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**First-tier Tribunal
Property Chamber
(Residential Property)**

Case Reference : CAM/00KF/OLR/2017/0093

Property : 12 Gordon Road,
Southend-on-Sea,
SS1 1NQ

**Applicants
Represented by** : Keith Graham Blacklaws
Mark Robertson (solicitor) and Mr. Roy
V Hilton MRICS

Respondent : Sheila Katarina Butler
(not present or represented)

Date of Application : 15th May 2017

Type of Application : To determine the terms of acquisition
of the lease extension of the property
where the landlord cannot be found
(section 51 of the Leasehold Reform
Housing and Urban Development Act
1993 (“the 1993 Act”))

Tribunal : Bruce Edgington (lawyer chair)
Stephen Moll FRICS
Evelyn Flint DMS FRICS IRRV

**Date and place
of hearing** : 16th August 2017 at the Court House,
Tylers House, Tylers Avenue, Southend-
on-Sea, Essex SS1 2AW

DECISION

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1. The ‘appropriate sum’ to be paid into court for the new lease of the property pursuant to section 51(5) of the 1993 Act is £10,710.00
2. The remaining terms of the deed of surrender and new lease are as set out in the document in the bundle provided to the Tribunal by the Applicant’s solicitors as approved by the Tribunal subject to (a) any reasonable requisitions which may be raised by the Land Registry, (b) the insertion of the appropriate sum, (c) the insertion of “1993” after “Leasehold Reform Housing and Urban Development Act” in LR5 and (d) the

insertion in Recital B of the words “*ground floor flat and garden being the*” before “*property*”.

Reasons

Introduction

3. This application is for the Tribunal to determine the terms (including the premium) of the lease extension of the property following a vesting order made by District Judge Ashworth sitting at Southend County Court on the 13th April 2017. The existing freehold owner cannot be found. A combination of the effects of sections 51(3) and 51(8) of the **Leasehold Reform, Housing & Urban Development Act 1993** (“the Act”) mean that the valuation date is 7th February 2017.

The Inspection

4. The members of the Tribunal inspected the property on the morning of the hearing, having previously received and read the report of the Applicants’ expert valuer, Mr. Roy V Hilton MRICS. He was present at the inspection.
5. It is as described save for the fact that the interlocking concrete tiled pitched roof appears to have recently been replaced by a composite roof giving the appearance of slate. The Tribunal members were not entirely sure whether the front of the property was pebbledashed but they did not inspect closely and it matters not so far as the valuation is concerned.
6. The lease refers to a parking space but there is clearly no room either at the front of the property or the rear for such a space. The Tribunal assumes that this was set out in the lease in error.

The Law

7. The price to be paid on a lease extension is calculated in accordance with the provisions of Schedule 13 of the 1993 Act. The price includes (a) the diminution in value of the freeholder’s interest in the tenant’s flat once the new lease is granted as compared with the value under the original lease, calculated in accordance with the assumptions in Paragraph 3 of the Schedule (b) the freeholder’s share of the marriage value (if any) and (c) any compensation payable to the freeholder under Paragraph 5 of the Schedule.

The Hearing

8. The hearing was attended by Mark Robertson, solicitor, and Mr. Hilton. The members of the Tribunal had been able to look at the outside of the comparables used by Mr. Hilton. They had also discussed the evidence after the inspection but before the hearing and had determined that subject to his clarifying one or two matters, Mr. Hilton’s figures would be accepted. There was a slight error in the ‘reversion’ part of the ground rent calculation which Mr. Hilton had noticed himself. That reduced the premium payable slightly but there were compensating features which were enough for the Tribunal to adopt the valuation.

Conclusions

9. As has been said, the figures supplied by Mr. Hilton were agreed by the Tribunal.
10. As far as the draft Deed of Surrender and New Lease is concerned, the Tribunal determined that it was agreed save for the matters set out in the decision above which were discussed with and agreed by Mr. Robertson. As far as the parking space set out in the lease recitals is concerned, the Tribunal concludes that this was an error and has been omitted from the new lease description. It is not mentioned in the property register and Mr. Hilton told the Tribunal members that there is no off street parking.

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Bruce Edgington
Regional Judge
17th August 2017

ANNEX - RIGHTS OF APPEAL

- i. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- ii. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- iii. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- iv. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.