



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

Case Reference : **CAM/00KF/OLR/2023/0010**

Property : **Ground Floor Flat
8 Anerley Road,
Westcliff on Sea
Essex SS0 7HH**

Applicant : **Cliffside Ltd (No.10617489)
(Leaseholder)**

Representative : **Bude Nathan Iwanier LLP
(Solicitors)**

Respondent : **Peachview Ltd (No.00123236)
(Landlord)**

Representative : **Drysdale LLP
(Solicitors)**

Interested Party : **Quantum Mortgages Ltd.
(No.13628831)
(Mortgagee)**

Type of Application : **Determination of terms and
premium of a lease extension**

Tribunal Members : **Mr N Martindale BSc MSc FRICS**

Date of Decision : **18 May 2023**

DECISION

Decision

1. The premium to be paid by the applicants for the lease extension for the Property is **£29,905. (Twenty nine thousand, nine hundred and five pounds).**

2. All other terms are agreed between the parties and are therefore outwith the jurisdiction of the Tribunal.

Introduction

3. This application dated 6 January 2023, was prepared and filed with the Tribunal by Bude Nathan Iwanier LLP for the leaseholders, under S.48 of the Leasehold Reform, Housing and Urban Development Act 1993 (“the Act”). It is for a determination of the premium to be paid and the terms of an acquisition of an extension to the leasehold interest in the Property. A S.42 Notice was dated 8 August 2022 and was the antecedent valuation date. Whilst representations were received these were in respect of the final premium, only. The Tribunal received none in respect of any of the other proposed terms.
4. Valuers for the parties are; Bruce Maunder-Taylor FRICS MAE Registered Valuer for the applicant leaseholder and Roy Hilton of HGV Sorrell Ltd., for the respondent landlord.
5. The applicants adopted the statutory basis for a lease extension and served their Notice of Claim through their solicitors. The Notice of Claim premium figure was £10,000: The Counter Notice premium figure was £55,580.
6. The Tribunal issued Directions dated 13 February 2023 through its Legal Officer Lyn Ajanaku. These set out the requirements on the parties for the determination. It was to be determined on the “papers” only, without a hearing on 18 May 2023 but, the applicant requested that the Tribunal inspect the Property prior, completed 17 May 2023. Neither party later requested a hearing.
7. The Tribunal received the bundle from the applicants’ solicitors. It included main reports from each valuer with details of recorded sales transactions, HMLR confirmations of transactions, graphs and floor plans. None of the basic data was questioned by the parties.
8. The Tribunal also welcomed the inclusion in the bundle of a statement of some agreed facts between the parties. Page 81 of the bundle showed a statement of those agreed and those disputed dated 28 February 2023, between the valuers for the parties. The valuation date was 8 August 2022: The unexpired term of the lease was 54.57 years. The Term (capitalised ground rents) was agreed at £1,448, so the capitalisation rate adopted does not arise. The deferment rate was settled at 5%. The Long leasehold value of the extended lease is worth 99% of the Freehold. All agreed items now fall outwith the jurisdiction of the Tribunal.

9. The Tribunal notes that the applicant's valuer adopts the imperial measurement system, the respondent's valuer the metric system. Unsurprisingly perhaps, the parties have not agreed the Gross Internal area and these remain at 670' and 61.8m² respectively. One valuer is working in £1000's/m² the other in £100's/ft².
10. However the following issues remain disputed: The Freehold value of the Property unimproved but, in repair, is said to be either £185,000 (applicant leaseholder) or £215,000 (respondent landlord). AND the Short leasehold value of the Property is said to be 74.43% of the virtual Freehold (applicant leaseholder) or £127,000 the actual earlier sale price (respondent landlord). The main valuation issue remaining was then the correct relativity of the short leasehold capital value, to the virtual freehold vacant possession capital value, of the Property, at the valuation date.

Property

11. The Property is located in an established residential area. This road is set back about 250m from the semi commercial road at this point, the A13 London Road, running east - west through Westcliff. The Property is a walk away from the main seafront of the Town. There are no distant views. All comparable sales of flats are from the immediate vicinity, of a similar age, size and condition.
12. The Property is a smaller part of the original large dwelling at 8 Anerley Road and represents the ground floor back addition as a self contained two bedroom unit conversion. It is one of three units. It is part of an original semi detached house built around 1910, as a family home. Most likely post war the house was subdivided into smaller spaces, including according the landlord's valuer on site, as a medical practice in the ground floor unit front space of No.8a. This is now a small self contained flat adjacent to the Property.
13. The current subdivisions of what amounts to a small Block of flats were settled in the mid 1980's when the Property, and Flat No.8 created. It uses what appears to be the original pedestrian street access to the building (as a former house) from the long return frontage in Ceylon Road. The entrance to the Property is immediately inside the small communal hallway, providing shared access to the first floor flat above the Property using the original stairs within.
14. The Block's original plain tile or slate roof was replaced some decades ago in modern single lap concrete tiles. They are now typical of the area and appear to function. The corner plain tiled 'turret' roof above the neighbouring flat in the Block, appears to be in remarkably good condition but the walls and window reveals of the Block appear to be subject to movement resulting in unsightly cracking and possibly something worse. Although the external walls to the Property itself

appear externally to be in reasonable shape other parts of the Block are not. At best the Block will require significant redecoration, at worst significant repairs and a significant part of the costs of which will fall to the leaseholder of Property at some near future date. However the Tribunal was informed by the valuer for the landlord that at present no significant works are planned.

15. The end wall and roof of the back addition is shrouded in very overgrown almost out of control evergreen ivy. Whilst attractive to some, its continued presence (thought to originate from the Property's rear garden/ yard) will slowly cause damage to the communal external wall bricks, render, decorations, and damage to the roof battens, tiles, felt and timbers over, eventually entirely obscuring window light to the First Floor Flat above. It will likely result in added future costs to the communal whole.
16. As this anticipated disrepair is to a communal area its effects on value are not ignored for the purposes of this exercise and will likely increase future service charges to the Property if not be the basis of a direct claim against the leaseholder. This additional cost should have been taken into account by the bidder when buying the short leasehold flat in the relatively recent transaction, either by an increased service charge contribution or from a direct but future claim directly from the landlord.
17. Many if not most former 3 to 4 bedroom 2 storey terraced or semi-detached Edwardian houses in Annerley Road and surrounding streets have now been sub-divided into 2 or more flats, one on each level. Typically they now form two flats, ground and first floor, one over the other. By contrast this building is formed into 3 units on this corner plot. The Property is accessed from the street by a shared footpath off Ceylon Road and a communal entrance to Flat 8a (first floor).
18. The gardens for the front of these former houses in the locality are in general lost to form two parking spaces accessed by an almost continuous line of dropped and crushed former curbs, where they are not simply a mass of scrub and rubbish. At the Block there are two spaces fronting Annerley Road and another space and a small garden patch to the return on Ceylon Road.
19. The gradual degradation of these front areas in most former houses is pronounced and it makes 'on street' parking near a semi commercial main road, particularly difficult in this location. All of this has progressively damaged any coherence the street scene might have formerly possessed. Although it is a characteristic of the comparables, it serves to increase the value of flats with off road parking within their plots as at the Property.

20. The Property accommodation is all ground floor, being the former back addition to the main house. The space is linear and includes an entrance corridor serving all rooms individually. There are 3 rooms including 2 used as compact double bedrooms. The kitchen is a galley style and forms also the effective main entrance point to the flat also off Ceylon Road, via the rear parking space.
21. The bathroom/ WC/ WHB is set at the end of the Property, in a single storey back addition under a monopitch roof. The Property might be described as functional but, its basic and unimaginative as a home. The majority of fittings date back to the 1980's at the time of lease grant. The occupying and apparently established sub-tenant in the Property has made the best use of the space without any upgrades.
22. There is central heating, gas apparently but, the Tribunal could not locate the boiler. Windows were plastic framed and double glazed as was the main access door via the Kitchen. The Property has a small side garden to Ceylon Road, with a shed and a long single car space.
23. Any additional value in the Property attributable to tenants' improvements has to be ignored under the Notice of Claim but, none were identified. Similarly any reduction in value of the Property attributable to any disrepair by the tenant was also to be ignored. Again no specific items of tenant disrepair were identified. The Property appeared to be much as it had been after initial conversion in the 1980's. Damage to the common parts roof and external walls to the rear was noted. Damage to the common parts of the external walls to the other areas of common parts not attributable to the Property, was also noted but its effects and likely costs of remedy are excluded under the Act.

Lease

24. The Property is held on a lease dated 3 July 1981, for a term of 99 years from the 5 March 1981 at a stepped rising ground rent. The unexpired term is 54.57 years at the AVD 8 August 2022. The value of the right to receive the income during the term of the short leasehold is settled. There is no intermediary lease.

Agreed Facts

25. The value of the right to receive the income stream from the short leasehold in the Property for the rest of the unexpired term was agreed in principle by the parties and is referenced in the Tribunal's valuation. The remaining key elements at the Property not agreed and to be determined were: The value of the virtual freehold interest with VP; and the value of the existing short leasehold interest with VP.

Applicants Representations

26. Mr Maunder-Taylor's report at page 65 of the bundle references several sales: "*26 Ceylon Road... a two bedroom first floor flat held on a long lease with 108 years unexpired..*" with an off road parking space sold at auction February 2023 for £180,000 over 84m² (904'). It showed £2143/m². It was said to be more valuable than the Property though there is no mention of central heating or double glazing, unlike the Property. Though some 6 months later there was no adjustment for HMLR recorded price index trends for flats in Essex. It was also significantly larger.
27. "*4a Ceylon Road... a ground floor flat with two bedrooms, rear garden but no off road parking (unlike the Property) with double glazing and central heating (like the Property) ... 106 years unexpired sold in May 2022 for £232,000.*" The floor area was 82m² (882 ft²) £2829/m². It was 3 months prior to the AVD August 2022. Again significantly larger.
28. "*9a Anerley Road ...a one bedroom flat sold with 106 years unexpired sold November 2022.*" (ground floor ? Sold 3 months after the AVD). Floor area was 56m² (603ft²), £2679/m². Formerly sold in 2019 prior to The Covid Pandemic, for £200,000.
29. "*39 Argyle Road... ground floor two bedroom flat with a rear garden and no off road parking...*" Double glazed and central heating and 121 years unexpired. Sold June 2022, two months prior for £211,000 on 62.7m² or £3365/m². Formerly sold in 2018 for £230,000.
30. "*40A Finchley Road ...*". First floor two bedroom front garden but no off road parking. Double glazing, central heating June 2022 for £255,000 on 70m² showing £3612/m².
31. "*27 Finchley Road ...*". Ground floor two bedroom rear garden sold January 2022, £260,000, some 7 months before the AVD, on 78m² showing £3333/m² but only 87 years unexpired, not a long lease but otherwise unadjusted.
32. "*The property is a poor quality ground floor flat in a poorly managed building with noticeable items of disrepair including structural cracks to the front bay, overgrown ivy to the rear, and external paintwork which has evidently not been renewed in recent years. It has the benefit of a courtyard area between the building and the fence to the Ceylon road return frontage and it has the benefit of a parking space on the rear part of the site.*"
33. Mr Maunder Taylor shows that the Property is generally significantly smaller than the comparables. They tend to be large two bedroom flats,

whereas this is a small two bedroom flat. The sales prices and sizes are then tabulated but in no particular order of date or size and no trends are clear. The transactions are not adjusted for time or size.

34. Mr Maunder-Taylor proposes to explain the price rate differential by condition of the flats but, he does not overtly match the condition such as can be gleaned from the sales details to the simple rates of £/m² in the table. He proposes that the flats in better condition sold for rates of £2,691/m² (about £2,700/m²) to £3,659/m² (about £3,700/m²) whereas those in poor condition or unimproved tend to be sold by auction and went for lower unit prices of between £2,153/m² (about £2,200/m²) and £2,691/m² (about £2,700/m²) significantly discounted as at the Property. He places the value for the unmodernised but, in repair Property a £2960/m² (about £3000/m²) on the un-agreed area of 61.4m² to reach £185,000 FHVP.
35. Mr Maunder-Taylor maintains that the sale price of £127,000 not long before the AVD reflected a number of factors which restricted the market for possible buyers. The condition, it was not in repair. The lease, was noticeably short approaching 50 years. It was already let, to an existing AST. It was sold to a company, bereft of personal preferences. Any loan facility required would be more restricted and expensive for a buy to let rather than owner occupation and that the marketing of the Property had not begun before it had clearly been sold.
36. He referred to *Brickfield Properties Ltd v Soil Miah Ullah & Others* [2022] UKUT 25(LC) where the UT concluded that the lower Tribunal made a mistake of placing too much reliance on one auction sale of the subject property on a short lease.
37. Mr Maunder-Taylor felt that the sale here to the applicant, of the short lease required too many adjustments to make it useable and that the relativity apparently derived was significantly out of line from the consensus average relativity, derived from the Unenfranchisable Graphs from Savills and Gerald Eve. *“In the subject case, we only have one price without it being subjected to a full marketing exercise and it being inconsistent with the established evidence of the Savills’ graph.”*
38. He then goes on to carry out the exercise of making the 3 significant adjustments to the sale price: 1. Removing the value of rights under the Act. 2. Adding a sum to remedy disrepair within the Property. 3. Adding a sum for the particularly favourable sale price. If followed this changes the sale price from the £127,000 actually paid by the applicant for the short lease up to £142,272. However he rejects this adjustment as excessive and in line with the Upper Tribunals’ expressed view that one or both of the two graphs should be preferred where adjustments to actual but suspect sales evidence appear to be excessive. For this reason Mr Maunder-Taylor adopts the figure derived from the Savills unenfranchisable graph alone, which is reported as 74.43%; the

relativity to be applied to his earlier virtual freehold capital value of £185,000. The short leasehold value is therefore £137,696.

39. Following the standard valuation approach the value of the term having been agreed by the parties, the final premium Mr Maunder-Taylor proposes is £29,905.

Respondent's Representations

40. The valuer of the landlord sets out the background as with the applicant's valuer. Much of the material is identical or very similar. Disappointingly the gross internal floor is different, in metric and in at 61.8 m², and is therefore not settled.
41. The valuer takes a more favourable view of the fit out and condition of the interior of the Property than Mr Maunder-Taylor. There are two not one car spaces and these provide important off road parking in an area where on road parking is restricted. There are on road Council schemes and for that matter by a huge number of authorised and unauthorised dropped kerbs leading to residents parking in what were former front gardens of the original Edwardian housing terraces in the wider estate. This in turn prevents much of the on road parking that would otherwise be expected.
42. The Property has double glazed plastic framed windows and full gas fired central heating for all areas, apart from to the galley kitchen, used as a principal access to the flat. The kitchen fittings are described as relatively modern and in good condition. The bathroom fittings are described as older but, in good working order and internal decorations as clean and tidy but slightly dated.
43. The valuer raises no controversies over the lease. It is apparent that it is of a dated format but, deals with basic landlords services and costs recovery as well as insurance arrangements and re-imburement. It most like the type adopted for small converted or purpose built blocks of low rise, flats maisonettes in compact blocks.
44. Although the valuer deals with other matters these have since been settled between the parties in his report and the value of the term having been settled, the main areas of contention remaining are the value of the virtual freehold of the property and the relative value of the existing short leasehold.
45. The valuer cites the preference expressed by the UT in the case of *Mallery and others v Orchidbase* [2016] for actual sales evidence of market evidence over relativity graphs. However this is only "*..as long it can be shown that the market evidence is reasonably comparable*

and does not require artificially extensive manipulation in order to apply it to the subject valuation.”

46. He also cites the views of the UT in the case of *Deritend v Treskonova* [2020] UKUT 0164 (LC). “...*In the absence of actual transactions, the use of more recent graphs from Savills and Gerald Eve averaged were adopted.*” However he maintains that where there is a perfectly sound comparable sale, even of the subject property on a short leasehold, just prior to the AVD, this should mean the use of the graph or graphs, even those of Savills and Gerald Eve should be avoided. He also cites the use of two other older sales of nearby short leasehold flats in support, not referenced at all by the applicants valuer.
47. 52a Hainault Avenue SSo 9HB completed 30 September 2021, some 11 months prior to the AVD, negotiated prior. It is a first floor flat conversion of 58m², 2 beds, living room kitchen bathroom/WC. In basic order full gas fired central heating but, no double glazing. A section of rear garden but, no off street parking. There was said to be 63 years remaining. It sold for £125,000 or £1984/m².
48. 13 Bournemouth Park Road Southend completed 10 February 2021, some 18 months prior to the AVD, negotiated prior. It was a converted mid terraced house with one bedroom, living room, kitchen bathroom/WC. Central heating but, no note of double glazing. It had a section of garden and an off-road parking space. There was no stated floor area for the flat however and is located 1.5 miles away from the Property and the other comparables. It sold for £110,000 but, no £/m². It later resold at £175,000 at some unnamed subsequent date, now renovated with an extended lease.
49. He adopts the lowest devaluation rate from the sales at £3361/m² and applies it to his 68.1m² area for the Property to give £207,710. To this he adds the value of the 2 car spaces in the yard to the Property giving a final figure of £215,000. If the flat was then basically upgraded for another £10,000 the start point of compliant lease would be £225,000. This then would be the virtual freehold capital value of the Property.
50. The valuer concludes his valuation by adopting the short leasehold sale value of £127,000 at the AVD supported by the other two sales of short leaseholds in Southend. He also adopts the subsequently derived FHVP price of £225,000, as derived from the sales comparables used by both parties. In his opinion the final premium should be £52,324.

Decision

51. The arrangement of summary details and supporting documents in the combined bundle is far from ideal to find an easy assessment of the virtual freehold VP capital value of the Property. Neither Valuer sought

to demonstrate a pattern emerging along the lines of date order with values rising or falling by reference to any HMLR index trend for flats or properties in general in Essex. Sales were not adjusted for date. It was not clear that HMLR confirmation of prices and dates were provided for all sales referred to in the bundles either.

52. The floor areas of the comparables were in some cases not known and in others (the Property) were measured by both imperial and metric systems. Even then, the final GIA was not settled. The actual condition of some comparables whilst considered deficient was not well supported by the available details of the sold properties. The Tribunal struggled to clearly identify from the evidence which flats these were, or what the effect on values such a condition would have.
53. Whilst the locations, age and nature of the comparable flats were generally consistent, there was no systematic approach to what is here, a significant factor of, off street parking for example their analysis. No patterns were sought in the effects on value of the physical position of each flat in each converted house. In this respect the Property appeared the odd one out by being a conversion of the former 2 storey house into three flats rather than the more typical two units, ground and first floor. This gave it the air of a more cramped, over developed and thus characterless conversion when rather than create just 2 dwellings, each unit had lost something in the process besides being individually smaller.
54. The poor condition of the exterior of the Block (not of the demise) gave it a relatively shabby appearance to others and its effect could not be ignored. In the case of this Property from a conversion it ended up creating a functional but, otherwise dull dwelling of lesser appeal to the owner occupier.
55. While summary details of comparables sales were tabulated these added little to the process of their analysis. The Tribunal struggled to make sense of which of these sales, the valuers thought were the most useful and comparable. They were not overtly weighted by either valuer.
56. The reverse application of derived floor area rates is again impeded by the lack of an agreed floor area or chosen unit of measurement. The condition of each comparable is not particularly marked or clear or capable of detailed assessment. Mostly taken from the copied printed agents details, the flats appeared to the Tribunal to have been vacated largely still in their 1980's unimproved state, some being furnished or cleaner than others. Most apart from the Property therefore appeared to have been sold with full VP, though the short leasehold sale of the Property, was not VP but pre-let.

57. The external physical condition of the Block appears to be the worst for the Property out of all of the sales. Its state would put off some buyers and some potential sub-tenants unless remedied quickly. However these defects would not necessarily be easily or cheaply removed and it would be down too the landlord to arrange them and later to recharge.
58. The assembly, arrangement, presentation, analysis and valuation of the FHVP of the Property was done on both sides in the fairly broadbrush approach taken by both valuers. Any patterns that there might exist were not brought to the Tribunal's attention. The Tribunal therefore adopts a similar broad brush approach here, between them. On the close balance of probabilities it therefore accepts the analysis and valuation from the valuer for the applicant. The FHVP figure of £185,000 at the AVD from the applicant, is thus adopted for the purposes of determining the premium payable for this lease extension.
59. Some Tribunals are reticent to allow the relativity of the short leasehold to be determined, based on the apparent relationship of one sale of a short leasehold (in this case of the Property) to that of the FHVP capital value. This Tribunal is also of that mind in this instance. It has therefore also considered the alternative methodology which is the use of one or more of relativity data tables applied to the virtual freehold capital value to obtain that short leasehold value.
60. In the Mundy determination the Upper Tribunal ruled that none of the tables were particularly reliable to get to the relativity, but they did state that the Gerald Eve table was the "least worst", particularly for Prime Central *London*. There were then a number of decisions in the Upper Tribunal which culminated in the decision in *Deritend Investments (Birkdale) Ltd v Kornelia Treskonova* [2020] 0164. This gave strong "guidance" that where there is no real world evidence, the value of the existing lease with no Act rights, was to be based on the average figure of the Gerald Eve 2016 table and the Savills Unenfranchisable table. It further gave "guidance" that the non PCL tables were not to be used.
61. In this case the Tribunal rejected the usefulness of the sale of the Property with the short leasehold as accurately representing the open market value with vacant possession for the reasons detailed above. Whilst it could be used, the adjustments required were in the view of the Tribunal, excessive.
62. For reasons not fully explored or explained the valuer for the applicant adopted the relativity derived from the Savills unenfranchisable graph only. By contrast the valuer for the respondent declined to consider either graph and relied on the sale of the Property on the short lease instead.

63. The Tribunal also considered the other two sales offered by the respondent. One was located over a mile and half away in a different location and is therefore rejected by the Tribunal as too distant. The other sale having been completed in September 2021 was clearly negotiated in the earlier Covid regulated period. In the view of the Tribunal the sale might well have been affected more by the market contamination from the effects of the Covid Regulations.
64. The premium payable in respect of the grant of a new lease is the total of: (a) the diminution in value of the landlord's interest in the tenant's flat as determined in accordance with paragraph 3, (b) the landlord's share of the marriage value as determined in accordance with paragraph 4, and (c) any amount of compensation payable to the landlord under paragraph 5.
65. The (a) diminution is: 3(1) The diminution in value of the landlord's interest is the difference between (a) the value of the landlord's interest in the tenant's flat prior to the grant of the new lease; and (b) the value of his interest in the flat once the new lease is granted.
66. Paragraph 4 of the Schedule, as amended, provides that the freeholder's share of the (b) marriage value is to be 50%, and that any marriage value is to be ignored where the unexpired term of the lease exceeds eighty years at the valuation date. Here it is included as the unexpired term is less than eighty years.
67. Paragraph 5 of the Schedule provides for the payment of compensation for other loss resulting from the enfranchisement. Neither side contended for this.
68. The valuation date prescribed by section 51(1) of the Act is the date of the applicants' application to the court and the unexpired residue of the lease for the Property is agreed.
69. The principal task remaining was the valuation of the existing short lease at the Property. The contrast is between case law around the use of actual sales of leases against the use of the RICS and the more recent and established use of the graphs Savills and/or Gerald Eve (No Rights Act) data and graphs and specifically their average figure. The Upper Tribunal has preferred actual sales transactions to the use of graphs but, only if the former require minimal adjustment, or none at all and for that matter that it provides relevant and coherent evidence.
70. In this application the Tribunal declined to accept the exercise of at least three adjustments required to the short leasehold sale as demonstrated by the applicant's valuer in his report. They are too many and too variable and represent excessive manipulation to make any sense of them to give the adjusted sale priority over one or more of

the graphs. The Tribunal therefore accepts on this occasion, the use of a single graph, Savills unenfranchisable as the means of obtaining that relativity figure.

71. The Tribunal therefore, on balance, prefers the approach of the applicant's valuer in assessing the value of the virtual Freehold with VP and of the short leasehold relativity by reference to the graph. As the Tribunal takes the approach of the applicant in its determination of these two remaining items, it approves the applicant's valuation of the premium supplied and does not replicate it, with its own.
72. **The premium payable for this lease extension application is as stated above in the opening paragraph of this Decision.**
73. At Box 9 to the Application Form it asks: **TERMS IN DISPUTE AND PROPOSED PROVISIONS TO BE CONTAINED IN THE NEW LEASE.** The applicant made the following statement: *"The terms in lease are not yet agreed between the parties and the Applicant requires the Tribunal to determine any of the terms that remain outstanding."*
74. The premium figure is determined by the Tribunal above. There does not, from this paragraph made in reply to the Tribunal's standard questions at Form Box 9, appear to be any other outstanding clause in the draft lease which is in dispute. The Tribunal has no other references to any other items in active dispute and neither party made representations to the Tribunal in the hearing bundle.
75. It appears that the applicant might be challenging proposed clauses from the landlord. However, no alternative wording was suggested, nor have any comments on the proposed change been made in the accompanying materials in the bundle that are obvious to the Tribunal.
76. As these intended challenges have not been overtly represented to the Tribunal in this bundle or elsewhere, the Tribunal must conclude that they were resolved between the parties since preparation and submission of the bundle; and that as they are now settled fall outwith the jurisdiction of the Tribunal to determine.

Name: Neil Martindale

Date: 18 May 2023