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Our Ref: BIR/00CN/OAF/2002/0025

**MIDLAND RENT ASSESSMENT PANEL**

Leasehold Reform Act 1967

Housing Act 1980

**DECISION OF LEASEHOLD VALUATION TRIBUNAL**

**ON AN APPLICATION UNDER S21 OF THE LEASEHOLD REFORM ACT 1967**

Applicant: Ms L Lampton  
Respondent: Davinder Singh Sokal  
Re: 17 Bayford Avenue, Sheldon, Birmingham B26 3LB  
Date of Tenants Notice: 5/6/02  
RV as at 1.4.73: £186.00  
Application dated: 28/8/02  
Heard at: The Panel Office  
On: 30/10/02

**APPEARANCES:**

For the Tenant: Mr Anthony Brunt

For the Landlord: Not present

**Members of the Leasehold Valuation Tribunal:**

Mr R T Brown FRICS (Chairman)

Mr D Salter

Mrs M McKenzie

Date of Tribunals decision:

19 NOV 2002

**REFERENCE BIR/OOCN/OAF/2002/0025 &  
BIR/OOCN/OC6/2002/0015**

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

**MIDLAND RENT ASSESSMENT PANEL**

**DETERMINATION OF THE LEASEHOLD VALUATION TRIBUNAL**

**IN RESPECT OF**

**LUCY LAMPTON v DAVINDER SINGH SOKAL  
17 BAYFORD AVENUE SHELDON BIRMINGHAM B26 3LB**

This is a determination under Section 9 of the Leasehold Reform Act 1967 (as amended) of the price to be paid for the freehold interest in 17 Bayford Avenue Sheldon Birmingham B26 3LB. There is also an application by virtue of Section 21 (1)(b)a) of the Leasehold Reform Act 1967 in respect of the reasonable Landlord's costs under Section 9(4) of the above Act and Schedule 22 Part 1(5) of the Housing Act 1980.

The Lessee holds the property by way of an Underlease dated the 28<sup>th</sup> October 1937 for a term of 99 years (less 3 days) from the 29<sup>th</sup> September 1937 at a annual ground rent of £1.78.

The Tenant's Notice of Claim is dated 5<sup>th</sup> June 2002 when there were approximately thirty four years remaining on the Lease.

The Tribunal inspected the property on the 30<sup>th</sup> October 2002 in the presence of the Lessee, Mrs Lucy Lampton, her son and Mrs Lampton's valuer, Mr A W Brunt FRICS.

## THE PROPERTY

The property comprises a semi-detached house constructed circa 1937 in traditional materials. The accommodation briefly comprises, On the ground floor, hall, two living rooms, kitchen (small with stainless steel sink). On the first floor, two double bedrooms, one single bedroom, bathroom (full suite). Outside, gardens to front and rear, garage via rear vehicular access.

## THE HEARING

Mr A W Brunt FRICS appeared for the Lessee, Mrs Lucy Lampton.

The freeholder Davinder Singh Sokal was neither present nor represented.

Mr Brunt explained that matters appertaining to the intermediate leasehold interest had been satisfactorily resolved. There only remained the question of the value of the freehold interest and the costs appertaining thereto.

Mr Brunt presented his proof of evidence and valuation which is set out below

Ground rent	£ 1.78	
YP for 34 yrs @ 7%	12.854	£22.88
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Standing house value	£115,000.00	
Plot value @ 33%	£37,950.00	
Section 15 rent @ 7%	£2,656.50pa	
YP in perpetuity deferred for 34 yrs @ 7%	1.432	£3,804.11
	<hr/>	
		£3,826.99
PRICE (say)		<b>£3,827</b>

In support of his valuation Mr Brunt referred the Tribunal to the following cases:

91 Steyning Road Yardley (M/EH 2374c) where the Notice of Claim was dated 15<sup>th</sup> October 2001 and the matter concerned a small three bedroomed house with rear garage access, and a standing house value of £90,000 was adopted.

He also referred to 56 Brean Avenue Sheldon (M/EH 2431c) where Notice was served on the 19<sup>th</sup> February 2002 and the standing house adopted was £90,000.

In May 2002 Messrs Burchell Edwards offered No 12 Bayford Avenue for £114,950 freehold with the benefit of double glazing and central heating and had confirmed to him that it was sold for the asking price and completed.

Mr Brunt served Notice on the 13<sup>th</sup> June 2001 in respect of 12 Parkdale Road Sheldon where the Lease (December 1937 for a term of 99 years) had 35.5 years to run at £5.50 per annum. Mr Brunt's client agreed to pay £2,350 for the freehold. At that time similar three-bedroomed semi's were advertised for about £75,000.

In further support of his entirety value Mr Brunt produced an extract from the "Property News" for March 2001 and October 2002. The extract pages showed a range of prices for similar semi-detached houses ranging from £82,950 to £129,950. From this, Mr Brunt concluded that a proper entirety value was £115,000.

The freeholder had proposed a figure of £6,500 and this is referred to in Mr Brunt's application to the Tribunal.

With regard to the costs issue, Mr Brunt explained that the title was registered and therefore suggested legal fees of £250 plus VAT and no valuation fee as no valuation had been carried out.

The freeholder's Solicitors Messrs Kapoor & Co had, in a letter dated 14<sup>th</sup> June 2002, indicated their legal costs would be £450 plus VAT and valuation fees of £250 plus VAT

## **THE DETERMINATION**

### **1 Purchase Price**

On the basis of the evidence presented and using their judgment as an expert Tribunal the Tribunal accept Mr Brunt's valuation in its entirety

### **2 The Costs Issue**

Section 9(4) of the Act provides as follows:

*"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"*

Para 5 of Part 1 of Schedule 22 to the Housing Act 1980 provides that:

*"the costs which a person may be required (to bear) under section 9(4)... of the 1967 Act... do not include costs incurred by a landlord in connection with a reference to a leasehold valuation tribunal"*

The Tribunal being satisfied that the title to the property is registered award legal costs in favour of the freeholder but no valuation fees as there appears to have been no valuation undertaken.

### **THE DECISION**

- 1 We determine that with the benefit of our inspection and the use of our knowledge and experience in the evaluation of the evidence produced that the sum to be paid for the freehold interest in No 17 Bayford Avenue Sheldon Birmingham B26 3LB is in accordance with Section 9 of the Leasehold Reform Act 1967 (as amended) Three thousand eight hundred and twenty seven pounds (£3,827)
- 2 In accordance with Section 9(4) of the Leasehold Reform Act 1967 and Schedule 22 Part 1 (5) of the Housing Act 1980 we award costs in respect of
  - (a) Section 9(4)(b) legal costs not exceeding £250 (plus VAT if applicable) plus if appropriate actual disbursements incurred in obtaining office copy entries and Land Registry fees
  - (b) In respect of Section 9(4)(e) valuation fees Nil

Signed 

Robert T Brown FRICS  
Chairman

19 NOV 2002