



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

**Case reference** : **CHI/24UF/OAF/2021/0002 – 0011  
CVP:REMOTE**

**Property** : **Various properties at Peel Common,  
Gosport  
(full list next page)**

**Applicant** : **Mark Edward Sims & Anita Sandra Sims  
And others (see next page)**

**Representative** : **Glanvilles LLP  
Mr Tawse Solicitor  
Mr J Wilkins MRICS (expert)**

**Respondents** : **Honor Management Limited**

**Representative** : **Mr Lewis of Counsel**

**Type of application** : **Leasehold Reform Act 1967**

**Tribunal** : **Judge F J Silverman MA LLM  
Mrs J Coupe FRICS**

**Date of Hearing** : **17 June 2021**

**Date of Decision** : **28 June 2021**

<b>Case No</b>	<b>Property</b>	<b>Applicants</b>
<b>CHI/24UF/OAF/2021/0002</b>	<b>5 Meon Close, Gosport PO13 oQL</b>	<b>Mark Edward Sims &amp; Anita Sandra Sims</b>
<b>CHI/24UF/OAF/2021/0003</b>	<b>5 Dell Quay, Gosport PO13 oQG</b>	<b>William James Biss</b>
<b>CHI/24UF/OAF/2021/0004</b>	<b>26 Langstone Walk, Gosport PO13 oQN</b>	<b>Peter Edward Cheese &amp; Andree Claire Cheese</b>
<b>CHI/24UF/OAF/2021/0005</b>	<b>7 Shearwater Close, Gosport PO13 oRB</b>	<b>Mark Peter Anthony Chorley &amp; Christine Anne Chorley</b>
<b>CHI/24UF/OAF/2021/0006</b>	<b>7 Warsash Grove, Gosport PO13 oQR</b>	<b>Peter Edgar Cole &amp; Rosemary Ann Cole</b>
<b>CHI/24UF/OAF/2021/0007</b>	<b>1 The Parkway, Gosport, PO13 oPT</b>	<b>Graham William Franklin</b>
<b>CHI/24UF/OAF/2021/0008</b>	<b>59 Brookers Lane, Gosport PO13 oPQ</b>	<b>Paul Norman Lundquist</b>
<b>CHI/24UF/OAF/2021/0009</b>	<b>15 Chichester Close, Gosport PO13 oQH</b>	<b>Francis Thomas William Norman &amp; Marie Norman</b>
<b>CHI/24UF/OAF/2021/0010</b>	<b>29 Langstone Walk, Gosport PO13 oQN</b>	<b>Graham Melvyn Ruewell &amp; Laura Lynnette Reid</b>
<b>CHI/24UF/OAF/2021/0011</b>	<b>12 Warsash Grove, Gosport PO13 oQR</b>	<b>Malcolm Randolph Shepherd &amp; Linda Shepherd</b>

## **DECISION**

1. The Tribunal refuses the Respondent's application for a postponement of the hearing.
2. The Tribunal determines that in respect of each property which is the subject of this application the price payable to acquire the freehold reversion is £63 (sixty- three pounds only).
3. The Tribunal approves the form of the Transfer (attached) which is to be used, without alteration (save as to the property, the names of the buyers and date) in each of the cases which are the subject of this application.
4. The Tribunal orders the Respondent to execute each transfer and return the same to the Applicants' solicitor within 28 days of the document being sent to it by signed for post.
5. The Tribunal orders the Respondent to pay to the Applicants' solicitor within 28 days of the date of this decision the sum of £1,200 representing the reimbursement of the Applicants' application and hearing fees and the sum of £1,844.40 in respect of wasted costs awarded under Rule 13 of the Tribunal Rules of Procedure (total: £3,044.40).

**This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V:CVPREMOTE. A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents to which the Tribunal was referred are contained in electronic bundles the contents of which are referred to below. The orders made in these proceedings are described below.**

## **REASONS**

1 The Applicants made an application to the Tribunal to determine the price to be paid for the acquisition of the freehold reversion of their respective properties under the Leasehold Reform Act 1967 (the Act). The Tribunal is also asked to approve the form of transfer to be used which will be common to all the Applicants involved in this application.

2 The properties form part of an estate of about 500 residential units in Gosport most of which have already been enfranchised under the Act.

3 Claims notices were served on 28 September 2020 and in the absence of any response from the Respondent, an application was made to the Tribunal on 08 February 2021.

4 Directions were issued by the Tribunal on 05 and 15 March 2021 and the hearing of the matter took place by remote video conference on 17 June 2021. Mr Tawse, Solicitor represented the Applicants with expert valuation evidence being given by Mr J Wilkins MRICS. The Respondent was represented by Mr Lewis of Counsel who had instructions only in respect of the Respondent's application for a postponement. He did however attend the entire hearing taking no active part in the proceedings after the decision to refuse the postponement was announced.

5 Case no CHI/24UF/OAF/2021/0002 (5 Meon Close referred to as 'Meon') was chosen as the lead case at this hearing. For the reasons cited below it was considered that the facts of all the remaining conjoined cases (ending nos. 03-11 inclusive ) were substantially identical to those affecting Meon and that it was therefore only necessary to hear the evidence and to reach a Decision on Meon which would then apply to all the other cases in this sequence.

6 Current Covid-19 pandemic, regulations prevent the Tribunal from carrying out physical inspections of properties. The Tribunal understands that the properties which are the subject of these applications all form part of an estate development of approximately 500 houses and bungalows built in Gosport in the 1960's and currently held by the Applicants on identical 999-year leases. The Tribunal had the benefit of colour photographs of each property supplied by the Applicants and had also viewed the properties on Google.

7 The Tribunal had received and read the electronic bundles of documents prepared by the Applicants for the Tribunal hearing, copies of which had also been served on the Respondent in accordance with the Tribunal's Directions. Page numbers below are references to documents in that bundle.

8 The Respondent made an application to postpone the hearing which was received by the Tribunal at 16.57 on 16 June 2021. The case officer forwarded it to the Tribunal immediately, but it was not in fact seen by the Judge until the morning of the hearing.

9 The Applicants explained that they too had received the application late in the afternoon of the day before the hearing day. The application was signed by Mr Lewis, a public access barrister who had been instructed by Ms J Grigaite a Director of the Respondent company on 16 June 2021 and who appeared on the Respondent's behalf at the hearing. Ms Grigaite had been sent a link to join the hearing but did not do so.

10 The Respondent's argument as put to the Tribunal by Mr Lewis on Ms Grigaite's instructions was that she had only received the bundles of documents two days before the hearing, and still did not have all the bundles relating to all the properties. It was claimed that late service of documents was not her fault and that she should be afforded additional time in which to prepare her case. Mr Lewis had not been instructed until the day before the hearing and thus had

insufficient time to prepare a full case for his client. He stressed that the interests of justice could only be served if Ms Grigaite was given a proper opportunity to state her case. As things stood, Mr Lewis asserted that the Tribunal would hear only half the story.

11 While the Tribunal is sympathetic to Mr Lewis's position of having been instructed at the eleventh hour, and accepts that he was merely repeating to the Tribunal the instructions which had been given to him, it appears that the facts of the case may differ somewhat from Mr Lewis's client's version.

12 Ms Grigaite, a Director of and acting on behalf of the Respondent has been in correspondence with the Applicants' solicitors since at least 18 March 2021 when she copied them into an email sent by her to the Tribunal and which is on the Tribunal file. In that email she asked the Applicants' solicitor to confirm that they had acted on previous similar transactions [with the Respondent] where sums of £1,000 per house had been paid to enfranchise. She asked the Applicants to withdraw their applications and re-serve the notices. She commented that it was usual for parties in the Applicants' position to pay the landlords solicitors' and surveyor's fees.

13 It appears from that email and her subsequent emails to the Applicants, most of which appear to have been copied to the Tribunal, not only that the Respondent was at that date fully aware of the current proceedings, but also that she was familiar with the enfranchisement process.

14 On the Applicants' behalf Mr Tawse confirmed that all documents had been served on the Respondent in accordance with the Tribunal Directions and that his firm had previously dealt with more than 300 similar enfranchisement transactions on the same estate where the Respondent had been represented by solicitors.

15 At no point until the application to postpone was made late on the afternoon of the day before the hearing had the Respondent made any attempt to serve a notice in reply to the Applicants' initial notice, or to serve a response in answer to the Applicants' claim, or to comply with the Tribunal's Directions or even to apply to the Tribunal for an extension of time.

16 No application was made to postpone on medical grounds. Indeed, no excuse other than the late instruction of legal representation was put forward to justify the application for postponement. In the Tribunal's view this is totally inadequate and, having adjourned to consider the matter, it declines to grant the application.

17 It is noted that the Respondent's erroneous argument (made in correspondence) that the notices had not been correctly served on her was not repeated in Mr Lewis's application. Ms Grigaite had previously said that the Applicants' notices should have been served only at the proprietors' address as shown in the land registry office copies. The Tribunal agrees with the Applicants' view that correct service on a UK registered company is by post at its registered office. This was done (page 6). Proof that the Respondent did not

change its registered office to the address claimed by Ms Grigaite until after the date of service of the notices is found at page 8 of the Applicants' bundle.

18 It is also noted that although Ms Grigaite is claiming that she should be paid £1,000 per house plus solicitors and surveyors fees she does not appear to have instructed either solicitors or surveyors to act for her (no costs incurred) neither has she provided a valuation to justify her estimate. To assist the Tribunal, Mr Tawse said that virtually all previous enfranchisement transactions on this estate had been concluded without Tribunal applications and that some had reached an agreed settlement figure, including costs, of £1,000. In these cases the actual freehold purchase price had been calculated (using the statutory formula) at about £63 but the leaseholders had each agreed to pay £163, the additional £100 representing the saving made by the leaseholders who would otherwise have had to pay a Tribunal application fee of £100. The balance of the £1,000 was made up of the freeholder's costs.

19 The application itself is in effect uncontested, the Respondent having taken no part in the proceedings prior to the postponement application discussed above.

20 The Tribunal is satisfied that the service of notices and documents on the Respondent, including the Applicants' statement of costs and supporting documents, was made correctly and timeously.

21 The leases under which the Applicants hold their respective properties are all identical and were made between The Metropolitan Railway Country Estates Ltd (1) and [Alan John Phillip's and Doreen Phillips] (2) dated [28 May 1965] for a term of 999 years from May 1963 at a fixed ground rent of £5 per year. The dates of the individual leases and names of the original tenants are obviously different in each lease affected. The example given here relates to the lease belonging to the first Applicants and the address is 5 Meon Close. The Tribunal was supplied with all the leases and is satisfied that, save for names of parties and dates, they are all in identical form.

22 Similarly, the Tribunal was supplied with copies of the initial notices, applications, and office copy entries relating to each of the Applicants' premises and is satisfied as to their eligibility to make a claim. The Tribunal was told that the ground rent had not been collected for some years.

23 Mr Tawse explained that where applicable each registered title comprised the house/bungalow and any appurtenant garage or parking space. Green spaces between the various properties on the estate remained in the Respondent's ownership and property owners would remain subject to estate charges for its maintenance after enfranchisement (see s121 of the Act). This is provided for in the draft transfers attached which Mr Tawse confirmed were in substantially the same form as those previously used on this estate. At the Tribunal's request he forwarded to the Tribunal a copy of a transfer which had been used in a previous similar transaction to confirm the similarity of the documents' contents.

24 Mr Wilkins gave expert valuation evidence to confirm that the valuation date was 29 September 2020, at which date the unexpired term of the lease was 941.56 years. Since all the leases in this application are identical, the valuation will be identical for each of them and on that basis, Mr Wilkins had prepared one example as a template for all the cases involved in this application (page 109).

25 Mr Wilkins had inspected the exterior of the subject properties.

26 The Tribunal accepts Mr Wilkins' evidence that the correct valuation method is under s 9(1) of the Act because the rateable value of each of the properties did not exceed £400 at the relevant date under the 1967 Act.

27 Mr Wilkins had chosen to use 8% as the rate for the capitalisation of the ground rent, being the rate he has used in many similar lease renewal and enfranchisement transactions. He referred to the principles in *Nicholson v Goff* [2007] 1 EGLR 83 and to 7% being the accepted rate in London and the South East where the lease being valued has a modestly increasing ground rent. The higher rate was justified here where there was a fixed ground rent with no reviews at all.

28 The Tribunal accepts this reasoning but would have preferred Mr Wilkins to demonstrate it though existing comparables, preferably cases decided by Tribunal but if not, on settlement. It is clear that many comparables on this estate exist but none were specifically referred to as examples in this case.

29 Mr Wilkins took the view, with which the Tribunal agrees, that the capitalisation of the ground rent deferred by the unexpired lease term of 941.56 years produces a nil valuation.

30 A similar result (ie value of nil) applies to the value of the freehold reversion at the end of the 50-year extended lease.

31 On that basis Mr Wilkins assessed the price payable by the Applicants (applicable to each of the ten properties comprised in this conjoined application) to be £63. There are no costs payable to the Respondent Freeholder because no solicitors' or surveyors' costs have been incurred by it. A copy of the valuation is attached as Appendix 1.

32 The Tribunal also approves the form of the Transfer (attached as Appendix 2).

33 The Tribunal orders the Respondent to execute each of the transfer documents and return them to the Applicants' solicitors by signed for post within 28 days of the document being sent to it by signed for post .

34 In the light of the Respondent's failure to engage with these proceedings until the day before the hearing (and in substance not at all) the Tribunal considers that this is an appropriate case in which to order the Respondent to reimburse to the Applicants their application and hearing fees totalling £1,200. This sum must be paid to the Applicants' solicitor within 28 days of the date of this decision.

35 The Applicants' solicitor made an application for costs under Rule 13 of the Tribunal Rules of Procedure citing the Respondent's unreasonable conduct in failure to engage in the process of enfranchisement which had necessitated the issue of these proceedings. He supported this by a witness statement in which he outlined the progress of the proceedings and the Respondent's failure to engage. He said that the estate of which the subject properties formed part comprised about 500 units all let on identical long leases. He or his firm had been involved in the enfranchisement process for about 300 of these units the vast majority of which had up until now proceeded amicably and had been settled without resort to tribunal proceedings. These documents had been served on the Respondent prior to the hearing but the Respondent had chosen not to respond to them.

36 He said that Ms Grigaite's refusal to take any part in negotiation or in the proceedings themselves was unreasonable and passed the bar set in Willow Court. The Tribunal agrees with this view. Additionally, she had attempted to obstruct and delay the proceedings by saying that she had not received documents and by making an unsubstantiated and late application for a postponement.

37 The Applicants' schedule of costs claims a total of £5,623.10 including VAT. Mr Tawse assesses his time at £225 per hour as a Grade A fee earner and that of his assistant at £135 per hour (grade D). Both of these rates are modest and acceptable for practitioners in the south east of England. Of that sum a certain amount must be attributable to discussions correspondence etc which would ordinarily have taken place in order to achieve a voluntary settlement of this matter without resort to the issue of proceedings. The Tribunal considers that these sums should be borne by the Applicants themselves, including the expert's fees which would have been incurred irrespective of Tribunal proceedings.

38 The Tribunal will however allow the sum of £537 representing the costs associated with the application and bundle preparation and £1,000 for the combined attendance at the hearing by Mr Tawse, his assistant and Mr Wilkins.

39 The Respondent is therefore ordered to pay to the Applicants' solicitor within 28 days of the date of this decision the sum of £1537 plus VAT making a total of £1844.40 in respect of wasted costs.

#### 40 **The applicable law**

Leasehold Reform Act 1967

9 Purchase price and costs of enfranchisement, and tenant's right to withdraw.

(1) Subject to subsection (2) below, the price payable for a house and premises on a conveyance under section 8 above shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller, (with the tenant and members of his family . . . not buying or seeking to buy) might be expected to realise on the following assumptions:—

(a) on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy but on the assumption that this Part of this Act conferred no right to acquire the freehold, and if the tenancy has not been extended under this Part of this Act, on the assumption that (subject to the landlord's rights under section 17 below) it was to be so extended;

(b) on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rentcharges . . . to which section 11(2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchaser would otherwise be effectively exonerated until the termination of the tenancy from any liability or charge in respect of tenant's incumbrances; and

(c) on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.

The reference in this subsection to members of the tenant's family shall be construed in accordance with section 7(7) of this Act.

(1A) Notwithstanding the foregoing subsection, the price payable for a house and premises,—

(i) the rateable value of which was above £1,000 in Greater London and £500 elsewhere on 31st March 1990, or,

(ii) which had no rateable value on that date and R exceeded £16,333 under the formula in section 1(1)(a) above (and section 1(7) above shall apply to that amount as it applies to the amount referred to in subsection (1)(a)(ii) of that section)

shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller, might be expected to realise on the following assumptions:—

(a) on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy, but on the assumption that this Part of this Act conferred no right to acquire the freehold; or an extended lease . . . .

(b) on the assumption that at the end of the tenancy the tenant has the right to remain in possession of the house and premises

(i) if the tenancy is such a tenancy as is mentioned in subsection (2) or subsection (3) of section 186 of the Local Government and Housing Act 1989, or is a tenancy which is a long tenancy at a low rent for the purposes of Part I of the Landlord and Tenant Act 1954 in respect of which the landlord is not able to serve a notice under section 4 of that Act specifying a date of termination earlier than 15th January 1999, under the provisions of Schedule 10 to the Local Government and Housing Act 1989; and

(ii) in any other case] under the provisions of Part I of the Landlord and Tenant Act 1954;

(c) on the assumption that the tenant has no liability to carry out any repairs, maintenance or redecorations under the terms of the tenancy or Part I of the Landlord and Tenant Act 1954;

(d) on the assumption that the price be diminished by the extent to which the value of the house and premises has been increased by any improvement carried out by the tenant or his predecessors in title at their own expense;

(e) on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rentcharges . . . to which section 11(2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchaser would otherwise be effectively exonerated until the termination of the tenancy from any liability or charge in respect of tenant's incumbrances; and

(f) on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.

(1AA) Where, in a case in which the price payable for a house and premises is to be determined in accordance with subsection (1A) above, the tenancy has been extended under this Part of this Act—

(a) if the relevant time is on or before the original term date, the assumptions set out in that subsection apply as if the tenancy is to terminate on the original term date; and

(b) if the relevant time is after the original term date, the assumptions set out in paragraphs (a), (c) and (e) of that subsection apply as if the tenancy had terminated on the original term date and the assumption set out in paragraph (b) of that subsection applies as if the words “at the end of the tenancy” were omitted.

(1B) For the purpose of determining whether the rateable value of the house and premises is above £1,000 in Greater London, or £500 elsewhere, the rateable value shall be adjusted to take into account any tenant’s improvements in accordance with Schedule 8 to the Housing Act 1974.

(1C) Notwithstanding subsection (1) above, the price payable for a house and premises where the right to acquire the freehold arises by virtue of any one or more of the provisions of sections 1A, 1AA and 1B above, or where the tenancy of the house and premises has been extended under section 14 below and the notice under section 8(1) above was given (whether by the tenant or a sub-tenant) after the original term date of the tenancy, shall be determined in accordance with subsection (1A) above; but in any such case—

(a) .....

(b) section 9A below has effect for determining whether any additional amount is payable by way of compensation under that section;

and in a case where the provision (or one of the provisions) by virtue of which the right to acquire the freehold arises is section 1A(1) above, subsection (1A) above shall apply with the omission of the assumption set out in paragraph (b) of that subsection.

(1D) Where, in determining the price payable for a house and premises in accordance with this section, there falls to be taken into account any marriage value arising by virtue of the coalescence of the freehold and leasehold interests, the share of the marriage value to which the tenant is to be regarded as being entitled shall be one-half of it.

(1E) But where at the relevant time the unexpired term of the tenant’s tenancy exceeds eighty years, the marriage value shall be taken to be nil.

(2) The price payable for the house and premises shall be subject to such deduction (if any) in respect of any defect in the title to be conveyed to the

tenant as on a sale in the open market might be expected to be allowed between a willing seller and a willing buyer.

(3) On ascertaining the amount payable, or likely to be payable, as the price for a house and premises in accordance with this section (but not more than one month after the amount payable has been determined by agreement or otherwise), the tenant may give written notice to the landlord that he is unable or unwilling to acquire the house and premises at the price he must pay; and thereupon—

(a) the notice under section 8 above of his desire to have the freehold shall cease to have effect, and he shall be liable to make such compensation as may be just to the landlord in respect of the interference (if any) by the notice with the exercise by the landlord of his power to dispose of or deal with the house and premises or any neighbouring property; and

(b) any further notice given under that section with respect to the house or any part of it (with or without other property) shall be void if given within the following twelve months.

(4) Where a person gives notice of his desire to have the freehold of a house and premises under this Part of this Act, then unless the notice lapses under any provision of this Act excluding his liability, there shall be borne by him (so far as they are incurred in pursuance of the notice) the reasonable costs of or incidental to any of the following matters:—

(a) any investigation by the landlord of that person's right to acquire the freehold;

(b) any conveyance or assurance of the house and premises or any part thereof or of any outstanding estate or interest therein;

(c) deducing, evidencing and verifying the title to the house and premises or any estate or interest therein;

(d) making out and furnishing such abstracts and copies as the person giving the notice may require;

(e) any valuation of the house and premises;

but so that this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.

(4A) Subsection (4) above does not require a person to bear the costs of another person in connection with an application to the appropriate tribunal.

(5) The landlord's lien (as vendor) on the house and premises for the price payable shall extend—

(a) to any sums payable by way of rent or recoverable as rent in respect of the house and premises up to the date of the conveyance; and

(b) to any sums for which the tenant is liable under subsection (4) above; and

(c) to any other sums due and payable by him to the landlord under or in respect of the tenancy or any agreement collateral thereto.

### **Rule 13. Tribunal Rules of Procedure**

13(1) The Tribunal may make an order in respect of costs only —

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

(i) an agricultural land and drainage case,

(ii) a residential property case, or

(iii) a leasehold case; or

(c) in a land registration case.

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative. (4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

1. (a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or
2. (b) notice of consent to a withdrawal under rule 22 (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the “receiving person”);

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998(a), section 74 (interest on judgment debts, etc) of the County Courts Act 1984(b) and the County Court (Interest on Judgment Debts) Order 1991(c) shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

## **Rights of appeal**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk).
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

APPENDIX 1

FREEHOLD ENFRANCHISEMENT VALUATION  
UNDER THE 1967 LEASEHOLD REFORM ACT

PROPERTY: 5 MEON CLOSE, GOSPORT, PO13 0QL

Valuation date 29/09/2020  
Unexpired lease 941.56

FHVP Value N/A

Premium £63

Term

Existing Ground Rent			£5.00	
YP	941.56 years @	8 %	<u>12.5000</u>	£63
				<u>£63</u>

Reversion

£0

THERE IS NO REVERSIONARY VALUE DUE TO THE LENGTH OF THE UNEXPIRED LEASE BEING 944.68 YEARS.

Total Premium

£63

Appendix 2 (approved Transfer)

# Land Registry

## Transfer of part of registered title(s)

# TP

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

1	Title number(s) out of which the property is transferred:
---	---

HP22684

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

HP36524 and HP43179

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

3 Property:

5 Meon Close, Gosport PO13 0QL

The property is identified

on the attached plan and shown:

Edged Red

on the title plan(s) of the above titles and shown:

4 Date:

Give full name(s).

5 Transferor:

HONOR MANAGEMENT LIMITED Unit 3 47 Knightsdale Road,  
Ipswich, Suffolk IP1 4JJ

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

6811048

For overseas companies

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

Give full name(s).

6 Transferee for entry in the register:

MARK EDWARD SIMS and ANITA SANDRA SIMS

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

5 Meon Close, Gosport, Hampshire PO13 0QL

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

[REDACTED]

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

full title guarantee

limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Complete as necessary.

12 Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

## 1 DEFINITIONS AND INTERPRETATION

In this Deed the following words have the following meanings:

- 1.1 **Deed of Covenant:** the deed of covenant in the form set out in the Fourth Schedule to this Transfer
- 1.2 **Estate:** the Peel Common Estate at Gosport and registered at HM Land Registry under titles numbered HP22684 and HP36524
- 1.3 **Lease:** The lease means a lease for 999 years from 1 May 1963 set out in the Schedule of notices of leases in the
- Charges Register of the above Title and relating to the Property including any license or variation arising therefrom
- 1.4 **Plan:** the plan annexed to this Transfer
- 1.5 **Regulations:** the regulations specified in the Fifth Schedule to this Transfer
- 1.6 **Retained Land:** all the land comprised in the above Title in respect of which the Transferor is the registered proprietor on the date hereof but excluding the Property
- 1.7 **Service Charge:** the service charge to be paid by the Transferee pursuant to Clause 3.5 of this Transfer
- 1.8 **Service Installations:** all sewers drains channels pipes watercourses wires cables mains and other conducting media now or within the Specified Period constructed
- 1.9 **Specified Period:** the period of 80 years from the date hereof
- 1.10 **Unit:** means a detached or semi-detached house or bungalow or a maisonette or a flat or any other type of dwelling constructed for a single family occupation on any part of the Estate and reference to "Units" shall be construed accordingly
- 1.11 Any reference to parties in this Transfer includes their respective successors in title
- 1.12 Where two or more persons are comprised in the term "Transferor" or the "Transferee" then the covenants by such persons shall be jointly and severally

## 2. RIGHTS GRANT AND RESERVED

The Transferor transfers the Property to the Transferee TOGETHER WITH the rights specified in the First Schedule EXCEPTING AND RESERVING to the Transferor the rights specified in the Second Schedule for the benefit of the Retained Land and each and every part thereof TO HOLD the same to the Transferee in fee

simple SUBJECT TO the matters specified in the Third Schedule

### **3. TRANSFEREE COVENANTS**

The Transferee covenants with the Transferor as follows:

- 3.1 To observe and perform the covenants conditions and agreements contained or referred to in the Charges Register of the above Title insofar as they relate to the Property and will indemnify and keep indemnified the Transferor against all actions claims demands and liabilities (including costs and expenses) arising directly or indirectly from any breach non observance or non performance thereof
- 3.2 Not to allow any reduction in the provision of adequate support and shelter at all times to the Retained Land and will indemnify the Transferor against all actions claims demands and liabilities (including costs and expenses) arising directly or indirectly from any breach non observance or non performance thereof
- 3.3 To observe and perform the following covenants:
  - 3.3.1 to substantially repair cleanse maintain amend and keep the Property and all fixtures and additions thereto and all Service Installations and other appurtenances thereto including the fence on part of the side or sides of the Property as indicated by a "T" within the boundary (if any) on the Plan in good and substantial repair and condition and also maintain the hedges at the side and rear of the Property
  - 3.3.2 to pay and contribute a fair and just proportion of the expense of cleansing repairing renewing and rebuilding all party walls party structures gutters Service Installations or other conveniences belonging to or used for or which shall belong to or be used for the Property or any part thereof in common with other premises near or adjoining thereto the amount of such proportion in the case of dispute to be in the absolute determination of the Surveyor for the time being of the Transferor
  - 3.3.3 to permit the Transferor and its tenants authorised in writing by it and their respective agents surveyors and workmen at all reasonable times to enter upon the Property for the purposes of laying any new drains or sewers under the Property and making connections with the existing drains or sewers and also for the purpose of repairing any adjoining house or buildings or repairing and cleansing the drains or sewers and any connections thereto serving any adjoining premises as often as occasion shall be required subject to causing as little damage as may be in the exercise of such rights and forthwith

making good all damage and injury occasioned thereby to the Property

3.3.4 as often as any buildings on the Property or any part thereof shall be destroyed or damaged forthwith to rebuild and reinstate the same in accordance with plans elevations sections and specification to be approved by and to the satisfaction of the Surveyor for the time being of the Transferor and in accordance with the then existing bye-laws and regulations of the local authority and the provisions of any planning schemes then in force and in case the amount recovered from any insurance effected shall be insufficient for that purpose then to make up the deficiency out of the Transferee's own monies

3.3.5 not without the previous licence in writing of the Transferor to permit any part of the Property or any dwelling house or building erected or to be erected thereon to be used otherwise than as a private residence only and not to erect or permit to be erected upon the Property or any part thereof any machinery or do or permit to be done thereon any wilful damage waste spoil or destruction or anything which shall be or may grow to be a nuisance or annoyance to the Transferor the other owners and lessees of Units on the Estate the public or the neighbourhood

3.3.6 not to keep or permit to be kept on the Property any poultry or pigeons

3.3.7 within one month of every assignment assent transfer or underlease for a term exceeding twenty one years (other than a charge) of or relating to the Property or any part thereof to give notice thereof in writing with particular thereof to the Transferor and produce such assignment assent transfer or underlease to the Transferor together with the executed Deed of Covenant by such disponee and to pay its reasonable registration fee of not less than £50.00 plus VAT in respect of each such assignment or such underlease or devolution and not less than £50.00 plus VAT in respect of the Deed of Covenant

3.3.8 to perform and observe the Regulations

3.4 to pay the Service Charge yearly in advance on the First day of November in every year the first payment being a proportionate part calculated from the date hereof to the following First November. The Service Charge shall be at a rate of one-third of the aggregate of the cost of the previous period of three years divided by the number of Units in any or all of the stages or phases of a similar type of development on the Estate and shall include:

- 3.4.1 the cost of the maintenance (including replacements) of the gardens pleasure grounds drives paths and grass verges within the Estate.
- 3.4.2 the cost of and incidental to compliance with every notice regulation or order of any competent local or other authority in respect thereof
- 3.4.3 the cost in addition to any wages from time to time paid by the Transferor of employers National Insurance and Industrial Injuries Contributions (or a proper proportion thereof) from time to time paid in respect of all agents servants and workmen employed by the Transferor in connection with work in this clause mentioned
- 3.4.4 the cost of carrying out any other work or services of any kind whatsoever to or for the benefit or improvement of the said gardens pleasure grounds drives paths and grass verges or any part thereof which the Transferor may consider desirable for the purpose of improving the communal service and communal amenity for the owners and/or tenants of Units on the said Estate provided such improvement is approved by the majority of the tenants and/or owners of Units on the said Estate
- 3.4.5 a sum equal to ten per centum of all amounts expended under sub-clauses 3.4.1, 3.4.2 and 3.4.4 of this clause to be retained by the Transferor as the amount payable to it for the management for the work carried out

3.5 That on every disposal of the Property the Transferee will procure the execution of a Deed of Covenant by the disponee (other than by a chargee) and to deliver the same to the Transferor or its solicitors within one month of the disposition

#### **4. AGREEMENTS and DECLARATIONS**

4.1 Nothing contained in this Transfer operates expressly or by implication to confer upon or grant or reserve to either party any easement right privilege liberty or advantage other than those expressly granted or reserved herein

4.2 The parties hereby apply to the Chief Land Registrar for the entry on the Proprietorship Register of the title to the Property of the following restriction:

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the applicants for*

*registration or their conveyancer that the provisions of clause 3.5 has been complied with."*

- 4.3 The Transferor and the Transferee hereby apply to HM Land Registry to merge the Lease into the freehold reversion by virtue of this Transfer
- 4.4 The Transferor shall not be liable or responsible for any failure to perform the covenant contained in clause 5.4 hereof or for any delay in performing such covenant which may be caused by shortage of labour or strike shortage of materials or inclement weather or any other cause beyond the control of the Transferor
- 4.5 The parties hereby agree that Section 121 of the Law of Property Act 1925 shall not apply to this deed

## **5. TRANSFEROR COVENANTS**

The Transferor covenants with the Transferee as follows:

- 5.1 the Transferor will use its reasonable endeavours to maintain the Service Charge at a reasonable figure consistent with the performance and observance of its obligations herein but the Transferee shall not be entitled to object to any item comprised therein by reason only that the materials work or service in question might have been provided or performed at a lower cost
- 5.2 as soon as practicable after the First day of November in each succeeding period of three years commencing First day November 2011 the Transferor will submit to the Transferee a statement certified by the accountant for the time being to the Transferor showing the Service Charge for the ensuing three years. The certificate of the accountant for the time being of the Transferor as to the amount of the Service Charge in respect of the Property in any year shall be conclusive and binding on the Transferor and the Transferee
- 5.3 that upon receipt by the Transferor or its solicitors of the completed Deed of Covenant together with payment of the Transferor's reasonable costs and additionally on receipt of any arrears of the Service Charge and provided that the Transferee or the owner or owners of the Property have remedied any breach of the covenants contained in this Transfer and/or Regulations, the Transferor shall produce and deliver to the Transferee or its solicitor a certificate to satisfy the restriction referred to in clause 4.2
- 5.4 at all times cultivate tend and keep the gardens pleasure grounds drives paths and grass verges on the Estate in a reasonably proper and tidy condition

## **THE FIRST SCHEDULE**

(Rights for the benefit of the Property over the Retained Land)

1. The free passage and running of water soil gas and electricity to and from the Property in by and through the

Service Installations passing through along and under all parts of the Retained Land so far as such right does or shall accommodate the Property TOGETHER WITH the right of entering upon the Retained Land (but not any building or buildings erected thereon) for the purpose of installing connecting inspecting repairing maintaining improving or replacing such Service Installations doing by such entry no unnecessary damage and making good any damage thereby occasioned

2. The full right and liberty for all purposes in common with all other persons similarly entitled to pass and repass with or without vehicles (where appropriate) over the roads and footpaths on the Retained Land and the Estate at the date of this Transfer intended to serve the Property until the same shall have been adopted by the Local Authority and/or become maintained at the public expense
3. The full and free right for the Transferee or the owners and occupiers for the time being of the Property and without making any payment therefor of entering upon the Retained Land or any part thereof (but not any building or buildings erected thereon) so far as this is necessary and upon giving reasonable notice for the purpose of cleansing inspecting repairing maintaining altering and replacing all buildings walls fences and other structures (and any part or parts thereof) erected on the Property doing by such entry no unnecessary damage
4. The full and free right (but not the obligation) for the Transferee and/or Local Highway Authority with or without workmen tools appliances machinery materials and substances to enter upon the Retained Land for the purpose of complying with any lawful requirement of the Local Planning Authority or the Local Highway Authority
5. The full right and liberty for the Transferee and the relevant statutory undertaker to lay relay place replace repair renew inspect and maintain the Service Installations and the conduits or pipes for containing the same and/or the poles struts stays and other apparatus connected therewith for supporting the same in and over the Retained Land and any part thereof and for the purpose of the exercise of such rights aforesaid to enter the Retained Land and making good any damage caused

## **THE SECOND SCHEDULE**

(Exceptions and reservations over the Property for the benefit of the Retained Land)

1. The free passage and running of water soil gas and electricity to and from the Retained Land in by and through the Service Installations passing over through along and under the Property at any time during the Specified Period TOGETHER WITH the right without making any payment therefor of entering upon the Property (but not any building or buildings erected thereon) for the purpose of installing connecting inspecting repairing maintaining improving or replacing the Service Installations doing by such entry no



[6811048] of [Unit 3 47 Knightsdale Road, Ipswich, Suffolk IP1 4JJ] ("**the Covenantee**")

## 1. DEFINITIONS

For the purposes of this Deed the definitions contained in the Principal Transfer shall apply hereto insofar as may be necessary for the proper interpretation hereof and the following definitions shall also apply:-

**the Covenants:** the covenants on the part of the Transferee contained in the Principal Transfer

**the Principal Transfer:** Transfer of the Property dated the     day of     [     ] made between Honor Management Limited (1) and the Transferee (2)

**the Property:** [     ]     ]

**Transferee:** the Transferee defined in the Principal Transfer

## 2. RECITALS

The purpose of this Deed is to satisfy the requirement of clause 3.5 of the Principal Transfer

## 3. DIRECT COVENANT

The New Owner hereby covenants with the Covenantee:-

- (i) To pay the Service Charge in the manner prescribed in the Principal Transfer
- (ii) To observe and perform the Covenants
- (iii) To observe and perform the Regulations as specified at clause 3.3.8 of the Principal Transfer and to indemnify and keep the Transferor indemnified against any breach or non-observance of the Covenants and/or the Regulations and any expenditure on the part of the Transferor in enforcing the provisions thereof against the New Owner and/or the recovery of the payments of the Service Charge

## 4. ACKNOWLEDGEMENT

The New Owner acknowledges and confirms the contents of the agreements and declarations contained in the Principal Transfer

IN WITNESS whereof this instrument has been executed as a deed on the day before written

[execution provisions]

## THE FIFTH SCHEDULE

### Regulations

1. Not to do or permit to be done by himself members of his family or his visitors any act or thing which shall or may be or become a nuisance annoyance or inconvenience to the Transferor or any other person using or entitled to use the gardens pleasure grounds drives paths or grass verges on the Transferor's said Estate
2. Not to cause or permit to be caused any damage to the said gardens pleasure grounds drives paths or grass verges and at all times to immediately remedy any accidental damaged caused.
3. Not to deposit or permit to be deposited any rubbish or refuse on the said gardens pleasure grounds drives paths and grass verges.
4. Not to play or permit to be played any games on the said gardens pleasures grounds drives paths or grass verges.
5. Not to drive or permit to be driven on to the said gardens pleasure grounds drives paths or grass verges any vehicle or to ride or permit to be ridden thereon any bicycle tricycle motor cycle horse pony or other animal.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

### 13 Execution

**EXECUTED as a DEED by  
HONOR MANAGEMENT  
LIMITED**  
acting by one Director in the  
presence of:-

<p>..... Director</p>	
---------------------------	--

Witness Signature

Name

Address

Occupation

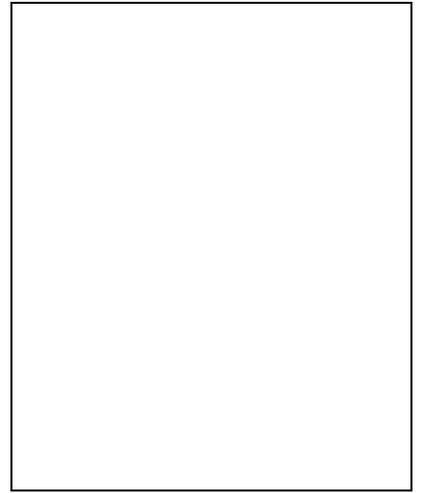
**EXECUTED** as a **DEED** by  
The Transferee  
MARK EDWARD SIMS  
in the presence of:-

Witness Signature

Name

Address

Occupation



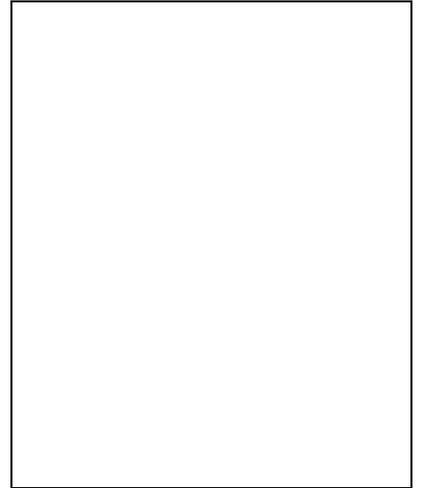
**EXECUTED** as a **DEED** by  
The Transferee  
ANITA SANDRA SIMS  
in the presence of:-

Witness Signature

Name

Address

Occupation



**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.