



**First-tier Tribunal
Property Chamber
(Residential Property)**

Case Reference	:	LON/00AE/OCE/2021/0005
Property	:	9 Central Road, Wembley, Middlesex, HA0 2LQ
Applicants	:	Wayne Patrick Springer and Alicja Maria Whiteside
Respondent	:	Abdul Shaku Qureshi
Date of transfer from Willesden County Ct.	:	13th July 2020
Type of Application	:	To determine the terms of acquisition of the lease extension of the property where the landlord cannot be found (section 51 of the Leasehold Reform Housing and Urban Development Act 1993 (“the 1993 Act”))
Tribunal	:	Bruce Edgington (lawyer chair) Marina Krisko FRICS
Date of Decision	:	13th April 2021

DECISION

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1. The ‘appropriate sum’ to be paid into court for the new lease of the property pursuant to section 51(5) of the 1993 Act is £22,090.00 and, subject to (a) the addition of that consideration and (b) the deletion of clause 11.1 (b)(ii), the form of the Transfer as set out on pages 114-118 of the bundle provided for the Tribunal is approved.
2. The matter is transferred back to the Willesden County Court for a vesting order to be made and executed.

Reasons

3. This application is for the Tribunal to determine the terms (including the consideration) of the acquisition of the freehold title of the property in accordance with the order made by Deputy District Judge Stott sitting at Willesden County Court on the 13th July 2020. The existing freehold owner cannot be found. A combination of the effects of sections 51(3)

and 51(8) of the **Leasehold Reform, Housing & Urban Development Act 1993** (“the Act”) mean that the valuation date is 12th May 2020 which is the date used by Mr. Ahmed, on behalf of the Applicants.

The Inspection

4. The members of the Tribunal have not inspected the property. However they have received a detailed valuation report from the Applicants’ expert valuer, Mr. Shakil Ahmed BA MSc MRICS, which sets out a full description of the property with photographs. Having also looked at the property on Google Earth, and in view of the current coronavirus pandemic, the members of the Tribunal did not consider it necessary for them to personally inspect the property.

The Law

5. The price to be paid on the acquisition of a freehold interest is calculated in accordance with the provisions of Schedule 6 of the Act. The price includes (a) the value of the freeholder’s interest subject to the leases, calculated in accordance with the assumptions in Paragraph 3 of the Schedule (b) the freeholder’s share of the marriage value (if any) and (c) any compensation payable to the freeholder under Paragraph 5 of the Schedule of which the Tribunal agreed that there was none.

Discussion

6. The Tribunal carefully considered the report of Mr. Ahmed and generally agreed with his methodology and values.
7. There are only 2 comparables of properties with similar long leases but they do seem to be both local and comparable. Using its own knowledge and experience the Tribunal agrees with the values of £240,000 and £250,000 respectively for ground floor and first floor unmodernised flats on long leases.
8. Based on the appropriate statistics, there have been very minor changes in value since the dates of the comparables and the Tribunal therefore agrees that there need be no time adjustment.
9. The ground rent and reversion rates of 7% and 5% are agreed.
10. Relativity has been calculated in accordance with the RICS 2009 graphs which are not, despite Mr. Ahmed’s comments, used as often as they used to be by this Tribunal. Having said that, this property is not in central London and the Savills central London graphs would not, perhaps, be as relevant as they could be. Taking everything into account the Tribunal is prepared to accept the 89.05% rate referred to by Mr. Ahmed.

Conclusions

11. As has been said, the figures ultimately supplied by Mr. Ahmed have been accepted by the Tribunal. For the avoidance of doubt and in order to assist the parties, the split in price between the Applicants is £17,661 for no. 9 Central Avenue and £4,429 for no. 9a.

12. As far as the draft Transfer is concerned, the court Order said that the terms of acquisition should be determined by this Tribunal. A draft in form TR1 has been supplied in the bundle which is approved subject to (a) the inclusion of the value as the consideration and (b) the deletion of clause 11.1 (b)(ii) which is not appropriate for this type of transfer. However the Applicants may also care to consider putting their defined individual addresses in clause 6. Further, it also hoped that they have taken advice on whether they should be joint tenants or tenants in common. It would be unusual for long lessees to hold as joint tenants in this sort of situation. However these are obviously matters for them.



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Judge Edgington
13th April 2021

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.