

2697



**First-tier Tribunal  
Property Chamber  
(Residential Property)**

**Case Reference** : CAM/26UK/OLR/2013/0058

**Property** : 58b Chalk Hill,  
Watford,  
Herts. WD19 4BX

**Applicant** : Catherine Jane Beatty

**Respondent** : Robert Christopher Healy

**Date of transfer from  
Watford County Court** : 8<sup>th</sup> April 2013

**Type of Application** : To determine form of new lease on  
lease extension where landlord  
cannot be found (Section 50 of the  
Leasehold Reform and Urban  
Development Act 1993 (“the Act”))

**Tribunal** : Judge B. Edgington (chair)  
Judge D. Robertson

**DECISION**

1. As from 1<sup>st</sup> July 2013, the Leasehold Valuation Tribunal has become part of the Property Chamber of the First-tier Tribunal.
2. The approved form of new lease is as drafted by the Applicant’s solicitors but subject to the red amendments as attached and subject to:-
  - (a) any technical amendments which the Land Registry shall require and
  - (b) the calculation of the premium in accordance with Sub-sections 51(3) and 51(5) of the Act
3. The Tribunal now transfers this matter back to the Watford County Court under claim reference 2WD02722.

.....  
**Bruce Edgington**  
**Regional Judge**  
**19<sup>th</sup> July 2013**

Approved as amended in red.

DATED

SURRENDER AND REGRANT

REGIONAL JUDGE  
FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER

19/7/13

between

**ROBERT CHRISTOPHER HEALY**

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and

**CATHERINE JANE BEATTY**

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## CONTENTS

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### CLAUSE

1.	Interpretation .....	3
2.	Grant .....	4
3.	Changes to the Lease .....	5
4.	The Annual Rent .....	5
5.	Leasehold Reform, Housing and Urban Development Act 1993 .....	5
6.	Registration of this lease .....	6
7.	Section 62 of the Law of Property Act 1925 .....	6
8.	Entire agreement .....	6
9.	Landlord and Tenant (Covenants) Act 1995 .....	6
10.	Contracts (Rights of Third Parties) Act 1999 .....	6
11.	Governing law and jurisdiction .....	7

### SCHEDULE

SCHEDULE	CHANGES TO THE LEASE .....	8
1.	Deletion of clauses .....	8
2.	Replacement of clauses .....	8
3.	Addition of new clauses .....	8

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**PRESCRIBED CLAUSES**

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

HD67894

**LR2.2 Other title numbers**

HD196932

**LR3. Parties to this lease**

**Landlord**

Robert Christopher Healy

Tenements Farm, Mill House Lane, Bedmond, HERTS, WD5 0SE

**Tenant**

Catherine Jane Beatty

58B Chalk Hill, Oxhey, Watford, WD19 4BX

**Other parties**

None.

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

*The first schedule of the Deed of Variation describes the Property*

~~See the definition of "Property" in clause 1.1 of this lease and clause 1 of the Lease.~~

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993. *(the Act)*

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Term".

**LR7. Premium**

The premium as specified in this lease at clause 1.1 in the definition of "Premium".

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

Clause 1 of the Lease, as varied by Clause 2 of the Deed of Variation

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

*Clause 1 of the Lease*

~~The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in clause of the Lease.~~

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

*None*

THIS LEASE is dated

**PARTIES**

- (1) Robert Christopher Healy of Tenements Farm, Mill House Lane, Bedmond, HERTS, WD5 0SE (**Landlord**).
- (2) Catherine Jane Beatty of 58B Chalk Hill, Oxhey, Watford, WD19 4BX (**Tenant**).

**BACKGROUND**

- (A) The freehold reversion to the Property is vested in the Landlord and is registered at HM Land Registry under title number HD67894.
- (B) The residue of the term of the Lease is vested in the Tenant and is registered at HM Land Registry under title number HD196932.  
*See Rider ONE*
- (C) ~~The Tenant requires the Landlord to grant a new lease of the Property in accordance with the Tenant's rights under the Leasehold Reform, Housing and Urban Development Act 1993 and the Landlord has agreed to do so.~~

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Annual Rent:** a peppercorn, if demanded.

**Incorporated Terms:** all of the terms, requirements, covenants and conditions contained in the Lease :

- (a) including:
  - (i) the definitions and rules of interpretation in the Lease;
  - (ii) the agreements and declarations contained in the Lease;
  - (iii) the rights granted and reserved by the Lease (including the right of re-entry and forfeiture); and

## Rider One

In accordance with the Act the Lease is to be surrendered and a new lease is to be granted in substitution on the basis that the Landlord includes the person entitled to the immediate reversion of this lease and shall not be personally liable under any covenant on his part herein contained otherwise than in respect of breaches for which he is personally responsible.

## RIDER TWO

In consideration of the demise hereinafter contained the Tenant with a full title guarantee hereby surrenders unto the Landlord the residue of the term of years created by the Lease to the intent that the same shall forthwith merge and be extinguished in the reversion immediately expectant of the term granted in the Lease and in consideration of the Premium the Landlord with a limited title guarantee demises the Property to the Tenant for the Term at the Annual Rent



\* as varied by a deed of variation (his Deed of Variation) made the 8th September 1986 between the same parties and also the Halifax Building Society

(iv) the third party rights, restrictions and covenants affecting the Property.

(b) but excluding any terms of the Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

**Landlord's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

**Lease:** the lease by virtue of which the Tenant holds the Property, which is dated 16 August 1985 and made between Robert Christopher Healy (1) and Robert Peter Gill and Rosalind Claire Bennett (2) for a term of years beginning on and including 24 June 1985 and ending on and including 23 June 2084 and registered at HM Land Registry under title number HD196932.

**Premium:** £6,790.00 (SIX THOUSAND SEVEN HUNDRED AND NINETY POUNDS).

**Property:** the property known as 58B Chalk Hill, Watford, WD19 4BX as described in the Lease. *Deed of Variation*

**Rent Payment Date:** 24 June of each year

**Tenant's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

**Term:** a term of years beginning on and including 24 June 1985 and ending on and including 23 June 2174.

- 1.2 For the purposes of this lease only, references to the landlord and <sup>lessee</sup> tenant in the Lease shall be read as references to the Landlord and Tenant in this lease and matters in the Lease requiring the consent or approval of the landlord shall also require the consent of the Landlord on the same terms under this lease.

## SURRENDER AND

2. GRANT
- 2.1 *See Rider Two*  
~~In consideration of the surrender by operation of the law of the Lease and of the Premium, the Landlord grants with full title guarantee the Property to the Tenant for the Term at the Annual Rent.~~
- 2.2 The matters excepted and reserved by the Lease for the benefit of the Landlord are excepted and reserved for the benefit of the Landlord by this lease.
- 2.3 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.
- 2.4 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.

2.5 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.6 *The Covenants given by the Landlord and Tenant shall be construed as if they have been given at the date of the Lease*

3. **THE ANNUAL RENT**

The Tenant shall pay the Annual Rent on or before the Rent Payment Date.

4. **LEASEHOLD REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993**

4.1 This lease is granted under section 56 of the <sup>Act</sup> ~~Leasehold Reform, Housing and Urban Development Act 1993.~~

*See Ride Three*

~~4.2 No long lease created immediately or derivatively by way of sub-demise under this lease shall confer on the sub-tenant, as against the Landlord, any right under Chapter II of the Leasehold Reform, Housing and Urban Development Act 1993 to acquire a new lease. For this purpose, "long lease" shall be construed in accordance with section 7 of that Act.~~

4.3 If at any time during the period of:

- (a) 12 months ending with the term date of the Lease; or
- (b) five years ending with the term date of this lease,

the court is satisfied that the Landlord intends to demolish, reconstruct or carry out substantial works of construction on the whole or a substantial part of any premises in which the Property is contained, and that the Landlord could not reasonably do so without obtaining possession of the Property, the court shall declare that the Landlord is entitled to possession of the Property. The Tenant will be entitled to compensation

~~from the Landlord for the loss of the Property.~~

5. **REGISTRATION OF THIS LEASE**

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. ~~The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.~~

~~6. **ENTIRE AGREEMENT**~~

~~6.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.~~

## Rider Three

- 4.2. No long lease (as construed by Section 7 of the Act) created immediately or derived by way of sub-demise under this lease shall confer on the sub-tenant as against the landlord any right under Chapter 11 of the Act to acquire a new lease
- 4.3 There is reserved to the landlord the right to possession of the Property in accordance with Section 61 of the Act

~~6.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).~~

~~6.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.~~

**6 LANDLORD AND TENANT (COVENANTS) ACT 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**7 ~~CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999~~ CERTIFICATE**

~~A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.~~

*It is certified that there is no agreement for lease to which this lease gives effect.*

**8 GOVERNING LAW AND JURISDICTION**

8.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by **ROBERT**  
**CHRISTOPHER HEALY** in the  
presence of:

.....  
SIGNATURE OF LANDLORD

.....  
SIGNATURE OF WITNESS

WITNESS NAME  
WITNESS ADDRESS  
  
WITNESS OCCUPATION

Signed as a deed by **CATHERINE**  
**JANE BEATTY** in the presence of:

.....  
SIGNATURE OF TENANT

.....  
SIGNATURE OF WITNESS

WITNESS NAME  
WITNESS ADDRESS  
  
WITNESS OCCUPATION

Signed as a deed by **ROBERT**  
**CHRISTOPHER HEALY** in the

presence of:

.....

SIGNATURE OF LANDLORD

.....

SIGNATURE OF WITNESS

WITNESS NAME

WITNESS ADDRESS

WITNESS OCCUPATION

Signed as a deed by **CATHERINE**  
**JANE BEATTY** in the presence of:

.....

SIGNATURE OF TENANT

.....

SIGNATURE OF WITNESS

WITNESS NAME

WITNESS ADDRESS

WITNESS OCCUPATION