Case No: L00MA189

IN THE COUNTY COURT AT LUTON

Luton Justice Centre
Luton Justice Centre
Floors 4 & 5, Arndale House
Luton Point
Luton
LU1 2EN

BEFORE:

HIS HONOUR JUDGE MURCH

BETWEEN:

DONE BROTHERS (CASH BETTING) LIMITED — **CLAIMANT**

- and -

LATIF — **(1) DEFENDANT**
LATIF — **(2) DEFENDANT**

Legal Representation
Mr Greville Healey (Counsel) on behalf of the Claimant
Mrs Lara Jane Hicks (Counsel) on behalf of the Defendant

Other Parties Present and their status
None known

Judgment

Judgment date: 10 April 2025
Transcribed from 11:17:44 until 11:56:45

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His Honour Judge Murch:

1. I am concerned with a discrete point in this matter, namely the rent which should be awarded under section 34 of the Landlord and Tenant Act 1954, on the renewal of the lease held by the Claimants of 199 Shenley Road, Borehamwood. This is in the context of an unopposed application for a new lease, following the service of a section 25 notice by the landlord. No procedural points are taken in that regard. The simple point I need to determine, but the important one, is the rent which is payable under the terms of the new tenancy.

2. The parties were in dispute as to the terms of the new tenancy, in particular its length and whether there should be a break clause. All of those points have now been resolved leaving, as I say, the only point before me being the award of rent.

3. To give that assessment some context, it is perhaps helpful if I set out the legal test that the Court must apply when determining the rent payable under a new tenancy under the 1954 Act. Section 34 of the Act provides:

> "The rent payable under a tenancy granted by order of the court under this Part of this Act shall be such as may be agreed between the landlord and the tenant or as, in default of such agreement, may be determined by the court to be that at which, having regard to the terms of the tenancy (other than those relating to rent), the holding might reasonably be expected to be let in the open market by a willing lessor."

There are then certain disregards, in particular:

> "(a) Any effect on rent of … the tenant … having been in occupation …
>
> (b) Any goodwill attached …
>
> (c) Any effect on rent of any improvement [which is relevant].
>
> (d) In the [event] of [it being] licensed premises, [the] value attributable to the licence."

The important point is that the assessment must be the rent which might reasonably be expected to be let in the open market by a willing lessor.

4. This is not a matter of discretion, as the editors of Reynolds & Clark point out at paragraph 9-002:

> **"As is pointed out in *O'May v City of London Real Property Co Ltd,* a sharp distinction is to be drawn between the process which the Court carries out under section 34, and that which it carries out under section 35. The power under section 34 is not a matter of discretion, but a matter of valuation."**

5. The date of the valuation is three months and three weeks from today's date, that being the effect of section 64. It is not contended by either expert, from whom I have heard evidence, however that anything turns on that slight delay, it not being suggested the market is that volatile at the moment that anything follows from that.

6. The Court approaches this task with the assistance of experts, having regard to comparable transactions. It is perhaps a truism that there will never be a property which is exactly the same as the property in issue or which is let on exactly the same terms. The Court has to approach this as a matter of valuation evidence, having regard to such comparables as the experts are able to identify. That much is clear from the Court of Appeal in the *Living Waters Christian Centres Limited v Henry George Featherstonhaugh* [1999] WL 477 963, where the Court of Appeal made that point. The Court of Appeal also made the point that:

> "Information as to the material characteristics of the other properties, said to be comparables, may be complete or relatively incomplete. The less complete it is, the less weight can be given to that property as a comparable. Special circumstances relating to the negotiation of the rent at a particular property may render it a poor comparable or not a comparable at all, whereas, if there were no knowledge of those circumstances, that property might appear to be the perfect comparable."

7. Finally, the Handbook of Rent Review helpfully sets out the different types of comparable evidence, putting them in a hierarchy, which I adopt for the purposes of identifying the process I have to apply here. The Handbook says:

> "The quality of the evidence derived from the various ways in which rent can be fixed in terms of the weight which can be attached to it when forming opinions of value will depend upon the circumstances of each case. All other things being equal, the descending order of weight is,
>
> a) Open market lettings.
>
> b) Agreements between valuers at arms-length upon lease renewal or rent review.
>
> c) Determination by independent expert.
>
> d) An arbitrator's award.
>
> e) Determination by the court under the 1954 Act.
>
> f) Hearsay."

The editors go on to say:

> "Although hearsay evidence is now generally admissible in civil proceedings this does not alter the weight to be attached to it. The quality of such evidence can however be enhanced through technical procedures such as the Civil Evidence Act notices."

That hierarchy is not a fixed rule but it is a useful guide for valuers and the Court as to the weight which can be given to any particular comparable which is set out.

8. There is a measure of agreement between the experts in this case. It is agreed that the zoning methodology is the way to approach the question as to what the rent should be

under the new lease. There is also agreement that in terms of zone A the relevant value is 570 square feet. There is no dispute between the experts on that point. There is though disagreement as to what the zone A rent should be. Mr Sasto, the expert called on behalf of the Claimant, says it should be £36.50 per square foot. Mr Dosanjh, the expert called on behalf of the Defendants, contends for a figure of £61 per square foot. There is clearly therefore a considerable difference between the two experts.

9. I heard evidence from the experts in this case. I heard from Mr Sasto, who holds a B.Com (Hons) degree. He is a member of the Royal Institution of Chartered Surveyors and is a director at CBRE, working within the High Street Retail Lease Consultancy Team. He lives locally to the subject premises. He has worked in the property industry since 2007 and has been with CBRE since 2012. Mr Dosanjh has an equally impressive curriculum vitae. He told me he has an MSc in Real Estate and Investment. He spent seven years working for a local authority in the Lease Renewals and Dilapidation Department. He then spent four years on Savile Row in private practice before joining CBRE for seven years, taking over Conway, where he now works, within the last three years. Essentially, he has been a surveyor for some 20 years. He too is a member of the Royal Institution of Chartered Surveyors.

10. I will review then the evidence I have heard from each of the experts in support of the figures for which they contend by way of the zone A figure. As I say, there is no difference between them as to the methodology which is applicable in this case in terms of a zone A figure having been agreed.

11. It was the evidence of Mr Sasto that 199 Shenley Road is situated in a location which is apparent from the GOAD map, namely that the footfall tends to come from the west. Essentially, the subject premises is at the north eastern most extremity of Shenley Road, as depicted on the GOAD map before me. It has carparking in front of the premises, a point made by Mr Sasto, and also is near to a Tesco superstore, where he said people are able to park free of charge for a period of time. He said that it is only the ground floor which is let out and there are approximately four parking spaces in addition to the provision to which I have already referred. He spoke of the area having excellent transport links.

12. The comparable upon which he relied is 189 Shenley Road. It is in fact the closest, in terms of proximity of the various comparables to which my attention has been drawn. It has a comparable value of £40.50 per square foot, his assessment being that a 10% reduction should be applied to reach the figure for which he contends. He says that it is a slightly more favourable location with higher footfall and makes the point that the evidence is that the tenant was unrepresented and an in the absence of a break clause and rent free period, a lower rent might perhaps have been negotiated. He is able to say that because his expert report contain appendices setting out detailed proformas, reference to the heads of terms which were agreed between the parties, and also his correspondence with the agent who dealt with the transaction. He was therefore able to give the evidence he did as to the circumstances regarding that particular transaction.

13. Mr Sasto also relied upon 142 Shenley Road where a new ten year lease was negotiated in November 2023. That gives a zone A figure of £37.85 per square foot. The point was made by Mr Sasto that it is on the opposite side of the road and therefore perhaps has a slightly higher footfall because it is near to the Tesco superstore to which I have already referred.

14. He also relied upon 144 Shenley Road, which gave a figure of £30 per square foot. That was a rent review concluded on 24 June 2023. It was put to him that this was not a helpful comparable because there was an element of a residential unit above the property. That was apparent from the information that he supplied in his report, but his answer was that he had stripped out the residential aspect, that being the way in which one applies the zonal approach, which both experts in this case agree is the approach which should be adopted. Therefore to the extent there was a residential aspect, it did not play a part in the figures that he produced because it was stripped out for the purposes of the zonal analysis which he was applying.

15. He also relied upon 163 Shenley Road, which gave a zone A figure of £46.75. This was a transaction in which he himself had acted and therefore he had direct knowledge. He had taken part in the rent review in 2023. It was a similar size to the present property. He said that it was therefore, to that extent, a good comparable. He made the point, importantly, that this was a negotiation of a sublease rent review, rather than the headlease, and to that extent it of course replicated, he said, what was agreed in the headlease, no tenant wanting to have exposure to the rent under the headlease not being covered. To that extent, it was not helpful because it was not properly a comparable of a similar nature to the task I have to apply. I agree.

16. He was questioned about the comparables upon which Mr Dosanjh relied, namely 159 Shenley Road and 183 Shenley Road, which came in at £62.41 for zone A, and £62.29 per square foot for zone A, respectively. Mr Sasto was familiar with those properties, but as I shall say, the underlying evidence upon which Mr Dosanjh relied was not before the Court, and therefore Mr Sasto was not able to express any further view upon the figures than I have already set out. He observed that the properties upon which Mr Dosanjh relied were not as proximate as 189 Shenley Road, upon which he relied, and there were differences in the terms of the lease.

17. Mr Dosanjh gave evidence on behalf of the Defendants. It is an important feature of his case that the first document upon which he placed reliance is a letter dated 15 April 2024. I do not think it can be argued that this is a document which complies with CPR Part 35. In fairness to Mr Dosanjh, under cross-examination he did not suggest that it complied with Part 35. Its purpose becomes apparent when one looks at the terms of the letter. First, it is addressed to the Second Defendant, it says:

> **"We thank you for your kind instructions as to provide initial advice in connection with the rental valuation for the purposes of a lease renewal."**

It goes on to say:

> **"This report provides the initial advice regarding the potential for achieving a rental increase over the passing rent of £17,250 per annum."**

18. Under cross-examination, Mr Dosanjh told me that his instructions had been to provide market evidence, the assumption being evidence of uplifts, the idea being to focus on deals achieving maximum rentals in the area. The letter went on to conclude in section 4, headed:

> **"Comparable evidence."**

followed by a series of transactions, which I shall refer in greater detail. Before that table though the following words appear:

> **"To achieve a rental increase, we must demonstrate that we have supportive comparable evidence. Accordingly, we have found the below evidence to support an uplift of rent."**

The analysis was then carried out by Mr Dosanjh and in his conclusion section, headopted the rate of £61, zone A, per square foot.

19. The evidence of Mr Dosanjh before me was that he was never instructed to produce a report which complied with the Civil Procedure Rules Part 35. What he did do was to send a letter, dated 28 February 2025. Again, it is addressed to the Defendants, but it reads as follows:

> **"In accordance with the practice statement and guidance note for surveyors as expert witnesses, issued by the Royal Institution of Chartered Surveyors, I declare the following.**
>
> **1) My report indicates all facts that I have regard as being relevant to the opinions that I have expressed, and attention has been highlighted to any matters that effect the validity of those opinions.**
>
> **2) I understand that I have complied with my duty to the Court as an expert witness, which overrides any duty to those instructing or paying me. I have given my evidence impartially and objectively, and I will continue to comply with that duty as required.**
>
> **3) I am not instructed under any conditional fee agreement.**
>
> **4) I have no conflicts of interest of any kind in my report.**
>
> **5) I am aware of and have complied with the requirements of those rules, protocols and directions of the Court.**
>
> **6) I am aware of the requirements of CPR Part 35, its practice directions and the civil justice guidance for the instruction of experts in civil claims."**

He then goes on to say:

> **"I can confirm that I have made clear which facts and matters referred to in my report are within my own knowledge and which are not. Those that are within my own knowledge, I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer. I understand that proceedings for contempt of court may be brought against anyone who makes or causes to be made a false statement in a document verified by a statement of truth without an honest belief in its truth."**

Reliance was therefore placed upon this letter as rescuing the first letter from the consequences of not being one which complied the requirements of CPR Part 35.

20. I was told that that this letter was sent to the Claimants under cover of an email dated 5 March 2025. What the Claimants did when they were sent the documentation which was attached, namely that letter and a series of proformas, was to look at the metadata of the proformas. That was in evidence before me, no objection was taken to this evidence being before me. It shows that one Luke Curtis was the author of the document, it having been created on 5 March 2025 at 8.11. It was last modified by, it seems, the Second Defendant, also at 8.11 that day. It was provided as an attachment to an email timed on 5 March at 12.32. Mr Dosanjh told me that Mr Curtis was an employee in his practice. He told me that it was he, that is to say Mr Curtis, who had supplied the proformas upon which reliance was placed. The important point he had to accept was that these proformas were not part of the original letter, it was something provided after the event, attached to the letter upon which reliance was being placed.

21. It was Mr Dosanjh's evidence that he was aware of the requirements of CPR Part 35, but that he had not been instructed, as I say, to provide a report which complied with its requirements. He told me that Mr Curtis had created the document, tidying up proformas which existed, and that was the evidence upon which he now relied. Reliance was clearly placed on those proformas from the CoStar database, which as I understand it is a subscription service available to experts and those advising their clients in rent review negotiations. It is clear, and I think Mr Dosanjh had to accept, that this is different from the approach adopted by Mr Sasto, which was to go to the agents where possible, where he did not have direct knowledge of the transactions upon which reliance was being placed.

22. As I say, Mr Dosanjh had set out a series of transactions in his first letter. Before me, he distanced himself from 205 to 205A Shenley Road, which gave a figure of £61.31 per square foot for zone A, on the basis that he had discovered that it potentially had a residential element above it and therefore required further work from him to carry out the analysis as to what the zone A figure should be. But the other properties, ranging from Shenley Road to St Albans were figures of £54.05 to £62.41 and relied upon for his zone A figures.

23. Under cross-examination Mr Dosanjh had to accept that there were errors in the comparables, the proforma documents which were put before him. There was confusion, it seems, between the lease commencement dates for 159 Shenley Road and 183 Shenley Road, possibly the two dates were transposed and did not match what was in the original letter. An attempt was made, while Mr Dosanjh was being cross-examined, to put before me the lease upon which reliance was being placed for those transactions. I did not allow it to go in, the point being that this is something that should have been disclosed at an earlier stage. Indeed, if a CPR Part 35 compliant report had been provided, this evidence should have been made available (or could have been sought) at an earlier stage than at trial.

24. There was cross-examination of the various comparables. The first was 159 Shenley Road, where a new lease had been granted in November 2022. An important feature perhaps of the case is that the landlord was the father, as I understand it, of the Defendants. It was for a term of 15 years, with a rent of £35,000. A premium of £15,000 was payable in circumstances where also there was no rent free period. Mr Dosanjh was not really able to assist me as to the detail of this transaction. He was not

able to assist me as to why it was that a premium had been paid and no rent free period had been offered. There was, at some stage, on his own suggestion, the possibility that there might have been some payment for goodwill but he accepted that there was no evidence of that before the Court. He was not really able to assist me as to why it was that a premium had been paid and no rent free period had been granted. His evidence was it was not unusual to have no rent free periods in the retail sector, and although it was perhaps unusual for there to be a premium, it was not unusual in the context of a buoyant market like Shenley Road where there was a lot of interest. He did not say though that he was able to recall when it was that he had looked at the lease for this property so as to support the information in the proforma.

25. He was not able to explain why it was that there was a difference between the dates in the proformas and his original letter between November 2022 and August 2023.

26. Similarly, he placed reliance upon 43 Shenley Road, where again the landlord had been the father of the Defendants. A £35,000 premium had been payable, but again, the information was not before me to support the figures upon which reliance was being placed. At one stage Mr Dosanjh ruled out the possibility that there was a sale of a business here, saying it would be rare that such a figure had been payable for a good will premium. He was not able to assist me any further in the absence of particulars. But he said this transaction had been included to show there was a demand for properties in the area, which he said would of course lead to an increase in the rent payable.

27. Similar points were made in respect of 183 Shenley Road, which again was a transaction where the landlord was the father of the Defendants. He had to accept, I think, that there was a difference between what the proforma said, namely that it was a restaurant, and the GOAD plan, which was before me, and was not questioned by him, which spoke of it being an M1 convenience store. He said he had not been to the site recently and therefore was not able to express a view upon that discrepancy.

28. He said that 189 Shenley Road, being the transaction relied upon by the Claimant's expert, was not helpful. He made the observation that it was slightly back from the property which was next to it, namely 195A Shenley Road. It is true that the row of shops in which 189 is situated, is set back from the frontage of 195A Shenley Road. It is important to note, as I think Mr Dosanjh had to accept, that 195A is to the north east, that is to say against the flow of footfall, which is from the west, that being the evidence of the Claimant's expert, which is supported by the layout of this particular part of Boreham Wood. Mr Dosanjh accepted he had not himself carried out a footfall analysis of this particular property.

29. He had to accept that Unit 6, 23 George Street, St Albans, upon which he had relied, which gave a figure of £55.06, was some 8.9 miles away. He had included it because it was *sui generis* use, the same as the instant property and he said in a similar location but accepted it was a different use within the sui generis use class.

30. Also, 27 High Street, with a WD6 postcode, he said he had not himself inspected the property. He said it was included because it was near a busy crossroad junction, similar to the instant property and that is why he had included it. He said though that this was a report for his client and not something which was to be a Part 35 compliant response.

31. Similarly, the property at 289 Watling Street, with a WD7 postcode, which gave a figure of £54.05 for zone A, he had to accept was some 3.4 miles away.

32. He was taken to the document entitled 'Statement of Agreed and Disagreed Matters'. He had carried out some analysis of 189 Shenley Road, upon which Mr Sasto had relied. Curiously though, he sought to distance himself from that analysis, saying that this was not an agreed report and not something that had been signed, it was, as he put it, work in progress between the parties. Therefore to the extent he addressed 189 Shenley Road in that document, there was no statement of his analysis in any report before me. He accepted that 189 Shenley Road was a comparable, putting emphasis on the word a, to which the Court could properly have regard. I think he had to accept though that he himself had not revisited the question of the proper rent in the light of 189 Shenley Road having been brought to his attention. He of course cannot be criticised for not having regard to it in his first letter because that was written before the transaction had been completed. But it was telling that when pushed that he simply had not, it seems, reflected upon 189 Shenley in his analysis. He was asked, in the witness box, to carry out the analysis. He was asked whether he wished to review the figure of £61 in the light of the evidence which he had heard. He said that it would be unfair to put him on the spot without him having carried out the work. As he put it, the figure would "not be north" of £61. He added however that there was strong evidence to support £61 being a comparable and good figure. But I think he had to accept that he had not carried out the analysis of revisiting his figures in the light of new information.

33. On behalf of the Defendant it was contended that 189 Shenley Road had to be treated with some care because previously it had been a bank and the evidence of Mr Dosanjh was where there were vaults under a bank, it made a property somewhat less attractive. The point was also made that 189 Shenley Road had less of a window frontage than 199 Shenley Road. That is a fair observation. Having previously been a bank, it is perhaps not surprising that it had a different frontage to the commercial units with which I am concerned. Also, points were made about the lack of a break clause in that lease and the fact that Mr Sasto had made the point that there could have been negotiations to reduce the figure which was obtained.

34. It was put on behalf of the Defendants that there was no credible justification for the Claimant's figure and therefore I should treat it with great care. That comparable relying instead upon 159 Shenley was said to be a good comparable, the premium payable being likely to reduce the rent which would have been payable and therefore was supportive of the analysis of Mr Dosanjh.

35. It was said in closing submissions on behalf of the Defendant that the burden was on the Claimant to show what the rent should be. I accept the response of Mr Healey on that point, namely that the burden is on any expert to prove the facts behind the comparables. Once that has been done, it is then for the Court to analyse the comparables and determine which is closest, on the basis of reliable evidence, to the subject property. One needs to stand back and look at each comparable and ask: how reliable is that comparable? How reliable is the information behind that comparable? This is a task which is made relatively straightforward in this case given the difference in approach between the two experts. The Claimant's expert had provided a report which complies with Part 35 and is supported by the evidence upon which reliance was placed, and the evidence, on the other hand, of the Defendants' expert, which is

not, in my judgment, compliant with Part 35 and which does not have that material in support of it.

36. The point went further though, Mr Healey said, that I should reject completely the evidence of Mr Dosanjh. It simply was not a CPR compliant report. It was advice by an expert to a client, seeking an increase of rent. My attention was drawn to the principles in the *Ikarian Reefer*, I have regard to them. In particular, I have regard to point 6 which says:

> "If after exchange of reports, an expert witness changes their view on the material [having read the other side's expert report or for any other reason] such changes of view should be communicated [through legal representative] to the other side without delay and when appropriate to the court."

The clear point Mr Healey said was that in this case Mr Dosanjh had not applied himself to that important principle because he had not properly revisited his analysis when the comparable on which the Claimant most closely relied was brought to his attention.

37. The point went further, Mr Healey said. The documents behind the reports upon which Mr Dosanjh relied were not reliable. They did not have the background information which one saw in Mr Sasto's report, and then there were the inconsistencies, to which I have already referred, between such evidence as was before the Court and the letters which were sent by the expert in the first instance. In circumstances where Mr Dosanjh had sought to distance himself from the only document which was a document to which the Court could have regard under Part 35, the submission of the Claimant was that there was no Part 35 analysis at all on the part of Mr Dosanjh.

38. I accept that analysis. I accept the analysis that the original letter sent in April 2024, did not comply with the provisions of Part 35 of the Civil Procedure Rules.

39. In my judgment, the letter, which was sent on 28 February 2025, could not remedy, after the event, a document which did not comply with Part 35. I tread with caution because an expert who clearly is very experienced has put his name to a statement of truth, setting out the analysis which he has carried out. But in my judgment, there is not the evidence before me of that analysis having been carried out by Mr Dosanjh. When invited to do so in the witness box, he was not able to, perhaps unsurprisingly, not on the spot being able to carry out an analysis. But it should not have been a question that was necessary to be asked because he should have carried out the analysis, in my judgment, before coming to court.

40. I accept Mr Dosanjh was in difficulty in this case because his evidence before me was that he had not been instructed to compose a report which was compliant with CPR Part 35. The reality is there was no evidence before me filed by the defendants which complied with that requirement of the Civil Procedure Rules. Even though, if I had concluded that there was a report which was compliant with CPR Part 35, I would have preferred the comparables put forward by the Claimant. Having regard to the hierarchy, to which my attention was drawn, it clearly meets that test. It is the most recent, it is located close to the property, and it is a very similar space. In circumstances where the methodology of the Claimant's expert in analysing and devaluing for the purposes of providing a zone A figure in this case was not challenged, it must follow

that if I accept that comparable as the best comparable, that the zone A figure for which the Claimant contends must be the figure which I have regard to.

41. I accept the observations made by Mr Healey, it is a slightly better location. It may be there is a difference in parking, but I accept the submission made on behalf of the Claimants that one has to be careful about the importance of parking in this case where there is no evidence before me as to the extent to which customers of the Claimant will seek to use onsite parking in circumstances where there clearly is parking on the streets, to the side of the property and in front of the property, and it seems as well, in the Tesco property not far from the present site. Also, it strikes me that 142 and 144 Shenley Road are of some weight, although the point of course bears making, they are on the different side of the road and therefore more proximate to Tesco, and therefore are not perhaps of such great assistance as that at 189 Shenley Road.

42. On the other hand, the comparables upon which Mr Dosanjh relied, unfortunately are unverified transactions. That is important in the hierarchy of evidence point again. They are in effect, it strikes me, hearsay evidence, in circumstances where the clear evidence of Mr Dosanjh was that these are transactions carried out by the Defendants' father. That of course does not mean they are of no worth at all, but in circumstances where there is that troubling evidence of a premium having been charged, in circumstances where no rent free period seems to have been awarded, there is a troubling discrepancy, a gap as it were, in the underlying evidence upon which Mr Dosanjh relies. This, in my judgment, affects the reliability of that comparable. Also, it is less proximate in time than the comparable upon which Mr Sasto invited me to place reliance. They are also slightly further away from the subject premises, albeit, in fairness, within the broad vicinity of Shenley Road and within the broad vicinity of the parade in which the block is situated.

43. As I say, in circumstances where the analysis of Mr Sasto is not challenged, namely in paragraph 7.53 of his report, applying a zone A rate to the subject property, he concludes that:

> **"I would therefore suggest a 10% discount to the zone A rate, achieved on 189 Shenley Road should be applied to the subject unit to account for the inferior pitch"**

In my judgment, this is a sensible concession in circumstances where no challenge was made to his methodology, either in cross-examination or importantly, by Mr Dosanjh in his approach. Perhaps importantly, no further reduction was made by Mr Sasto to reflect his observation that this was an unrepresented tenant in this case. He made a reduction. In my judgment, it was an appropriate reduction. It does not seek to go further. Again, it is not an approach which has been the subject of challenge, or which is questioned by Mr Dosanjh in the document before me, be it admissible or otherwise.

44. For those reasons I accept the evidence of the Claimant's expert. It is not a question of burden of proof at that stage when looking at the valuation evidence. The burden of proof point is on the underlying information behind the comparables. For reasons I hope I have given, I am satisfied, more likely than not, of the facts set out in the report of Mr Sasto and cannot be satisfied in relation to the evidence of Mr Dosanjh, in circumstances where it is unreferenced and unsupported and has those important discrepancies, which have not been explained, in my judgment.

45. It follows therefore that the only point I am required to determine in this case, all terms of the lease having been determined, I decide in favour of the Claimant, and I adopt the figure which is relied upon by Mr Sasto. It was agreed, as I understand it, between counsel that the interim rent figure is the same figure as the initial rent figure in this case and I therefore so award.
