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

Case reference : **LON/00AM/OLR/2013/0741**

Property : **Flat 2, 79 Amhurst Road, Hackney,
London E8 2AH**

Applicant : **Ms Stellina Macarthy**

Representative : **Mr William Chipperfield, counsel,
instructed by Cornerstones,
solicitors**

Respondent : **Mr Adil Akbar Malik &
Mr Adeel Akbar Malik**

Representative : **Pembrokes, solicitors**

Type of application : **Determination of the terms of a
lease extension**

Tribunal members : **Judge Timothy Powell
Mr Ian Holdsworth FRICS**

**Date and venue of
hearing** : **19 November 2013 at
10 Alfred Place, London WC1E 7LR**

Date of decision : **3 December 2013**

DECISION

The application

1. This is an application made by Ms Stellina Olatokunbo Macarthy, the long leaseholder of Flat 2, 79 Amhurst Road, London E8 2AH, for the tribunal to determine the terms of acquisition of a new lease extension pursuant to section 48 of the Leasehold Reform, Housing and Urban Development Act 1993.
2. The notice of a claim was dated 30 July 2012 and landlord's counter-notice was dated 20 September 2012. The tenant's application to the tribunal was received on 8 May 2013.
3. Standard directions were issued to the parties on 16 July 2013, but the landlord failed to supply a draft lease to the applicant on or before 31 July 2013, as directed.
4. By notice dated 7 August 2013, the tribunal gave warning that if the respondent landlords did not comply with directions within 7 days of that date, they may be debarred from taking further part in the proceedings pursuant to rules 9(3) and 9(7) of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013.
5. The respondent landlords failed to comply with the tribunal's directions and, accordingly, were debarred from taking further part in the proceedings.
6. The tribunal is satisfied that notice of the directions, notice of the warning and notice of the fact of debarring were all properly communicated to the respondents' solicitors, together with notification of the rights to apply under rule 9(5) to the lift the bar. However, no such application was made.
7. The matter was listed for hearing on Tuesday, 19 November 2013 and both parties were duly notified of the date. There was no appearance by the respondent landlords or their solicitors. However, Mr William Chipperfield of counsel appeared on behalf of the applicant lessee, together with the applicant herself.
8. From a perusal of the documents, the tribunal is satisfied that the parties had agreed a premium of £13,000 for the lease extension. In particular, the landlords' solicitors sent a completion statement to the lessee's solicitors referring to an "agreed premium" in this sum and, by letter dated 21 February 2013, payment of the "agreed premium" of £13,000, together with the landlords' solicitors' costs, the landlords' valuer's fees and outstanding rent/ insurance premiums (a total of £16,726.85) was sent by the applicant's solicitors, Cornerstones, to the landlords' solicitors, Pembrokes, to be held to their "strict order

pending the formal written confirmation that the terms and form of the lease have been agreed”.

9. On the tribunal file, there were also a number of travelling draft leases from earlier in the year, from which it appeared that the landlords were proposing amendments to the existing lease. In general terms, the amendments sought to allow the landlords to recover additional costs from the lessee, including for several items which do not currently exist in the building, such as a lift, an internal telephone, a communal television aerial and a Sky TV dish.
10. In presence of Ms Macarthy and her counsel, the tribunal went through the existing lease, discussing the present arrangements for the carrying out of repairs and the recovery of service charges. Ms Macarthy said that the current arrangements were working perfectly adequately with the joint co-operation of the three residential lessees in the building, without any intervention by the landlords at all. She sought no changes to the lease as it currently stands.
11. Having regard to the provisions of section 57 of the 1993 Act, a new lease should be in the same terms as those of the existing lease with such modifications as maybe required or appropriate to take account of certain specified matters. None of those appeared to apply in the present case.
12. Therefore, the tribunal determines that the terms of the new lease shall be in the form of the lease annexed to this decision, as approved, signed and initialled by the Tribunal Judge.

Costs (section 60 of the 1993 Act)

13. It would appear that the landlords’ costs of the enfranchisement have already been agreed and paid by the lessee. Therefore, it would appear that there is no need for any separate costs application.

Name: Judge Timothy Powell **Date:** 3 December 2013