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

Case reference : LON/00AY/OCE/2016/0152

Property : 24 Colvestone Crescent, London E8
2LH

Applicant : Colvestone24 Management Limited
(nominee purchaser)

Representative : Ingram Winter Green LLP

Respondent : Anthony John Thompson

Representative :

Type of application : Section 25 of the Leasehold
Reform, Housing and Urban
Development Act 1993

Tribunal members : Tribunal Judge Dutton

**Date of determination
and venue** : 29th June 2016 at
10 Alfred Place, London WC1E 7LR

Date of decision : 29th June 2016

DECISION

Summary of the tribunal's decision

- (1) The terms of the Transfer included at Tab 8 of the bundle are approved as drawn

Background

1. An order (the Order) was made by the County Court at Clerkenwell and Shoreditch on the 6th April 2016 by District Judge Rand in claim

number C00EC551 between the Applicant and the Respondent, named in the proceedings as Anthony Thompson. The Order provided for this Tribunal to approve the terms of the transfer under the provisions of sections 25(6) and schedule 5 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") if the parties failed to enter into a contract on or before 27th April 2016. No contract has been entered into and accordingly I must consider the terms of the transfer as set out at Tab 8 of the bundle and approve same.

2. The Order confirms that the price payable for the freehold of 24 Colvestone Crescent, London E8 2LH (the Property) should be £46,360. However the Applicant is entitled to off set against that sum the amount of £4,402.30 being the costs of the application. This leaves the sum of payable of £41,957.70.
3. A witness statement of Oliver Benjamin Kenner a solicitor in the employ of Ingram Winter Green LLP, with exhibits dated 1st March 2016 sets out the background leading to the Order being made. I do not consider it necessary to recount the contents in this decision.

Findings

4. I have considered the provisions of section 25(6) as well as schedule 5 of the Act. The terms of same are set out below in the appendix. I have reviewed the transfer of the Property at Tab 8 of the bundle before me. I am satisfied that it complies with the provisions of the Act and I therefore approve same as drawn.

Andrew Dutton

Tribunal Judge Dutton

29th June 2106

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

The relevant Law

Section 25 Applications where reversioner fails to give counter-notice or further counter-notice.

(1) Where the initial notice has been given in accordance with section 13 but—

(a) the reversioner has failed to give the nominee purchaser a counter-notice in accordance with section 21(1), or

(b) if required to give the nominee purchaser a further counter-notice by or by virtue of section 22(3) or section 23(5) or (6), the reversioner has failed to comply with that requirement,

the court may, on the application of the nominee purchaser, make an order determining the terms on which he is to acquire, in accordance with the proposals contained in the initial notice, such interests and rights as are specified in it under section 13(3).

(2) The terms determined by the court under subsection (1) shall, if Part II of Schedule 9 is applicable, include terms which provide for the leasing back, in accordance with section 36 and that Part of that Schedule, of flats or other units contained in the specified premises.

(3) The court shall not make any order on an application made by virtue of paragraph (a) of subsection (1) unless it is satisfied—

(a) that the participating tenants were on the relevant date entitled to exercise the right to collective enfranchisement in relation to the specified premises; and

(b) if applicable, that the requirements of Part II of Schedule 3 were complied with as respects the giving of copies of the initial notice.

(4) Any application for an order under subsection (1) must be made not later than the end of the period of six months beginning with the date by which the counter-notice or further counter-notice referred to in that subsection was to be given to the nominee purchaser.

(5) Where—

(a) the terms of acquisition have been determined by an order of the court under subsection (1), but

(b) a binding contract incorporating those terms has not been entered into by the end of the appropriate period specified in subsection (8),

the court may, on the application of either the nominee purchaser or the reversioner, make such order under subsection (6) as it thinks fit.

(6) The court may under this subsection make an order—

(a) providing for the interests to be acquired by the nominee purchaser to be vested in him on the terms referred to in subsection (5);

(b)providing for those interests to be vested in him on those terms, but subject to such modifications as—

(i)may have been determined by a leasehold valuation tribunal, on the application of either the nominee purchaser or the reversioner, to be required by reason of any change in circumstances since the time when the terms were determined as mentioned in that subsection, and

(ii)are specified in the order; or

(c)providing for the initial notice to be deemed to have been withdrawn at the end of the appropriate period specified in subsection (8);

and Schedule 5 shall have effect in relation to any such order as is mentioned in paragraph (a) or (b) above.

(7)Any application for an order under subsection (6) must be made not later than the end of the period of two months beginning immediately after the end of the appropriate period specified in subsection (8).

(8)For the purposes of this section the appropriate period is—

(a)the period of two months beginning with the date when the order of the court under subsection (1) becomes final, or

(b)such other period as may have been fixed by the court when making that order.

Schedule 5

1(1)In this Schedule “a vesting order” means an order made by the court under section 24(4)(a) or (b) or section 25(6)(a) or (b).

(2)In this Schedule “the relevant terms of acquisition”, in relation to any such order, means the terms of acquisition referred to in section 24(4)(a) or (b) or section 25(6)(a) or (b), as the case may be.

Execution of conveyance

2(1)Where any interests are to be vested in the nominee purchaser by virtue of a vesting order, then on his paying into court the appropriate sum in respect of each of those interests there shall be executed by such person as the court may designate a conveyance which—

(a)is in a form approved by a leasehold valuation tribunal, and

(b)contains such provisions as may be so approved for the purpose of giving effect to the relevant terms of acquisition.

(2)The conveyance shall be effective to vest in the nominee purchaser the interests expressed to be conveyed, subject to and in accordance with the terms of the conveyance.

The appropriate sum

3(1)In the case of any vesting order, the appropriate sum which in accordance with paragraph 2(1) is to be paid into court in respect of any interest is the aggregate of—

(a)such amount as is fixed by the relevant terms of acquisition as the price which is payable in accordance with Schedule 6 in respect of that interest; and

(b)any amounts or estimated amounts determined by a leasehold valuation tribunal as being, at the time of execution of the conveyance, due to the transferor from any tenants of his of premises comprised in the premises in which that interest subsists (whether due under or in respect of their leases or under or in respect of agreements collateral thereto).

(2)In this paragraph “the transferor”, in relation to any interest, means the person from whom the interest is to be acquired by the nominee purchaser.

Effect of payment of appropriate sum into court

4Where any interest is vested in the nominee purchaser in accordance with this Schedule, the payment into court of the appropriate sum in respect of that interest shall be taken to have satisfied any claims against the nominee purchaser or the participating tenants, or the personal representatives or assigns of any of them, in respect of the price payable under this Chapter for the acquisition of that interest.

Supplemental

5(1) In the provisions specified in sub-paragraph (2) references to a binding contract being entered into in pursuance of the initial notice shall be read as including references to the making of a vesting order.

(2) Those provisions are—

(a) section 14(11);

(b) section 15(12) (except so far as it provides for the interpretation of references to the nominee purchaser);

(c) section 16(10);

(d) section 19(5)(b);

(e) section 28(1);

(f) section 30(4); and

(g) section 31(4).

(3) Where, at any time after a vesting order is made but before the interests falling to be vested in the nominee purchaser by virtue of the order have been so vested, any acquiring authority (within the meaning of section 30) serves notice to treat as mentioned in subsection (1)(a) of that section, the vesting order shall cease to have effect.

(4) Where sub-paragraph (3) applies to any vesting order, then on the occasion of the compulsory acquisition in question the compensation payable in respect of any interest in the specified premises (whether or not the one to which the notice to treat relates) shall be determined on the basis of the value of the interest subject to and with the benefit of the rights and obligations arising from the initial notice and affecting the interest.

(5) In section 38(2) (except so far as it provides for the interpretation of references to the proposed acquisition by the nominee purchaser) the reference to a contract entered into in pursuance of the initial notice shall be read as including a reference to a vesting order.