantage. 52. It is appropriate to point out one further difficulty. As I indicated at the hearing, discharge of the restrictions was never likely to be successful. The Tribunal often modifies restrictions to an extent limited to allow a specific planning permission (see for instance the recent decision in *Davies v Jones* [2026] UKUT 51 (LC)). Here, we only have an outline permission, with all matters reserved. No evidence on the effect of, for instance, where windows and doors would be, how they would affect neighbours etc, is available to me, and the difficulty therefore in ordering a controlled modification of the restrictions would be a further factor weighing against the exercise of the Tribunal’s discretion. Disposal 53. 54. The application is therefore dismissed. This decision is final on all matters other than costs. In the unlikely event that these cannot be agreed having regard to the Tribunal’s Practice Directions (paras 16.10-16.11 at <https://>

www.judiciary.uk/guidance-and-resources/practice-directions-upper-tribunal-lands-chamber/) the parties are directed to submit an agreed timetable for submissions on costs. Mr Peter D McCrea OBE FRICS FCI Arb 7 May 2026 Right of appeal Any party has a right of appeal to the Court of Appeal on any point of law arising from this decision. The right of appeal may be exercised only with permission. An application for permission to appeal to the Court of Appeal must be sent or delivered to the Tribunal so that it is received within 1 month after the date on which this decision is sent to the parties (unless an application for costs is made within 14 days of the decision being sent to the parties, in which case an application for permission to appeal must be made within 1 month of the date on which the Tribunal's decision on costs is sent to the parties). An application for permission to appeal must identify the decision of the Tribunal to which it relates, identify the alleged error or errors of law in the decision, and state the result the party making the application is seeking. If the Tribunal refuses permission to appeal a further application may then be made to the Court of Appeal for permission.

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