



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

**Case Reference** : LON/00BJ/OLR/2014/0944

**Property** : 10 Glasford Street, London SW17  
9HN

**Applicants:** : Maria Tereza & Michael Lobo

**Representative** : Bolt Burden solicitors  
David Goldstone MRICS

**Respondent** : Andrew Hall (missing landlord)

**Representative** : N/A

**Type of Application** : Lease extension

**Tribunal Members** : Judge Tagliavini  
Mr D Jagger MRICS

**Date and venue of hearing:** : 10 Alfred Place, London WC1E 7LR

**Date of Decision** : 31 March 2015

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**DECISION**

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- (1) The tribunal determines that the sum of £30,900 is payable by the Applicants to the Respondent in respect of the lease extension sought.
- (2) The tribunal determines that the terms of the extended lease are to be on the same terms as in the original lease subject to the implied statutory provisions.
- (3) The tribunal remits this matter to the Wandsworth County Court for or any final orders that are required.

### **The application**

1. The Applicant seeks a lease extension pursuant to the provisions of the Leasehold Reform Housing and Urban Development Act 1993 and specifically having regard to the provision of section 50 of the Act (missing landlord). Proceedings were originally issued in the County Court and the application was transferred to the tribunal for its determination of the premium payable and the terms of the extended lease.

### **The hearing**

2. Mr. David Goldstone MRICS of Capital Leasehold, Chartered Surveyors represented the Applicants at the hearing. The Respondent did not appear and was not represented.
3. Immediately prior to the hearing Mr. Goldstone handed to the tribunal a copy of an updated valuation report as requested by the tribunal. A hearing bundle was also provided to the tribunal containing the county court proceedings, the lease and the new lease terms.

### **The background**

4. The property, which is the subject of this application, is a one-bedroom ground floor flat in a converted Victorian terrace house situate in the outer London areas.
5. The Applicants did not request an inspection and the tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute

### **The issues**

6. At issues for the tribunal to be determined as required by the county court are:
  - (i) The premium to be paid for the lease extensions, and

(ii) The terms of the new lease.

7. Having heard evidence the oral evidence of Mr. Goldstone and considered his updated valuation report together with all of the relevant documents provided, the tribunal has made the following determinations.
8. The tribunal accepts Mr. Goldstone's valuation as providing a figure payable for the lease extension that is within the range of reasonableness. The tribunal accepts the valuation date as 20/02/2014 as being the date the application for a lease extension was made to the county court. The tribunal also accepts the reasons Mr. Goldstone gave for utilising two-bedroom properties in the same street as the subject property, as his comparables, rather than seeking out one-bedroom properties in or around the vicinity. Although, the floor space for the two bedroom properties was greater than the subject property, in many respects they were similar and reasonably comparable to the subject property. Similarly, although Mr. Goldstone did not seek to rely on any graphs to help establish relativity, the tribunal accepted his explanation that his knowledge and experience of this mortgage driven outer London property market, is likely to achieve 2%-3% higher than the figures produced by the Gerald Eve graph in respect of relativity.
9. Although the tribunal found Mr. Goldstone's approach to be a little unusual, it was satisfied that in the circumstances it was both appropriate and more generous approach than if the landlord had been resent and represented. Consequently, the tribunal determined that Mr. Goldstone's valuation was appropriate and accepts his valuation as set out in Appendix I.
10. As the applicants do not seek to vary the terms of the lease the tribunal determines that the new lease shall incorporate the same terms together with the required statutory requirements.

### **Conclusion**

11. The tribunal determines that the premium payable for the lease extension is £30,900 and the new lease is to be granted on the same terms as the original lease subject to the implied statutory provisions.

Signed: Judge Tagliavini

Dated: 31 March 2015.

## 1. Loss of Freeholder's Present Interest

### 1.1. Capitalisation of Ground Rent

Ground Rent		£15	
YP #### ## %		x16.156695	£242
Review to		£0	
YP 0.00 ## %	0.00		
PV 0.00 ## %	x1.000000	x0.000000	£0
Review to		£0	
YP 0.00 ## %	0.00		
PV 0.00 ## %	x1.000000	x0.000000	£0
Review to		£0	
YP 0.00 ## %	0.00		
PV 0.00 ## %	x1.000000	x0.000000	£0
Review to		£0	
YP 0.00 ## %	0.00		
PV 0.00 ## %	x1.000000	x0.000000	£0
			Sub total
			£242

### 1.2. Freeholder's Loss of Reversion

Estimated Freehold Value		£303,030	
PV #### ## %		x0.053952	£16,349

### 1.3. Less value of Freeholder's Proposed Interest

Estimated Freehold Value		£303,030	
PV #### ## %		x0.000668	less (£202)

**Loss in value of Freeholder's Present Interest therefore** **£16,389**

## 2. Marriage Value

### 2.1. Sum of values of proposed interests

Value of New Lease to Leaseholder (Extended lease)	£300,000	
Value of New Lease to Freeholder (Para 1.3 above)	£202	
		<u>£300,202</u>

Less

### 2.2. Sum of values of present interests

Freeholder's existing value (Sum of paras 1.1 & 1.2)	£16,591	
Plus Leaseholder's existing value (Existing lease value)	£254,545	
		<u>less (£271,136)</u>

Marriage Value therefore £29,066

**50% of Marriage Value to Freeholder** **£14,533**

## 3. Premium Payable £30,922

*Price* Say £30,900