

99

Ref LON/LVT/1373/01

**LEASEHOLD VALUATION TRIBUNAL FOR THE LONDON RENT ASSESSMENT PANEL**

**Leasehold Reform Act 1967 Housing Act 1980**

**DECISION OF LEASEHOLD VALUATION TRIBUNAL  
ON AN APPLICATION UNDER S21 OF THE LEASEHOLD REFORM ACT 1967**

**Applicant:** Mr Peter Gray Corbett (the tenant)

**Respondent:** Sweyn Place Limited (the landlord)

**RE:** 3 Sweyn Place and Garage G40, Blackheath Park, Blackheath, London SE3

**Date of Tenant's Notice:** 7 March 1994

**Application to Tribunal dated:** 12 February 2001

**Heard:** 9 October 2001

**Appearances:**

Mr P G Corbett

**for the Tenant**

No appearances

**for the Landlord**

**Members of the Leasehold Valuation Tribunal:**

Mrs B M Hindley LLB (Chairman)  
Mr C White FRICS  
Mr L Jarero BSc FRICS

**Date of Tribunal's decision = 7 NOV 2001**

1. At the hearing the applicant produced an almost unreadable draft of the terms of transfer agreed between the applicant and the respondents.
2. The applicant requested the Tribunal to determine these agreed terms as the terms of the transfer.
3. The respondent, by letter, sought the inclusion of other covenants.
4. The Tribunal requested the applicant to provide a clean copy of the agreed transfer.
5. After the hearing the Tribunal requested the respondents to submit drafts of the covenants they sought to include.
6. Having had sight of the Estate Management Scheme relating to the Sweyn Place Estate and after careful consideration of the terms of transfer proposed by the respondents as additional to those already agreed between the parties, the Tribunal is satisfied that the additional proposed terms would not materially enhance the value of any other property in which the respondents have an interest and, accordingly, the Tribunal determines the terms of the transfer as set out at Annex A. These terms are, in fact, the terms proposed by the applicant at the hearing.
7. The Tribunal was also asked to determine the issue of costs.
8. At the hearing the applicant sought a determination of £250 + VAT. The respondents sought £350 + VAT. It appeared that in March 1995 the costs had been estimated at £200 + VAT.
9. In the circumstances of the lengthy dispute between the parties the Tribunal considers costs of £300 + VAT to be reasonable.

CHAIRMAN .....

DATE .....

*B. D. H. Underley*

*7/11/01*

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

HM Land Registry

**TP1**

*(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)*

**1. Stamp Duty**

Place  in the box that applies and complete the box in 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 £60,000.00

**2. Title number(s) out of which the Property is transferred** *(leave blank if not yet registered)*

**SGL 49565**

**3. Other title number(s) against which matters contained in this transfer are to be registered** *(if any)*

**4. Property transferred** *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee)*

**3 Sweyn Place, London SE3 and Garage No. G40 Sweyn Place (lintel no. 20)**

The property is defined: *(place "X" in the box that applies and complete the statement)*

- on the attached plan and shown *(state reference e.g. "edged red")*
- on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

**5. Date**

**6. Transferor** *(give full names and Company's Registered Number if any)*

**SWEYN PLACE LIMITED ("The Transferor" which expression shall include the owners for the time being of "The Retained Land")**

**7. Transferee for entry on the register** *(Give full names and Company's Registered Number if any: for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated)*

**PETER GRAY CORBETT**

*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.*

**8. Transferee's intended address(es) for service in the U.K.** *(including postcode) for entry on the register*

**3 Sweyn Place, London SE3**

**9. The Transferor transfers the Property to the Transferee.**

10. Consideration (Place "X" in the box that applies. 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) *THREE HUNDRED AND FIFTY POUNDS (£350.00)*

(insert other receipt as appropriate)

The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee       limited title guarantee

12. 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)

13. Additional Provisions

(A) The property is transferred together with the rights set out in Schedule 1 hereto but excepting and Reserving to the Transferor the rights set out in Schedule 2 hereto.

(B) This Transfer is intended to give effect to the Leasehold Reform Act 1967 Section 8

#### SCHEDULE 1

(a.) A right for the Transferee and his successors in title lessees and occupiers in common with all other persons entitled to a like right for all purposes incidental to the occupation and enjoyment of Property and every part thereof but not further or otherwise to pass <sup>and</sup> the ~~repass~~ with or without vehicles over and along the roads on the Retained Land and on foot only over and along the footpaths on the Retained Land

(b.) The right for the Transferee and his successors in title in common with all others entitled to a like right for all purposes incidental to the occupation and enjoyment of the property and every part thereof but not further or otherwise to use on foot only (or otherwise subject to the prior written consent of the Transferor or its successors in title) the gardens and grounds of the Retained Land shown coloured in green on the plan annexed hereto subject to such rules and regulations as may from time to time be imposed by the Transferor in respect of the use thereof

(c.) The right <sup>is</sup> ~~is~~ common with the Transferor and all other persons entitled to a like ~~the~~ right (where space is available) to use the car parking spaces coloured blue <sup>on</sup> ~~in~~ the said plan

## SCHEDULE 2

(a) The full free and uninterrupted passage of gas water soil and electricity through the pipes sewers drains and wires which are now or which may at any time may be laid in or through the Property and part thereof.

(b) The right to alter add to or rebuild any adjoining or neighboring property now or thereafter belonging to the Transferor or its successors in title notwithstanding that such alteration addition to or rebuilding may interfere with or diminish the amount of light or air enjoyed by the Property

(c) Power with or without workmen to enter the Property or any part thereof for the purpose of installing and repairing pipes and other services whatsoever the Transferor or its successors in title to make good all damage thereby caused to the Property

(d) The right of lateral support and protection by the Property of the adjoining terraced houses.

### Definitions

**"Retained Land"** all that Land and Property comprised in and forming part of or formerly forming part of title No. SGL49565

**"The Plan"** is the Plan annexed hereto

**"The Property"** is the house known as 3 Sweyn Place Blackheath Park Blackheath SE3 shown numbered 10 on the plan annexed hereto and the garage No. G40 and which House and Garage are shown edged red on the plan

### Rights granted for the benefit of the Property

Rights reserved for the benefit of other land (*the land having the benefit should be defined, if necessary by reference to a plan*)

Restrictive covenants by the Transferee *(include words of covenant)*

Restrictive covenants by the Transferor *(include words of covenant)*

14. *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

**THE COMMON SEAL of SWEYN PLACE LIMITED**

is hereunto affixed in the  
Presence of:-

Director

Secretary

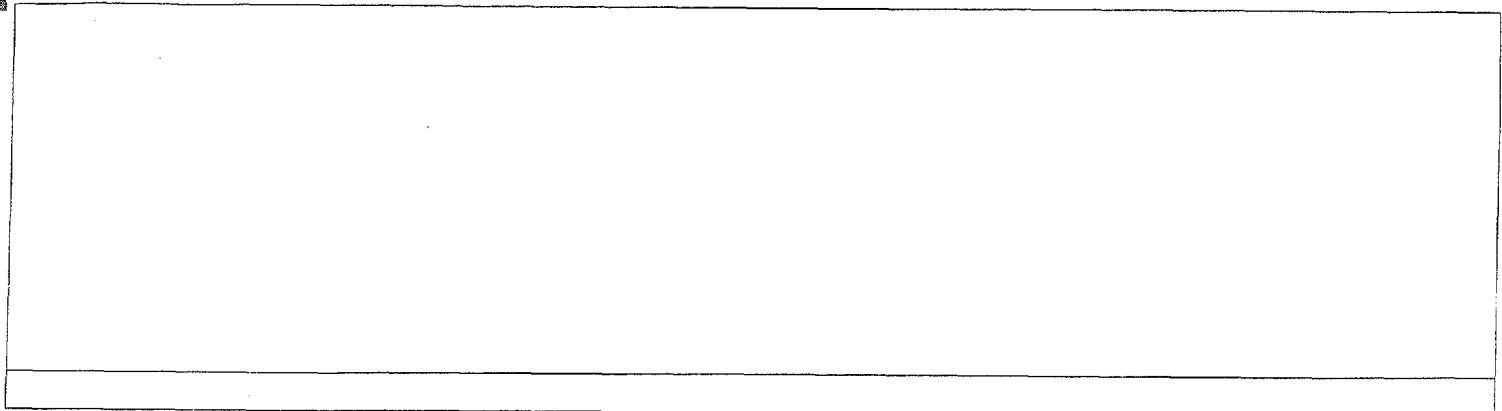
Signed as a deed by **PETER GRAY CORBETT**

In the  
Presence of

Signature of  
Witness

Name (in Block  
Capital)

Address



Crown copyright LR/FU/2164 10/01



