



Residential  
Property  
TRIBUNAL SERVICE

**HM COURTS AND TRIBUNALS SERVICE**

**LONDON RENT ASSESSMENT PANEL  
LEASEHOLD VALUATION TRIBUNAL**

**Case Reference LON/00AJ/OLR/2011/0714**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL FOLLOWING A  
PRELIMINARY HEARING ON AN APPLICATION UNDER S48 OF THE LEASEHOLD  
REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993**

Applicant: Mr J Kesner

Respondent: Mr & Mrs M Butt

Premises: 114 Acton Lane London W4 5HH

Date of Application: 21 June 2011

Leasehold Valuation Tribunal: Mrs F J Silverman Dip Fr LLM  
Mr D Banfield FRICS

Date of hearing : 13 June 2012

Applicant's Representative: Mr G Kesner

Respondent's Representative: Did not appear and was not represented

## **Decision**

The Tribunal has no jurisdiction to determine the matters set out in the Applicant's application.

- 1           By an application dated 21 June 2011 the Applicant, who is the tenant of the premises known as 114 Acton Lane London W4 5HH, applied to the Tribunal for a determination of the premium and other terms of acquisition of an extended lease. Directions were issued by the Tribunal on 22 July 2011.
- 2           The Tribunal did not consider it necessary to inspect the property.
- 3           On 21 September 2011 the Respondent's representative (Mr Holden) wrote to the Tribunal confirming that terms had been agreed between the parties and that his client (sic) had no objection to the application being withdrawn.
- 4           Thereafter a lease was drawn up by the Respondent's solicitor which was signed by the Applicant and returned to the Respondent's solicitor for his clients' signature and formal completion but the Respondent has declined to sign the lease and completion has not taken place.
- 5           The Respondent has also now demanded that the new lease contains a ground rent of £100 per annum subject to review at intervals of 25 years. The Respondent's demand for ground rent is unlawful being contrary to the provisions of the Leasehold Reform Housing and Urban Development Act 1993 and he is in any event estopped from denying that the terms of the

lease had been agreed by his own representative's letter of 21 September 2011.

6 The Applicant therefore applied to the Tribunal to restore the application .

7 A preliminary hearing of this matter took place on 13 June 2012 . The Respondent was neither was present nor represented at the hearing.

8 Under s47 of the Leasehold Reform Housing and Urban Development Act 1993 once the terms of the lease have been finally agreed by the parties, the Applicant has a period of two months in which either to complete the grant of the lease or to apply to the court for an order (which may include an order that a person will execute the new lease on behalf of a party) . Failing an application to the court within the appropriate period the Applicant's notice is deemed to be withdrawn at the expiry of two further months after the expiry of the date when the matter should have been referred to the court.

9 According to the Applicant the terms of the lease were finally agreed in or around October 2011 when the Applicant signed the lease. No application has been made to the County Court since that date.

10 The Applicant's notice is therefore deemed to have expired under the provisions cited in the preceding paragraph and accordingly the Tribunal has no jurisdiction to entertain his application.



Frances Silverman

Chairman

13 June 2012.