



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

**Case Reference** : **LON/00BB/OCE/2015/0081**

**Property** : **21 – 22 Forest Lane, London E15  
1HA**

**Applicant** : **21-22 Forest Lane Freehold Limited**

**Representative** : **Mr Michael Stapleton FRICS**

**Respondent** : **Mr Gurjit Singh**

**Representative** : **None**

**Type of Application** : **Section 24 Leasehold Reform,  
Housing and Urban Development  
Act 1993 – determination of terms  
of acquisition in dispute**

**Tribunal Members** : **Judge John Hewitt  
Mr Luis Jarero BSc FRICS**

**Date and venue of  
Hearing** : **16 June 2015  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **16 June 2015**

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**DECISION**

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## **Decisions of the tribunal**

1. The tribunal determines that:
  - 1.1 the purchase price payable for the freehold interest is the sum of £24,920 made up as set out in paragraph 17 below;
  - 1.2 the terms of the transfer shall be those set out in paragraph 19 below; and
  - 1.3 any application the respondent may wish to make pursuant to section 33 Leasehold Reform, Housing and Urban Development Act 1993 (the Act) shall be made in accordance with the directions set out in paragraph 21 below.
2. The reasons for our decisions are set out below.

**NB** Later reference in this Decision to a number in square brackets ([ ]) is a reference to the page number of the hearing file provided to us for use at the hearing.

## **Procedural background**

3. The respondent is registered at Land Registry as the proprietor of the freehold interest in the Property - title number EGL 346085 [96].
4. The Property originally constructed in or about 1910 as a family house has, subsequently, been converted to comprise two self-contained flats. Each flat has been sold off on a long lease which has been registered at Land Registry:
  - 21 Forest Lane – title number TGL383736 [94]
  - 22 Forest Lane – title number EGL 195344 [92]
5. By a claim notice dated 15 July 2014 and given pursuant section 13 of the Act [73] the participating qualifying tenants of the two flats claimed to exercise the right to collective enfranchisement of the freehold interest.
6. By a counter-notice dated 18 September 2014 given pursuant to section 21 of the Act [85] the respondent reversioner admitted that on the relevant date the participating tenants were entitled to exercise the right to collective enfranchisement of the freehold interest.
7. At all material times the applicant was represented by Mr Michael Stapleton FRICS and initially the respondent was represented by solicitors, Child & Child of London SW1 and by Mr Nigel Bone FRICS of NRB Chartered Surveyors.
8. Negotiations took place between Mr Stapleton and Mr Bone on the price payable for the freehold interest. A sum was offered by Mr Stapleton which Mr Bone said he would recommend to his client (the respondent) to accept [23]. Evidently Mr Bone had difficulty in obtaining

instructions and eventually he was dis-instructed before unconditional agreement on the price payable was reached between the parties, as principals.

9. Child & Child provided a draft form of transfer TR1 on behalf of the respondent [67]. Solicitors acting for the applicant approved the draft subject to minor amendments [71]. Child and Child were also dis-instructed before an unconditional agreement on the terms of the transfer was agreed between the parties, as principals.
10. On 9 March 2015 the tribunal received an application pursuant to section 24 of the Act to determine the terms of acquisition which had not been agreed between the parties.
11. Directions were issued on 25 March 2015 [3]. Copies were sent to the respondent and to his managing agents. By letter dated 21 May 2015 Child & Child confirmed the addresses of the respondent and his managing agents to which correspondence should be sent. Correspondence, including details of the time and date of the hearing, has been sent out by the tribunal but neither the respondent nor his managing agents have taken any part in these proceedings.
12. In accordance with directions the applicant has provided the tribunal with a file of material documents including an expert's report on valuation.

### **The hearing**

13. The application came on for hearing before us on Tuesday 16 June 2015. The applicant was represented by Mr Stapleton who took the roles of both advocate and valuer.
14. The respondent was neither present nor represented at the hearing. The hearing was delayed for ten minutes or so in case the respondent or someone representing him was delayed on their way to Alfred Place.
15. We decided we would proceed with the hearing in the absence of the respondent because we were satisfied reasonable steps had been taken to notify the respondent of the hearing and that it was in the interests of justice to proceed with the hearing.

### **The price payable**

16. Mr Stapleton, in his role as an expert witness, took us carefully through the valuation report he had prepared and he answered a number of questions out to him by members of the tribunal.
17. The evidence of Mr Stapleton struck a chord with members of the tribunal and we concluded that he was a witness on whom we could rely with confidence. Thus we accept his evidence and his price for the freehold interest of £24,920 made up as shown in the detailed valuations comprising pages [12 and 13] of his report.

### **The terms of the transfer**

18. Mr Stapleton took us to the draft transfer form TR1 originally prepared by Child & Child [67] and the amendments proposed by Brown & Co, solicitors to the applicant [71] and these were discussed in some detail.
19. We determine that the transfer shall be in the form of the draft at [67] amended as follows:
  - 19.1 In box 11 delete subparagraph 11.2 (a) and re-number subparagraph (b) and (c) to be subparagraphs (a) and (b) respectively.
  - 19.2 In box 11 delete subparagraph 11.6 and re-number subparagraph 11.7 to be subparagraph 11.6.

We do not accept the proposed amendment to box 9 of the draft to the effect that the transferor transfers with full title guarantee because of the provisions of paragraph 2(2) of Schedule 7 to the Act and the absence of the express agreement on the part of the respondent to transfer with full title guarantee.

### **Section 33 costs**

20. Mr Stapleton recognised that the applicant was obliged to pay certain costs incurred by the respondent as set out in section 33 of the Act. He requested that directions be given so that the amount of those costs might be agreed or, failing agreement, determined by the tribunal. We agreed to do so so that purposeful progress might be made with the acquisition of the freehold by the applicant, and in order to facilitate the due the due administration of the tribunal's business.
21. Accordingly the following directions are given:
  - 21.1 The respondent shall by **5pm Friday 3 July 2015** serve on the applicant a schedule of costs claimed pursuant to section 33 of the Act. There shall be attached to the schedule invoices or fee notes received and paid by the respondent in support of the claim, together with a breakdown on solicitor's costs claimed showing the grade of fee-earner(s) engaged, the charge-out rate(s) adopted and a broad summary of the time spent and the number of items of correspondence sent out and telephone calls made.
  - 21.2 The applicant shall by **5pm Friday 17 July 2015** serve on the respondent a statement of case in reply and details of any points of objection taken on the costs claimed.
  - 21.3 The respondent shall by **5pm Friday 31 July 2015** serve on the applicant a statement of case in reply.
  - 21.4 The applicant shall by **5pm Friday 7 August 2015** file with the tribunal two copies of a supplemental page numbered file

containing the claim to costs and the statements of case served pursuant to the above directions.

22. The tribunal proposes to determine the amount of any costs payable by the applicant to the respondent on the basis of the documents filed pursuant to paragraph 21.4 without an oral hearing. Any application for an oral hearing shall be made no later than **5pm Friday 31 July 2015**.

Judge John Hewitt  
16 June 2015