



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

Case reference : **CAM/33UG/MNR/2023/0105**

HMCTS code : **P:PAPERREMOTE**

Property : **3 Birch Close, Little Melton,
Norwich, NR9 2QX**

Applicant (Tenant) : **Mr and Mrs Grainger and Ms
Thacker**

Respondent (Landlord) : **Ms Dromgoole and Mr Hinton**

Type of application : **Application for permission to
appeal**

Tribunal members : **Peter Roberts FRICS CEnv**

Date of Decision : **30 January 2024**

DECISION

Description of hearing

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper hearing described above as P:PAPERREMOTE. The issues were decided on the papers.

Decision

1. The Tribunal has considered the Applicant's request for permission to appeal to the Upper Tribunal Lands Chamber dated 18 December 2023 in respect of the Determination dated 27 November 2023 and determines that:
 - a. It will not review its Decision; and
 - b. Permission be refused for appeal to the Upper Tribunal Lands Chamber.
2. The Respondent may make a further application for permission to appeal directly to the Upper Tribunal (Lands Chamber). Any such application must be made no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission to appeal.
3. Where possible, the Respondent should make any further application for permission to appeal online using the Upper Tribunal's online document filing system, called CE-File. This will enable the Upper Tribunal to deal with it more efficiently and will enable the parties to follow the progress of the application and submit any additional documents quickly and easily.
4. Information about how to register to use CE-File can be found by going to the following web address:

[https://www.judiciary.uk/wp-content/uploads/2021/07/Practice-Note-on-CE-filing-Lands-Chamber-17.6.21 .pdf](https://www.judiciary.uk/wp-content/uploads/2021/07/Practice-Note-on-CE-filing-Lands-Chamber-17.6.21.pdf)
5. Alternatively, it is possible to submit an application for permission to appeal by email to: Lands@justice.gov.uk.
6. The Upper Tribunal can also be contacted by post or by telephone at: Upper Tribunal (Lands Chamber), 5th Floor, Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL (Tel: 020 7612 9710).

Reasons

7. The relevant provisions in respect of appeals concerning the amount of the rent increase are set out at Section 9 of the Practice Directions of the Upper Tribunal (Lands Chamber) dated 19 October 2020 (the "Practice Directions" which can be found at the following link:

<https://www.judiciary.uk/guidance-and-resources/upper-tribunal-lands-chamber-practice-directions/>
8. Paragraph 9.3 of the Practice Directions provides that decisions concerning rent increases may only be appealed to the Upper Tribunal Lands Chamber on a point of law.

9. No points of law have been raised by the Tenant and the Tribunal is therefore unable to grant permission for a referral to the Upper Tribunal Lands Chamber.
10. Notwithstanding this point, the Tribunal has considered whether there are sufficient grounds for a review of its Determination but, for the reasons set out below has concluded that there are not.

The Tenant's Appeal

11. The Tenant's appeal stated:
 - *“Since the property started to be managed by Gilson Bailey, we have yet to sign an updated/renewal of the tenancy agreement, As (sic) we would like to negotiate what is covered in the maintenance by each party.*
 - *The property itself requires maintenance to, in our opinion justify the increase of £450 per calendar month, as you can see from the attached listings, one of them by the current agent, and each of them appears to have a large amount of money spend on the modernisation of the kitchens, bathrooms, floorings tec.*
 - *We are still experiencing issues with the hot water/Heating system in the property the latest one was reported on 13th Dec 23.”*
12. No further points were raised.

Commentary

13. Paragraph 14 of the Determination set out the assumptions that the Tribunal is required to make in respect of the lease terms. The Tribunal is unable to depart from these assumptions. It therefore follows that the Tribunal is therefore unable to have any regard to terms that may be agreed between the parties at some point in the future.
14. The Tribunal's lease assumptions do bind or fetter the parties' ability to negotiate and agree terms in respect of a new tenancy.
15. The Tribunal took full account of repair and decoration matters and comparisons with other properties on the market. In addition, the Tribunal notes the comment in respect of the heating but can only have regard to matters as they existed as at the date of the Determination.

Name: Peter Roberts FRICS CEnv

Date: 30 January 2024