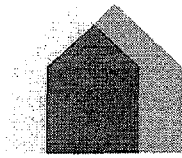


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Residential
Property
TRIBUNAL SERVICE

THE RESIDENTIAL PROPERTY TRIBUNAL SERVICE

**DECISION AND SUMMARY REASONS OF THE LONDON LEASEHOLD
VALUATION TRIBUNAL ON AN APPLICATION UNDER SECTION 26 OF
THE LEASEHOLD REFORM, HOUSING AND URBAN DEVELOPMENT
ACT 1993**

Ref: LON/00AE/OCE/2007/0028

Property : 86 and 86a THURLBY ROAD, WEMBLEY, MIDDLESEX

Applicant : DEUGI LACMANE (1) CHANDRAKALA DEUGI (2)
PRACASHINI SHANTILAL (3) YOGUESCHANDRA
PUSPACEN (4) Claimants

Respondent : MAQSOOD AHMED (1)
AISHA AHMED (2) Defendants

Date of Hearing : (On papers) 6 March 2007

Appearances :

For the Applicant Atul Shah, Solicitors
George Palos ACGI, MRICS and
Philip Treadwell BSc (Hons) Est Man
of Anderson, Wilde & Harris, Chartered Surveyors

For the Respondent No appearance

Members of the Leasehold Valuation Tribunal

Mrs F R Burton LLB LLM MA
Mr Robin Potter FRICS

Date of Decision and Summary Reasons : 7 March 2007

Introduction

This decision and summary reasons are issued to inform the parties of the Tribunal's decision in this case as quickly as possible. Either party may apply to the Tribunal for a full statement of the reasons for any part of the decision. Any such request must be made to the Tribunal in writing within 21 days of receipt of this document, and the Tribunal will endeavour to issue the full reasons within 6 weeks of the receipt of your request

Background

- a) Property address: 86 and 86a Thurlby Road, Wembley, Middlesex, HA0 4RS
- b) Date of tenants' notice: (Application to the Willesden County Court) 2.8.06
- c) Date of Part 8 Claim Hearing : 29.8.07
- d) Date of vesting order and reference to Leasehold Valuation Tribunal : 1.9.06
- e) Valuation date: 1.9.06
- f) Details of tenants' leasehold interests -
 - i) Dates of leases: 25.11.88 and 28.11.88
 - ii) Term of leases: 99 years from 29 September 1988
 - iii) Ground rents : £100 for first 33 years, £200 for next 33 years and £400 for last 33 years
 - iv) Unexpired terms at valuation date: 81 years 1 months (say 81 years)
- g) Details of any intermediate interests : None
- h) Tenants' proposed premium: £11,200
- i) Landlord' proposed premium: N/A (Missing Landlord)

Inspection

The Tribunal did not inspect the property. The property is as described in the Valuation Report, namely comprising 2 flats converted from the original house, built in the early to mid 1930s. It is of traditional solid brick construction, under a timber pitched roof covered with plain clay tiles recently renewed (in the last 10 years or so) save for the recent extensions to the rear which lie under flat roofs covered in bitumen

felt. The Ground Floor Flat (86) comprises an entrance hallway, reception room, bedroom, kitchen and bathroom (gross internal area 44.38 sq m). The First Floor Flat (86b) comprises a hallway, reception room, bedroom, WC and bathroom (42.29 sq m). Externally there is a front garden (belonging to 86) and a rear garden (belonging to 86b). Generally the property has been reasonably maintained and has UPVC double glazed windows, although there is damp requiring remedial works around the ground floor front bay. An extension to the ground floor rear single storey was noted in the Valuation Report to be partially completed on the Claimants' valuers' inspection, and the property was valued on the basis that no improvements had been carried out. The property is in residential use.

Matters not in dispute

a) The Lessees of the two flats have the right to purchase a freehold share pursuant to the Leasehold Housing and Urban Development Act 1993 ("the 1993 Act") and the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act").

b) On 29 August 2006 at Willesden County Court Deputy District Judge Colquhoun, upon hearing Counsel for the Claimants and the Defendants not attending, and upon the Court being satisfied that reasonable efforts to serve the proceedings upon the Defendants were unsuccessful ordered that the subject property, registered at HM Land Registry under title number MX469051 be vested in the Claimants on such terms as may be determined by the Leasehold Valuation Tribunal pursuant to s 26(1) of the 1993 Act, and the proceedings before the Court be adjourned pending a determination of the terms of the said vesting order by the LVT. The Court further ordered that following such determination the transfer of the Defendants' interest in the said property be executed by an officer of the Court pursuant to s 27(3) of the 1993 Act upon payment into court by the Claimants of such sum as is determined by the LVT to be the price payable for the Defendants' interest, and that a copy of the Court's order be published in the London Gazette, the order to take effect not less than 14 clear business days after its publication.

Matters in Dispute

Given the absence of the Landlord there are no matters in dispute.

Evidence

a) On 6 March 2007 the Leasehold Valuation Tribunal considered the file of papers, including the Claimant's Valuers' detailed Report and Valuation, without an oral hearing. The Tribunal accepted the basis of the Claimants' Valuers' valuation based on other sales in the vicinity subject to minor discrepancies in the unexpired terms of the Leases the dates of the term of the Ground Floor flat having been incorrectly recorded.

b) The slight variation in the length of the unexpired term has no material effect upon the valuation. The Tribunal had therefore adopted the Claimants' Valuers' valuation of the freehold interest which is attached at Appendix 1.

c) The duly approved draft Transfer of the whole registered title is attached at Appendix 2.

The Law

Schedule 6 of the Leasehold Reform, Housing and Urban Development Act 1993 provides that the price to be paid by the nominee purchaser for the freehold interest shall be the aggregate of the value of the freeholder's interest, the freeholder's share of the marriage value, and compensation for any other loss.

The value of the freehold interest is the amount which at the valuation date that interest might be expected to realise if sold in the open market subject to the tenancy by a willing seller (with the nominee purchaser, or a tenant of premises within the specified premises or an owner of an interest in the premises, not buying or seeking to buy) on the assumption that the tenant has no rights under the Act either to acquire the freehold interest or to acquire a new lease.

Para 4 of the Schedule, as amended, provides that the freeholder's share of the marriage value is to be 50%, and that any marriage value is to be ignored where the unexpired term of the lease exceeds eighty years at the valuation date.

Para 5 of the Schedule provides for the payment of compensation for other loss resulting from the enfranchisement.

Schedule 6 also provides for the valuation of any intermediate leasehold interests, and for the apportionment of the marriage value.

The Tribunal also had regard to the following legal decisions (which had not been specifically referred to by the Claimant's Valuer although they had adopted its principles) -

a) Earl Cadogan & Cadogan Estates Ltd v Sportelli & Sportelli (2006)

LRA/50/2005

The Tribunal's Decision

- a) Tribunal approves the valuation of the freehold interest which is attached at Appendix 1.
- b) The duly approved draft Transfer of the whole registered title is attached at Appendix 2

The Enfranchisement Price

The Leasehold Valuation Tribunal determines that the enfranchisement price, in accordance with section 32 and Schedule 6 of the Leasehold Reform, Housing and Urban Development Act 1993 is £11,502.42.

F. R. Burns

.....
Chairman

7.3.07

.....
Date

LEASEHOLD VALUATION TRIBUNAL

VALUATION OF 86 & 86A THURLBY ROAD

Ground and First Floor Flats

Term: 99 years from 29/9/88

Ground Rents: 1st 33 years £100 pa each
 2nd 33 years £200 pa each
 3rd 33 years £400 pa each

Valuation date: 1st September 2006

Unexpired Term: 81 years 1 month

Capitalised Ground Rent**(i) Freeholders Present Interest**

Capitalised Ground Rent

Until 2021

£200 pa

YP single Rate 14.87 years @ 6%

Total Capitalised Ground Rent

£1,932.01

2nd Period Ground Rent

£400 pa

YP 33 years @ 6%

£5,692.09

PV £1 deferred 14.87 years @ 6%

£2,392.94

Remainder Ground Rent

£800 pa

YP 33 years @ 6%

£11,384.18

PV £1 deferred 47.87 years @ 6%

£699.63

TOTAL:**£5,024.58****(ii) Reversionary Value of Flat**

Reversion to Market Value

£335,000

PV of £1 @ 5% deferred 80.87 yrs

£6,447.84

TOTAL VALUE OF FREEHOLD INTEREST**£11,502.42**

**Transfer of whole
of registered title(s)**

Land Registry

TR1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified 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 £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property Leave blank if not yet registered. MX469051

3. Property

86 THURLBY ROAD
WEMBLEY
MIDDLESEX

4. Date

5. Transferor Give full names and company's registered number if any.

MAQSOOD AHMED AND AISHA AHMED

6. Transferee for entry on the register Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

(1) DEUGI LACMANE (2) CHANDRAKALA DEUGI
(3) PRACASHINI SHANTILAL (4) YOGUESCHANDRA PUSPACEN

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 Acts.

7. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

(1) AND (2) GROUND FLOOR, 86 THURLBY ROAD, WEMBLEY, MIDDLESEX HA0 4RD
(3) AND (4) FIRST FLOOR, 86 THURLBY ROAD, WEMBLEY, MIDDLESEX HA0 4RS

8. The Transferor transfers the Property to the Transferee

9. Consideration Place "X" in the appropriate box. 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.
- 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 appropriate box 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 provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.*

13. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

District Judge.....
Willesden County Court
9 Acton Lane
Harlesden
London NW10 8UX
Claim Number 6W105259

Signed as a Deed and delivered by
Duegi Lacamane _____

Witness _____
Name _____
Address _____
Occupation _____

Signed as a Deed and delivered by
Pracashini Shantilal _____

Witness _____
Name _____
Address _____
Occupation _____

Signed as a Deed and delivered by
Chandrakala Deugi _____

Witness _____
Name _____
Address _____
Occupation _____

Signed as a Deed and delivered by
Yogueschandra Puspacen _____

Witness _____
Name _____
Address _____
Occupation _____