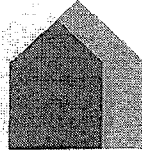


1497



Residential
Property
TRIBUNAL SERVICE

**LEASEHOLD VALUATION TRIBUNAL
LEASEHOLD REFORM HOUSING AND URBAN
DEVELOPMENT ACT 1993**

Case Ref: PJ/LON/OOAC/OCE/2007/0184

Property: 57 & 59 Kitchener Road Finchley London N2 8AS

Applicant: 57 & 59 Kitchener Road Ltd.

Respondent: Ratnasabapathy Hajendran

Date of Determination: 21 August 2007

Date of Decision: 21 August 2007

Members of Tribunal: Mr S. Shaw LLB(Hons) MCIRArb
Mr N Martindale FRICS

DECISION

INTRODUCTION

- 1 This case involves an application for collective enfranchisement of the property situate and known as 57/59 Kitchener Road Finchley London N2 8AS (“the Property”). The application is made by 57 & 59 Kitchener Road Ltd. (“the Applicant”) which is the nominee purchaser on behalf of the participating tenants of the two flats which comprise the property. The ground floor flat is No.57 Kitchener Road and the present leasehold owners are Simon Thomas Rooks and Mathew Alexander Veitch. The first floor flat is No.59 Kitchener Road and the present leasehold owner is Fiona McEwan.

- 2 The application involves an absentee landlord. Endeavours were made to trace his whereabouts, but these were unsuccessful. Accordingly, an application was made to the Barnet County Court dated 25 September 2006, for an order dispensing with the service of the usual S.13 notice. That order was granted on 10 May 2007 and the case was on that date transferred to this Tribunal for determination of the price to be paid for the freehold interest held by the freeholder.

ANALYSIS AND VALUATION

- 3 The lease of flat 57 is dated 12 June 1968 and is for a term of 999 years from 25 March 1968. There is a supplemental deed dated 29 August 1980 which deals with certain insurance issues and reciprocal covenants. The lease of flat 59 is dated 19 August 1982 and is likewise for a term of 999 years from 25 March 1968. Accordingly, both leases have 960 years unexpired. The ground rent for No.57 is £10 pa for the duration of the term together with further rent for insurance premium; the ground rent for No.59 is £1 pa for the duration of the term together with further rent for insurance premium.

- 4 The plans annexed to both leases and appearing on HM Land Registry indicate that flat 57 is demised with the garden at the side of the building, and flat 59 has the benefit within the demise of the rear and part of the front garden. It appears from these plans that an area covering the front step and entrance to each flat is excluded from the leasehold titles, but that both leaseholders have rights or easements over this area. The original S.13 Notice prepared in this case proposes a purchase price of £115 for the freehold interest of the specified premises and a further £25 for the freehold interest of the property to be acquired by S.1 (2) (a) of the Act.

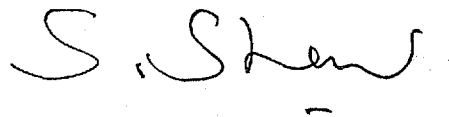
- 5 It will be apparent from the foregoing that we are here dealing with a reversionary interest which is of no significant value given the unexpired terms of these leases. Both leases have a

ground rent income of a very modest kind. There is no profit to be made from the insurance contribution by way of further rent. Accordingly, the Tribunal values the price to be paid for the collective enfranchisement on the basis of the capitalised value of the ground rent in perpetuity of No.57 at a deferment rate of 8% - which would equal £125. The ground rent in perpetuity of No.59 at £1, capitalises at 8% to £12.50. Valuing the appurtenant interests at say £50, the total sum to be paid for the collective enfranchisement is £187.50.

CONCLUSION

- 6 For the reasons indicated above the Tribunal determines the price for enfranchisement in this case to be £187.50. The Tribunal approves the terms of transfer in the draft form TR1 submitted in the application.

LEGAL CHAIRMAN: S. Shaw



DATED: 21 August 2007