

4167



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

Case Reference : LON/00AP/OLR/2016/0253

Property : 32b Dongola Road, Tottenham, London
N17 6EE

Applicants : Newbrook Properties Limited

Representative : Property Legal

Respondent : PSG Investment Group Limited

Representative : None

Type of Application : Enfranchisement

Tribunal Members : Judge Robert Latham
Mr Neil Martindale FRICS

**Date and venue of
Hearing** : Paper Determination on 4 April 2016
at 10 Alfred Place, London WC1E 7LR

Date of Decision : 6 April 2016

DECISION

The Tribunal approves the terms of the new lease proposed by the Applicant. The deed of variation is attached to this decision as Appendix 1.

Background

1. On 9 February 2015, District Judge Cohen, sitting in the Edmonton County Court, ordered that the Applicant is entitled to acquire a new lease of 32B Dongola Road, Tottenham, London N17 GEE ("the premises"). On 5 February 2016, the Applicant applied to this Tribunal for a determination of the terms of the new lease pursuant to Section 48

of the Leasehold Reform, Housing and Urban Development Act 1993 (“the Act”). Its application includes a draft deed of variation.

2. On 17 February, the Tribunal gave Directions. On 18 February, the Tribunal sent a copy of these to the parties. The Procedural Judge was satisfied that the application could be determined on the papers. However, either party was permitted to request an oral hearing. Neither party has done so.
3. By 4 March, the Respondent was directed to send to the Applicant (a) a Response to this application; (b) the draft deed of variation amended in red (unless agreed as proposed by the Applicant; and (c) any other document upon which it intends to rely. The Respondent has provided no response to the application. On 15 March, the Applicant sent the Tribunal an Application Bundle as directed.

Our Determination

4. On 31 March 2014, the Applicant served its Notice of Claim to exercise its Right to a New Lease pursuant to Section 42 of the Act. The Respondent was obliged to serve its Counter-Notice by no later than 7 June 2014. It failed to do so.
5. On 21 November 2014, the Applicant issued proceedings in the Edmonton County Court for the terms of the Applicant’s acquisition of a new lease of the premises to be determined pursuant to Section 42 of the Act. This led to the Order made by District Judge Cohen on 9 February 2015. In accordance with the terms of the Act, the Judge ordered that the new lease be on the same terms as the existing lease save that a peppercorn rent be reserved and that it be for a term of 90 years after the term date of the existing lease. The Respondent did not attend this hearing. On 21 January 2016, Deputy District Judge Goodman made a further order under Section 49(4) of the Act, vesting in the Applicant a new and extended lease of the premises on the terms set out in Order of DJ Cohen.
6. This Tribunal, pursuant to Section 48(1) of the Act, approves the Deed of Variation set out in Section D of the Application Bundle. This is attached to this decision as Appendix 1. The Tribunal is satisfied that this both gives effect to the terms of acquisition for which provision is made by Section 56 of the Act and is in accordance with the directions given by the County Court.

Robert Latham
Tribunal Judge
6 April 2016

DATED _____ 2016

P.S.G Investment Group Limited

- to -

Newbrook Properties Limited

DEED OF VARIATION

relating to

32B Dongola Road, Tottenham, London N17 6EE

PROPERTYLEGAL SOLICITORS
PO BOX 47585
LONDON N14 9AE
Tel: 020 8360 7259

Ref: RF/Newbrook 1294

THIS DEED is made the _____ day of _____ 2016
BETWEEN P.S.G Investment Group Limited of 1 Millbridge, Hertford, Herts SG14
1PY ("the Landlord") and Newbrook Properties Limited of 3 Topsfield Parade, Crouch
End, London N8 8PR ("the Tenant").

1. DEFINITIONS AND INTERPRETATION

- 1.1 "the Lease" means a Lease dated 28 April 1989 made between Norah Jean Bunyan (1) and Lillo Falzone and Giuseppina Falzone (2) all of which is registered at the Land Registry with leasehold title absolute number EGL242770.
- 1.2 "the Flat" means 32B Dongola Road, Tottenham, London N17 6EE.
- 1.3 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2. RECITALS

- 2.1 This Deed is supplemental to the Lease.
- 2.2 The parties desire to alter the terms of the Lease as mentioned below.
- 2.3 The Landlord now has vested in them the freehold reversion registered with title number NGL1030.
- 2.4 The Lease is now vested in the Tenant.

3. ALTERATIONS TO TERMS

3. In consideration of £9,500.00 (nine thousand five hundred pounds) paid by the Tenant in accordance with the Order of the Edmonton County Court made on 21st January 2016 in Claim no. A04ED294: Newbrook Properties Limited v P.S.G Investment Group Limited the Landlord HEREBY FURTHER GRANTS to the Tenant with Full Title Guarantee a further term of 90 years so that the Lease is varied and the Demise shall be for 189 years from the 1 January 1989 yielding and paying to the Landlord a yearly rent of a peppercorn and all references in the Lease shall refer to the extended term.

4. CONFIRMATION OF THE LEASE

The Lease shall continue in full force save as modified by this Deed and shall operate as if the provisions set out in Clause 3 hereof were incorporated as though the same had been originally demised in the Lease.

This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993 and in accordance with the Order made by the Edmonton County Court on the 21st January 2016 in Claim no. A04ED294: Newbrook Properties Limited v P.S.G Investment Group Limited.

IN WITNESS whereof this Deed has been signed on behalf of the Landlord and by the Tenant on the day and year first before written.

SIGNED AS A DEED on behalf of the said)

P.S.G Investment Group Limited)

By District Judge)

SIGNED AS A DEED by the said)

Newbrook Properties Limited)

acting by a director)

in the presence of)