

RESIDENTIAL PROPERTY TRIBUNAL SERVICE

LEASEHOLD VALUATION TRIBUNAL

CASE NO. CHI/29UC/OCE/2007/0018

REASONS

REFERRAL

This matter has been referred to the Leasehold Valuation Tribunal by the Canterbury County Court under Section 27(3) of the Leasehold Reform Housing & Urban Development Act 1993 ("the Act").

Applicants:

- (1) Jonathan Priddey
- (2) Peter Kevin Moss
- (3) Tamsin Hannah Gwendolyn Gillard
- (4) Peter Winchester
- (5) Clare Winchester
- (6) Bishopstowe Management Co Ltd

All of 66 Mickleburgh Hill, Herne Bay, Kent, CT6 6DX

Respondent: Peter Harris, 54 Rectory Grove, Clapham, London, SW4 0EB

Property: 66 Mickleburgh Hill, Herne Bay, Kent, CT6 6DX

Date of Provisional Directions: 11th April 2007

Date of Hearing: 24th May 2007

Venue: Sydney Room, Alexander Centre, Preston Street, Faversham

Members of the Leasehold Valuation Tribunal:

Mr A J Mellery-Pratt FRICS (Chairman)
Mr D Lintott FRICS

Appearing for Applicants: Mr John Bishop – Counsel

Appearing for Respondents: None

Date of Tribunal's decision: 29th May 2007

1.00 Introduction

1.01 This matter had been referred to the Leasehold Valuation Tribunal by the Canterbury County Court for approval for the terms of the conveyance in respect of the property, the price to be paid having already been confirmed by the County Court.

2.00 Hearing

2.01 At the Hearing, Mr John Bishop, Counsel for the Applicants, produced the Land Registry extract with regard to Title No. K689384, which confirmed the lessees of the ground-floor flat at the subject property as being Peter Kenneth Winchester and Clare Winchester. This document had not been included in the original bundle of papers.

2.02 Mr Bishop then went through the draft transfer (TR1).

2.03 Under Part 1, he advised that there was no necessity for this to be completed as it would be a requirement for the solicitors to complete Form SDLT1 for submission to the Stamp Duty Office.

2.04 Item 2, it was confirmed that K451786 was the correct title number for the freehold interest in the property.

2.05 Under Item 3, the property was correctly identified with its address and post code.

2.06 Under Item 4, Mr Bishop proposed that the date should be the 24th May 2007 being the date of the Hearing.

2.07 Under Item 5, it was confirmed that this was the correct name of the current freeholder.

2.08 Under Item 6, the Management Company formed by the lessees of the flats had been confirmed as the future freeholder and this had been correctly shown although the registered number for the company, 5843864, needed to be included.

2.09 Under Item 7, it was confirmed that the proposed address for the Management Company was correctly shown.

2.10 Under Item 9, the price inserted was the figure that had been agreed by the County Court.

2.11 Similarly with Item 10, the Court has specified that the transfer should be with full Title guarantee.

2.12 The transfer should be subject to the items contained in the Charges Register and Schedule of Restrictive Covenants as shown on the Land Registry copy entry, a copy of which is attached.

2.13 The transfer should be subject to the Schedule of Notices of Leases as shown on the Land Registry copy entry.

3.00 Decision

3.01 The Tribunal approves the transfer document, copy attached, subject to the following:

- 1) Section 4. Insert completion date as "24th May 2007"
- 2) Section 6. Add Company's registered no, 5843864
- 2) Section 12. Add :-
 - a) "this transfer is subject to the items listed in the Charges Register and the Schedule of Restrictive Covenants."
 - b) "This transfer is subject to the Schedule of Notices of Leases."

Signed:

Chairman

Date:

11th June 2007

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete 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 £

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

K451786

3. Property

66 Mickleburgh Hill, Herne Bay, Kent CT6 6DX

4. Date

5. Transferor *Give full names and company's registered number if any.*

Peter Harris

6. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

Bishopstowe Management Company Limited

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.

7. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

18 Canterbury Road, Whitstable, Kent CT5 4EY

8. The Transferor transfers the Property to the Transferee

9. Consideration *Place "X" in the appropriate box. 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.*
Four thousand two hundred pounds (£4,200)

Insert other receipt as appropriate.

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

10. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*

full title guarantee limited title guarantee

11. 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.*

12. Additional provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.*


This transfer is executed for the purposes of Chapter 1 of Part 1 of the Leasehold Reform, Housing and Urban Development Act 1993

13. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction) it must also be executed by the Transferee (all of them, if there is more than one).*

Executed as a Deed by
EDWARD RICHARD FOSTER



on behalf of the Transferor pursuant to an Order of the Canterbury County Court dated 31 January 2007 in proceedings under case number 6CT02435.

in the presence of: 
JONATHAN O. SULBEN
67 HIGH ST
HENNE BAY
KANT CT6 SLA.

OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on 19 October 2005 at 15:46:05.

This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 19 October 2005.

This title is dealt with by Land Registry, Tunbridge Wells Office.

Land Registry

Title Number : K451786

Edition Date : 27 August 2003

A: Property Register

This register describes the land and estate comprised in the title.

COUNTY	DISTRICT
KENT	CANTERBURY

- 1 (07.11.1929) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 66 Mickleburgh Hill, Herne Bay, (CT6 6DX).
- 2 The land has the benefit of a right of way over the passage tinted brown on the filed plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title Absolute

- 1 (27.08.2003) PROPRIETOR: %PETER HARRIS% of 54 Rectory Grove, Clapham, *London* SW4 0EB.
- 2 (27.08.2003) The price stated to have been paid on 20 August 2003 was £3,200.
- 3 (27.08.2003) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the schedule of leases hereto and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land tinted pink, tinted brown and tinted blue on the filed plan dated 21 May 1901 made between (1) Thomas Dence (2) George Harrison and (3) Howard Burton, George Harrison and Frederick William Boorman (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 The land is subject to the following rights reserved by a Transfer of the land in this title dated 26 March 1946 made between (1) Dora Thompson and (2) George William Denis Farr and Ellen Sarah Stewart:-

"EXCEPT AND RESERVING unto the said Dora Thompson and her successors in title full and free right and liberty at all times hereafter to enter upon the property hereby transferred in order to sweep maintain and repair the chimney belonging to the said Dora Thompson's adjoining property known as "Park House" (under registered Title Number P53969) which said Chimney projects over the property hereby transferred and upon her giving to the said George William Denis Farr and Ellen Sarah Stewart and his or her or their successors in title and his or her or their tenants reasonable notice previous to such entry and making full compensation for all damage done or occasioned by the exercise of such right and liberty as aforesaid".

3 The land tinted blue on the filed plan is subject to rights of way.

4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of Restrictive Covenants

1 The following are details of the covenants contained in the Conveyance dated 21 May 1901 referred to in the Charges Register:-

COVENANT by Purchasers with said Thomas Dence to the intent that the benefit of such covenant might enure to the owners for the time being of all the other parts of the said East Cliff Estate whether such parts respectively had or had not already been conveyed by the said Thomas Dence.

That they the Purchasers their heirs or assigns would thenceforth for ever perform and observe the conditions and stipulations set out in the First Schedule thereto so far as the same affected or related to or were applicable to the hereditaments thereinbefore expressed to be thereby granted.

THE FIRST SCHEDULE above referred to

1. FENCES. Every Purchaser of any part of the said estate is within three months after the date thereof to make and afterwards to maintain a good substantial boundary fence on his land next the road on which the same fronts and at the sides thereof marked T within the boundary.

2. BUILDING LINES. Nothing is to be erected within 15 feet of Mickleburgh Hill or within 6 feet of either of the two proposed side roads shewn on plan to which the land has a frontage except fences and those not more than 4 feet high and no detached outbuildings shall be erected on any corner piece of land beyond the building line of the houses in the road adjoining without the written license or consent of the Vendor his heirs or assigns.

3. VALUE OF BUILDINGS. Without the written licence or consent of the Vendor his heirs or assigns no house or part of a house shall be erected of less value than £500 net first cost in materials and labour of construction only at lowest current prices The plans of all houses erected to be first approved and signed by the Vendors.

4. TRADES &c. PROHIBITED. Only private dwellinghouses with usual offices and outbuildings shall be erected on this piece of land except with the written license or consent of the Vendor his heirs or assigns and no temporary erection or shed of any kind whatever shall be erected or placed on any piece of land except temporary sheds or workshops to be

used only for the works incidental to and during the erection of the messuage to be erected on such piece of land and no hut (except for such works as aforesaid) caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or be allowed to remain upon any piece of land and the Vendor may remove and dispose of any such erection or other thing and for that purpose may break fences and enter any land upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto. Every sale of any plot of land abutting on any road shall be taken to include the soil of one half of the road on which it abuts to the extent of its abuttal where such roads respectively are the property of the Vendor. The Purchaser will not at any time erect on the land sold to him any cow-house or cow-shed or pigsty or do or permit to be done upon the land anything which may be or grow to be a nuisance or annoyance to adjacent owners or occupiers of the estate except with the written license or consent of the Vendor his heirs or assigns.

5. ROADS &c. The Vendor reserves the right to himself his heirs and assigns to form and make any of the roads and footpaths at such levels with such gradients and in such manner as he may approve and for that purpose to deposit or remove and dispose of any surplus earth or to make sewers or drains on any highway or to repair any such works No Purchaser shall remove or disturb the soil or surface of any road or way except for the purpose of repairing the same or laying gas water or drain pipes from his plots to the mains in any of which cases the road or way shall be made good and the repair consolidated by the Purchaser to the satisfaction of the Vendor his heirs or assigns. Until the local or other public authorities shall take upon themselves the repair of the whole of the roads or footpaths on the estate and the drains under the same the Purchaser of each piece of land is to pay to the Vendor his heirs and assigns his proportion of the expenses of renewing maintaining and repairing the same roads and footpaths and drains and disposal of drainage and of all expenses connected therewith such proportion to be adjusted by the Surveyor for the time being of the Vendor his heirs or assigns but the Vendor his heirs or assigns are not to be held liable or answerable under this Conveyance or otherwise howsoever to renew maintain or keep in order the roads footpaths or drains.

6. The Purchaser his heirs or assigns shall not at any time without the consent in writing of the Vendor his heirs or assigns make any road across the land comprised in this Conveyance nor acquire any right of way from the roads on this estate to any adjoining land or road.

7. The Vendor his heirs and assigns shall not incur any personal liability whatever by reason of the covenant for observance of the stipulations herein contained.

NOTE: The south side of the land thereby conveyed was marked T on the Abstract plan. Clause 1 above refers.

Schedule of Notices of Leases

1	21.3.1990 1 (part of)	Second Floor Flat	15.12.1989 99 years from 29.9.1989	K685843
2	7.6.1990 1 (part of) : 2 (part of) : 3 and 4	Ground Floor Flat and Garden Ground	2.2.1990 99 years from 29.9.1989	K689384
3	5.9.1990 1 (part of) :	First Floor Flat	3.1.1990 99 years from	K693161

END OF REGISTER

NOTE 1: The date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE 2: Symbols included in register entries do not form part of the register and are used by Land Registry for internal purposes only.

H.M. LAND REGISTRY		TITLE NUMBER	
		K451786	
ORDNANCE SURVEY PLAN REFERENCE	TR 1867	SECTION G	Scale 1/1250
COUNTY KENT		CANTERBURY DISTRICT	
			© Crown copyright 1964

