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BIR\OOCN\OAF\2002\0090

Our Ref:

MIDLAND 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 P J Smith

Respondent: City and County Property (Estates)Ltd

Re: 30 Piers Road, Handsworth, Birmingham B21 OUU

Date of Tenants Notice: 23rd January 2002

RV as at 1.4.73: £

Application dated: 22nd November 2002

Heard at: Birmingham

On: 11.03.2003

APPEARANCES:

For the Tenant: Mr E J Rutledge FRICS, Messrs Lawrence and Wightman

For the Landlord: Mr Sherman MRICS, Chamberlains

Members of the Leasehold Valuation Tribunal:

(Chairman) Robert T Brown
John Dove
M B Mackenzie

Date of Tribunals decision: 11.03.2003

**LEASEHOLD VALUATION TRIBUNAL
OF THE
MIDLAND RENT ASSESSMENT PANEL**

Our Ref:

DECISION OF LEASEHOLD VALUATION TRIBUNAL

*ON AN APPLICATION UNDER SECTION 21(1) (ba)
OF THE LEASEHOLD REFORM ACT 1967*

Applicant: Mr P.J. Smith

Respondent: City and County Property (Estates) Limited

Re: 30 Piers Road, Handsworth, Birmingham B21 OUU

Date of Tenants Notice: 23rd January 2002

Application to Tribunal dated: 22nd November 2002

Heard at: Birmingham

On: 12.03.2003

APPEARANCES:

For the Applicant: Mr E J Rutledge FRICS, Messrs Lawrence and Wightman

For the Respondent: Mr Sherman MRICS, Chamberlains

Members of the Leasehold Valuation Tribunal:

(Chairman) Robert T Brown
John Dove
M B Mackenzie

Date of Tribunals decision: 11.03.2003

REFERENCE

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RESIDENTIAL PROPERTY TRIBUNAL SERVICE

MIDLAND RENT ASSESSMENT PANEL

DETERMINATION OF THE LEASEHOLD VALUATION TRIBUNAL

IN RESPECT OF

**PAUL JOHN SMITH AGAINST CITY AND COUNTY PROPERTY
ESTATES LIMITED 30 PIERS ROAD, HANDSWORTH, BIRMINGHAM
B21 0UU**

BACKGROUND

These cases follow application by Mr Rutledge of Lawrence & Wightman on behalf of the Lessee Paul John Smith dated 20th November 2002 for a determination of the price to be paid under Section 9 (1) of the Leasehold Reform Act 1967 (as amended).

The Lease dated 7th November 1901 and is for a term of 99 years from 25th March 1901 at an annual ground rent of £4 1Shilling 8 pence per annum.

The Lessee's Notice of Claim to purchase the freehold is dated 23rd January 2002 . The Lease expired on 24th March 2000.

The Tribunal inspected the property on 11th March 2003 in the presence of the Lessee.

THE PROPERTY

The property comprises of a larger style inner terrace house constructed circa 1900 in traditional materials. The centrally heated accommodation comprises: Ground floor; hall, front reception, rear reception, kitchen (fitted) First floor; two double bedrooms, bathroom (full suite with shower). Outside; gardens to front and rear..

The site has a frontage of approximately 6.4 metres.

THE HEARING

Mr E J Rutledge FRICS Chartered Surveyor of Messrs Lawrence and Wightman appeared on behalf of the Lessee, P J Smith.

Mr Sherman MRICS Chartered Surveyor of Chamberlains appeared on behalf of the Freeholder City and County Properties (Estates) Limited.

On behalf of both parties Mr Rutledge presented a Schedule of agreed facts including an agreed valuation in the sum of £15,954.

The parties requested the Tribunal adopt their agreed valuation in its entirety.

The Tribunal made enquiries of the parties sufficient to satisfy themselves that they come to the Tribunal from a position of equality.

THE DECISION

1. Section 9 (1) of the Act provides as follows:

(1) *Subject to subsection (2) below, the price payable for a house and premises on a conveyance under section 8 above shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller, (with the tenant and members of this family who reside in the house not buying or seeking to buy) might be expected to realise on the following assumptions –*

(a) *on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy but on the assumption that this Part of this Act conferred no right to acquire the freehold, and if the tenancy has not been extended under this Part of this Act, on the assumption that (subject to the landlord's rights under section 17 below) it was to be so extended;*

(b) *on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rent charges (....) to which section 11 (2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchases would otherwise be effectively exonerated until the termination of the tenancy from any liability or charge in respect of tenant's in cumbances: and*

(c) *on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.*

2. The Tribunal explained to Mr. Sherman that they were aware of Mr Rutledge's qualifications and experience in these matters and upon enquiry of Mr Sherman discovered that he was similarly qualified.

3. There was no application for costs.

THE DETERMINATION

We determine that with the benefit of our inspection and the use of our knowledge (but not any special knowledge) and experience in evaluation of evidence produced, that the sum to be paid for the freehold interest in the above described property in accordance with Section 9 (1) of the Leasehold Reform Act 1967 (as amended) is Fifteen thousand, nine hundred and fifty four pounds (£15,954).

Signed Robert T Brown.

Robert T Brown FRICS
Chairman