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LON/LVT/1997 - 1999/2005

**THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE**

**DECISION OF THE LONDON LEASEHOLD VALUATION TRIBUNAL ON AN  
APPLICATION UNDER S27(5) OF THE LEASEHOLD REFORM ACT 1967 TO  
DETERMINE THE PRICE PAYABLE FOR THE FREEHOLDS  
WHERE THE LANDLORD CANNOT BE FOUND**

**Re 18, 20 and 22 Stanhope Row, London W1J 7BT**

**Applicants:** Andreas Chrysostomou (leaseholder of 18 Stanhope Row)  
Diamantis Demetriou (leaseholder of 20 Stanhope Row) and  
Demosthenis Chrysanthou (leaseholder of 22 Stanhope Row)

**Respondent:** Persons Unknown

**Determination without a hearing under Regulation 13 of the  
Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003**

**Members of the leasehold valuation tribunal:**

Lady Wilson  
Ms A Hamilton-Farey FRICS FCI Arb

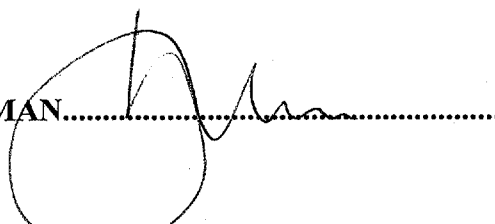
**Date of the tribunal's decision:** 1 December 2005

1. These are the determinations under section 27 of the Leasehold Reform Act 1976 (“the Act”) of the prices to be paid for the freeholds of three mews houses, 18, 20 and 22 Stanhope Row, London W1. The landlord or landlords cannot be found and orders have been made in the Central London County Court that the freehold titles will vest in the applicants on the payment into court of the nominated price and all arrears of ground rent due under the leases and that the determination of the price be referred to the tribunal. The determination is made without an oral hearing under Regulation 13 of the Leasehold Valuation Tribunals (Procedure) (England) Regulations 2003.
2. Each of the properties is held on a lease for a term of 990 years from 24 June 1752 at a ground rent of £1 per annum.
3. The applicants have provided a valuation from Mr B R Maunder Taylor FRICS of Maunder Taylor, chartered surveyors. He considers that the fixed annual ground rents are of no or negligible value, that the properties have no reversionary value because the reversion is too remote, and that there can be no marriage value because of the provisions of the Commonhold and Leasehold Reform Act 2002.
4. We agree with Mr Maunder Taylor. A reversion to a lease with 737 years unexpired has no or negligible value, nor, by virtue of section 146 of the 2002 Act, can there be any marriage value. We accordingly determine under section 27(5)(a) of the Act that the price payable for the freehold is, in each case, nil.
5. As for the amount of ground rent to be paid in accordance with section 27(5)(b), the maximum would in any event be six years’ rent (*Re Howell’s Application* [1972 Ch 509]). However, in view of section 166 of the 2002 Act, which provides that a tenant under a long lease is not liable to make payment of rent under a lease unless the landlord has given him notice of

the payment he is required to make, we consider that no rent is payable in the circumstances and we therefore determine that the amount payable under section 27(5)(b) is also, in each case, nil.

6. We have not been asked to determine the terms of the transfers, although proposed forms TR1 have been put before us. We would respectfully draw attention to the fact that the proposed transfers provide that the transferor is to transfer with full title guarantee, whereas, by virtue of sections 10(1) and 27(3) of the Act, the owner should not convey with full title guarantee (see *Hague's Leasehold Enfranchisement*, 4<sup>th</sup> Edition, paragraph 17-22).

CHAIRMAN.....

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a series of smaller, connected loops and a final horizontal stroke.

**DATE: 2 December 2005**