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Ref: LON/LVT/1575/03

**LEASEHOLD VALUATION TRIBUNAL FOR THE
LONDON RENT ASSESSMENT PANEL**

Leasehold Reform Act 1967

Housing Act 1980

**FURTHER DECISION OF LEASEHOLD VALUATION TRIBUNAL ON AN
APPLICATION UNDER SECTION 21 OF THE
LEASEHOLD REFORM ACT 1967**

Applicant: Julia Rosemary Gallaway

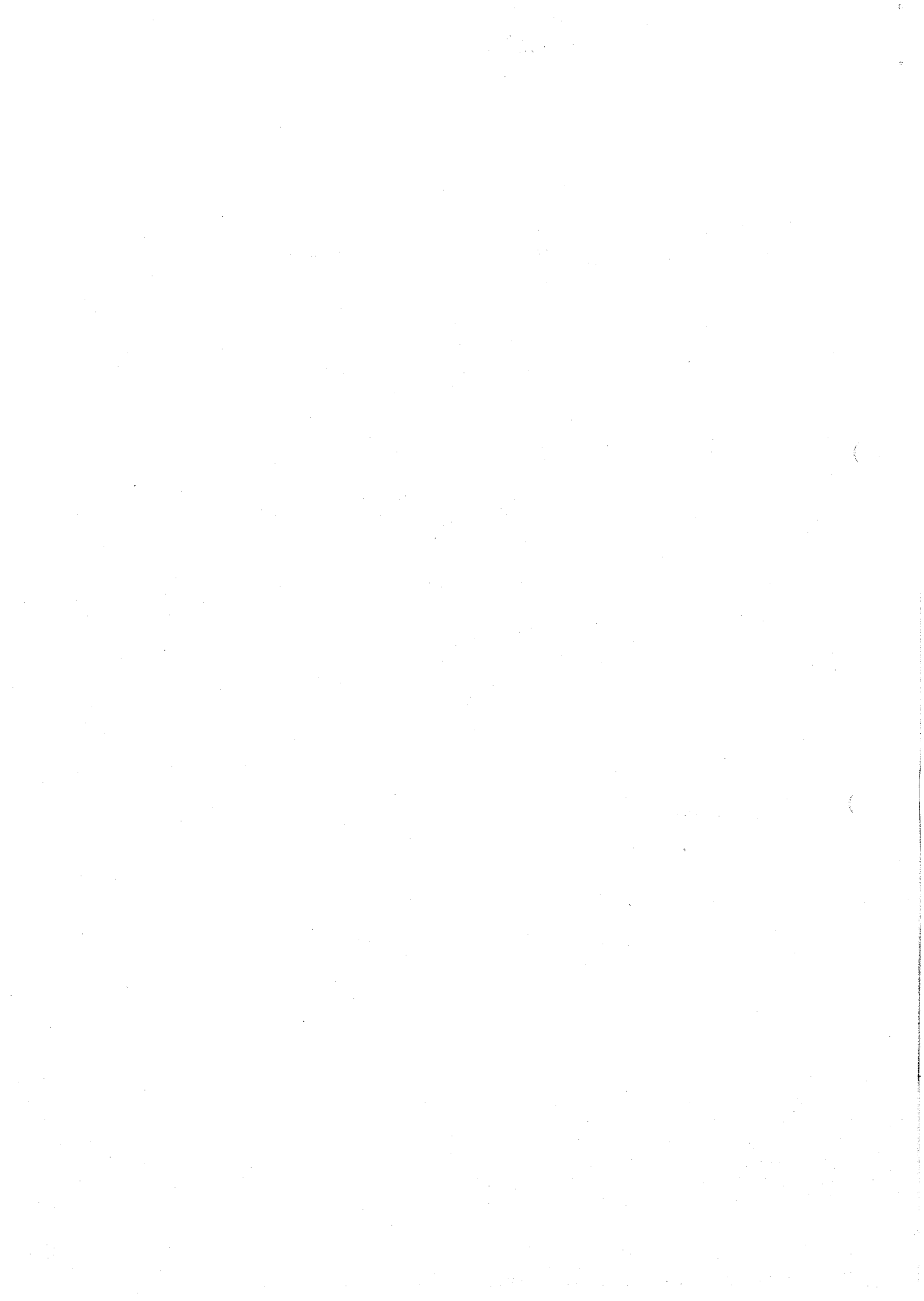
Respondent: Inworth Property Company Limited

RE: 24 Bohun Grove, East Barnet, Herts, EN4 8UA

Members of the Leasehold Valuation Tribunal

Mrs C A Lewis FCI Arb (Chairman)
Mr P M J Casey MRICS
Mrs T J Gordon

Date of Tribunal's decision: 10 October 2003



INTRODUCTION

1. This was an application under Section 21 of the Leasehold Reform Act 1967, as amended by the Housing Act 1980, Section 142 and Schedule 22, following a determination of the premium payable for the freehold interest in the property 24, Bohun Grove, East Barnet, under the provisions of Section 9 of that Act.
2. That decision, which was dated 23 June 2003, left open the terms of the transfer, and the Landlords reasonable legal and valuation costs, for the parties to agree those matters.
3. In that they have failed to do so, the Tribunal having considered the written representations from the parties since the decision determine as follows:-

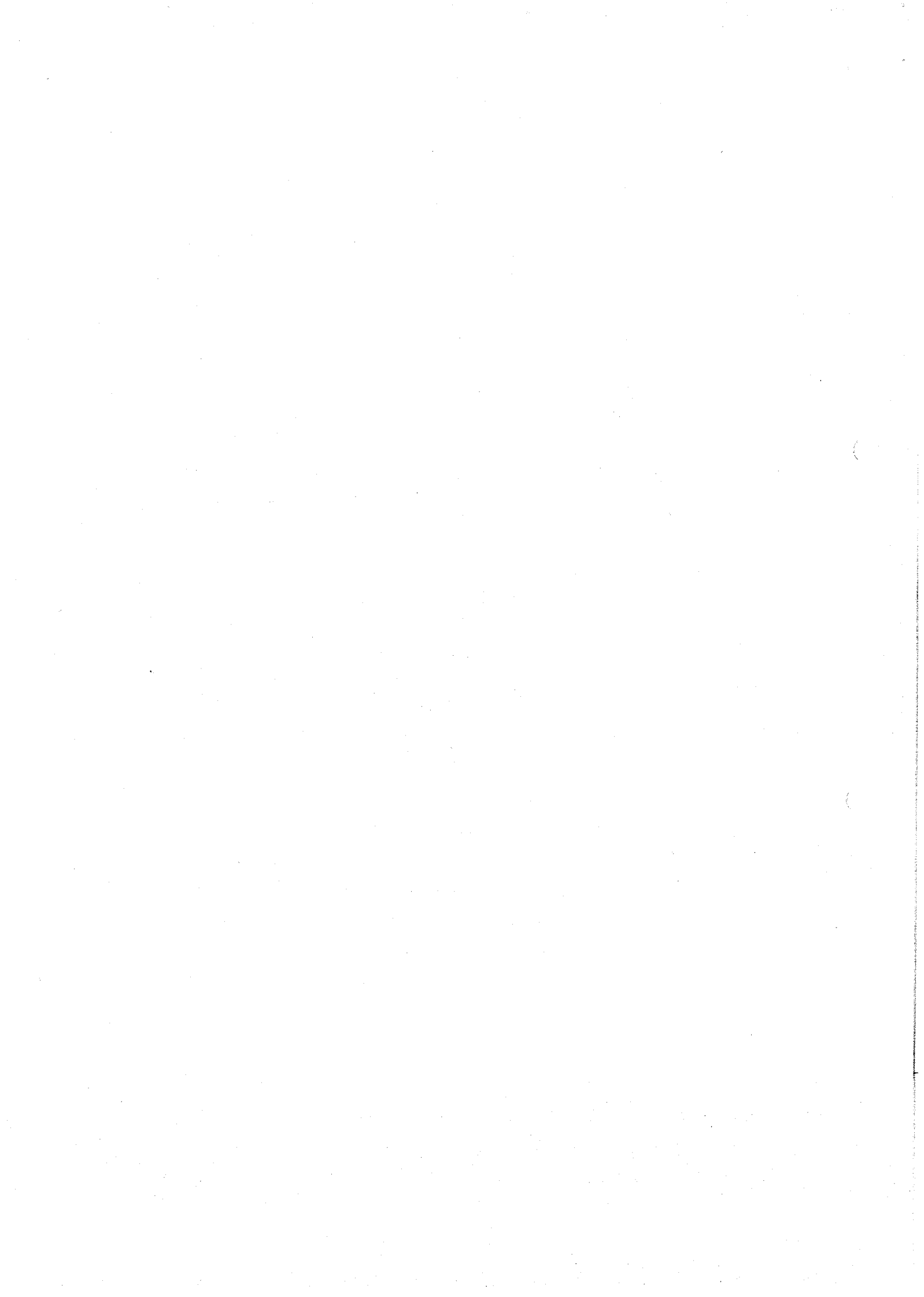
1. The Terms of the Transfer

The transfer of the freehold interest shall be in the form provided by the tenant applicant, a copy of which is appended to this decision, with the insertion at paragraph 9 of the purchase price of £15,310.

2. Landlord's Legal and Valuation Costs

Section 9(4) of the 1967 Act requires the person giving notice of his or her desire to have the freehold under the provisions of the Act, to bear the landlords reasonable costs.

The Tribunal found that they were satisfied on the basis of the letter from CHP Management Ltd dated 1 November 2002 that the landlord had incurred costs in considering the tenants entitlement to enfranchise and in preparing a valuation, which was significantly closer to the Tribunals ultimate decision, than



the tenants initial offer of £5,000. The Tribunal recognises that no costs appear as yet to have been incurred by the landlord in respect of the Transfer of Title which although a straightforward matter will inevitably involve some cost.

DETERMINATION

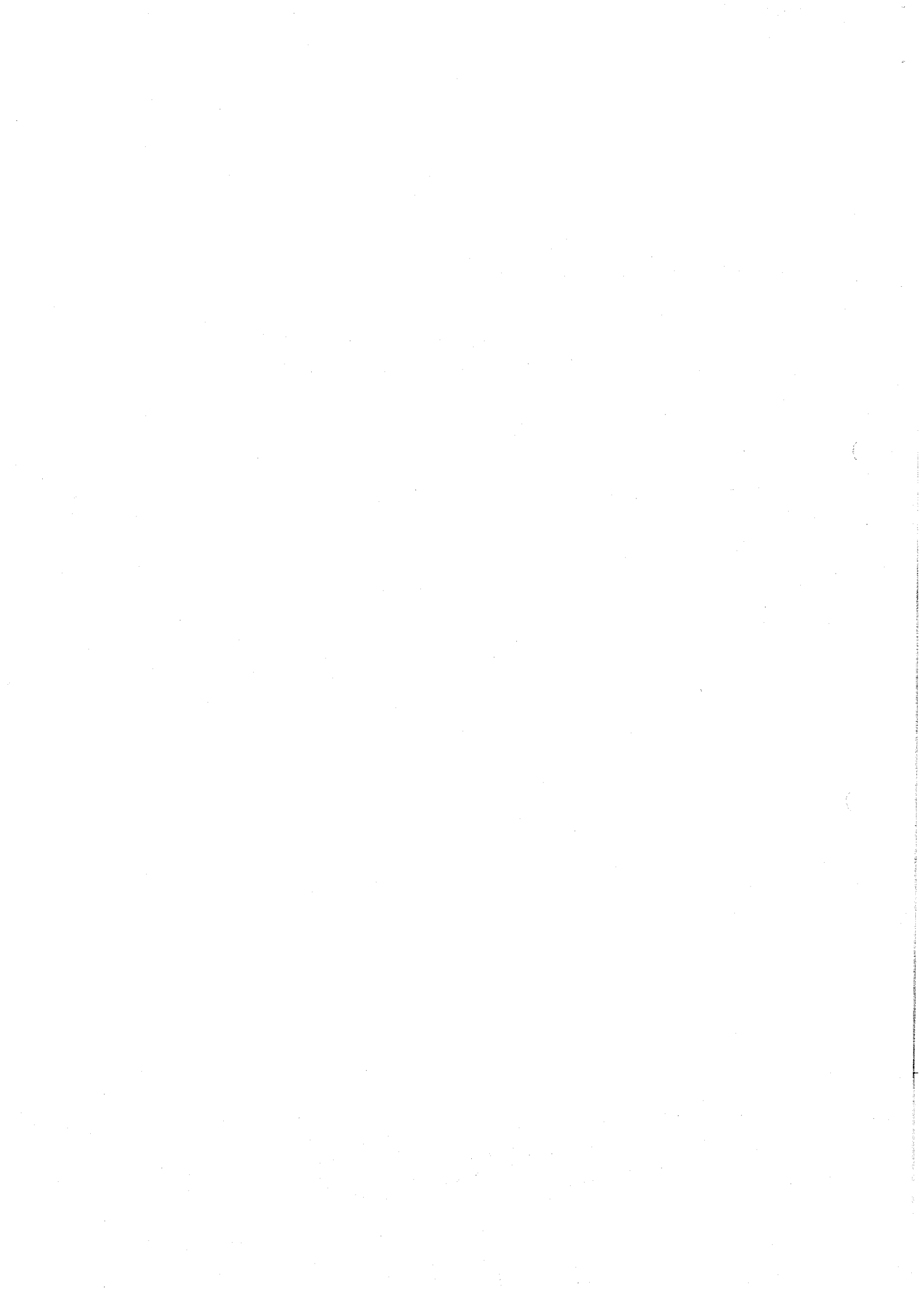
The Tribunal accordingly determine the landlords total legal costs in the sum of £350 + VAT, and also valuation costs of £350 + VAT.

CHAIRMAN.....

C. Lewis

DATE.....

10 / 10 / 03



(if you need more room than is provided for in a panel use continuation sheet CS and staple to this form)

1. Stamp Duty

Place 'X' in the box that applies and complete the box in the appropriate certificate

I/We hereby certify that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 60,000

2. Title Number(s) of the Property (leave blank if not yet registered)

NGL401916

3. Property

24 Bohun Grove East Barnet Herts

If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet-registered dealing with part only of the land in a title or is made under rule 72 of the Land Registration Rules 1925 include a reference to the last preceding document of title containing a description of the property

4. Date

5. Transferor (give full names and Company's Registered Number if any)

Inworth Property Company Ltd 100 Grays Inn Road London WC1X 8BY
Company number 632506

6. Transferee for entry on the register (Give full names and Company's Registered Number if any, for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)

Julia Rosemary Gallaway

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Act.

7. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

24 Bohun Grove East Barnet Herts EN4 8UA

8. The Transferor transfers the property to the Transferee.

9. Consideration (Place 'X' in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

The Transferor has received from the Transferee for the property the sum of (in words and figures)
Fifteen thousand three hundred and ten pounds (£15,310.00)

(insert other receipt as appropriate)

The Transfer is not for money or anything which has a monetary value

10. The Transferor transfers with (place 'X' in the box which applies and add any modifications)

full title guarantee limited title guarantee

11. Declaration of trust *Where there is more than one transferee place 'X' in the appropriate box.*

- The transferees are to hold the property on trust for themselves as joint tenants.
- The transferees are to hold the property on trust for themselves as tenants in common in equal shares.
- The transferees are to hold the property *(complete as necessary)*

12. Additional Provision(s) *Insert here any required or permitted statements, certificate or application and any agreed covenants, declarations etc.*

13. *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

Signed as a Deed by the said
Julia Rosemary Gallaway
In the presence of

Name.....

Address.....

Signed as a Deed for an on behalf
of Inworth Property Company Ltd
in the presence of

Name.....

Address.....