



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

Case Reference : TW/LON/00AE/OLR/2016/1985

Property : GFF, 48 Meadow Way, Wembley,
Middlesex HA9 7LG

Applicant : Gill Deborah Temkin

Representative : Bude Nathan Iwanier Solicitors

Respondent : Mohammed Altaf

Representative : N/A

Type of Application : Lease extension (missing landlord)

Tribunal Members : Judge LM Tagliavini
Mrs Sarah Redmond MRICS

Date and venue of hearing (paper) : 10 Alfred Place, London WC1E 7LR
15 February 2017

Date of Decision : 30 March 2017

DECISION

The tribunal determines the following:

- (i) The premium to be paid by the Applicant to the Respondent for an statutory extension of the subject property is £14,038 (fourteen thousand and thirty-eight pounds).
- (ii) The terms of the new lease are to remain in the same (original) terms without amendment.

The application

1. The Applicant seeks a determination pursuant to section 48 of the Leasehold Reform Housing and Urban Development Act 1993 ("the Act") of the premium payable for the grant of a new lease together with the terms of that new lease. A vesting order dated 12 December 2016 was made pursuant to section 50 of the Act by District Judge Thornett in the County Court at Central London and the matter transferred to this tribunal for its determinations on the said issues.

The hearing

2. The Applicant did not request an oral hearing but relied on its written submissions and documents in support of the application. As this is a "missing landlord" case no contact was made by or on behalf of the Respondent landlord.

The Applicant's case

3. The Applicant relied upon a witness statement dated 19 January 2017 together with its exhibits and the valuation report of David A.M. Graham FRICS dated 18 January 2017. The Applicant is the long leaseholder of the subject property a ground floor flat in a house converted into two flats. The Applicant has lease dated 16 June 1989 for a term of 99 years from 25 March 1989. Despite extensive searches the Respondent landlord could not be contacted and the county court was sufficiently satisfied by the Applicant that a vesting order should be made.
4. In reliance upon the valuation report of Mr. David Graham FRICS the Applicant seeks to pay a premium of £14,038 (fourteen thousand and thirty-eight pounds) for a statutory lease extension the valuation date being the 15 July 2016, the date of the application for a vesting order to the county court. The applicant also seeks to offset sums of money spent on repairs and maintenance to the building which are the responsibility of the landlord and to which she is required to pay 50%, the other part being payable by the upstairs tenant. Further, the Applicant seeks to vary the terms of the new lease as set out in the

Schedule and excludes the requirement of the landlord's consent to alterations or additions to the structure of subject property by the long-lessee or sell5. the leasehold interest within the last seven year period of the lease.

The tribunal's decision and reasons

5. The tribunal accepts the valuation report of Mr. Graham as providing a reasonable assessment of the premium properly payable for a statutory lease extension of the subject property. The tribunal does however, have some reservations in Mr. Graham's reliance on graphs rather than sales of comparable properties. The tribunal is of the view that the Upper Tribunal decision in *Sloane Stanley Estate v Mundy* [2016] UKUT 0226 (LC) applies to properties both inside and outside the prime central London area. Notwithstanding this reservation and drawing upon the tribunal's expert knowledge and experience, the tribunal accepts for the purposes of his application, Mr. Graham's approach and analysis. The tribunal therefore accepts Mr. Graham's proposed premium of £14,038.
6. The tribunal notes the Applicant's assertions made in her witness statement dated 8 June 2016, of monies spent by her since 2002 on the flat and the building but which, are unsupported by documentary evidence in the form of invoices and bills. The tribunal does not accept the Applicant's submission that sums paid by the Applicant for repairs and maintenance should be deducted (by 50%) from the premium payable. The tribunal notes and the Applicant accepts, that the costs of these works are payable equally by the two lessees. That the other lessee has not co-operated in contributing his/her share is not a matter for this tribunal in deciding the premium payable for a statutory lease extension.
7. In support of her application to vary or amend the lease terms, the Applicant relies on section 57 of the 1993 Act, which states:

(1)Subject to the provisions of this Chapter (and in particular to the provisions as to rent and duration contained in section 56(1)), the new lease to be granted to a tenant under section 56 shall be a lease on the same terms as those of the existing lease, as they apply on the relevant date, but with such modifications as may be required or appropriate to take account—

(a)of the omission from the new lease of property included in the existing lease but not comprised in the flat;

(b)of alterations made to the property demised since the grant of the existing lease; or

(c) in a case where the existing lease derives (in accordance with section 7(6) as it applies in accordance with section 39(3)) from more than one separate leases, of their combined effect and of the differences (if any) in their terms.

8. The tribunal is not satisfied that the criteria for a variation of the terms of the lease as submitted by the Applicant, has been made out. The Applicant seeks only an extension of the term of her demise i.e. the ground floor flat, the structure of the building in which her flat is situate remaining with the Respondent. Effectively, the Applicant seeks to extend her demise by being permitted to repair or alter the structure and exterior of the building through the use of an application for a lease extension rather than through the (possible) acquisition of the freehold. Further, the tribunal finds that the Applicant has not provided sufficient persuasive evidence as to why the terms of the new lease are required to be varied in the current circumstances and is concerned that the other lessee in the building, who is not a party to this application and from whom nothing has been heard, may be adversely affected by the suggested lease amendments. Therefore, the tribunal declines to accept the suggested amendments as per the Applicant's Schedule.

9. In conclusion, the tribunal determines the premium payable for a statutory lease extension is £14,038 and the grants of the new lease is to be in the original terms.

Signed: Judge LM Tagliavini

Dated: 30 March 2017