



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

Case Reference : **MAN/00CG/0AF/2020/0025**

Property : **13 Seabrook Road, Sheffield, S2 2RZ**

Applicant : **David Bruce Battell**

Represented by : **Fowler Sandford LLP**

Respondent : **Peter Hughes**

Type of Application : **Under s.21(1)(a) of the Leasehold Reform Act 1967**

Tribunal Members : **Judge P Forster
Mr I D Jefferson FRICS**

Date of Decision : **28 April 2021**

**Date of
Determination** : **29 April 2021**

DECISION

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Decision

The application is refused.

Background

1. The Applicant holds the leasehold interest in 13 Seabrook Road, Sheffield, S2 2RZ (“the Property”) registered at HM Land Registry under title number SYK57658. The Lease of the Property is dated 23 June 1902 made between (1) The Duke of Norfolk and (2) William James Benson. The term of the Lease is 200 years from 23 March 1902. The apportioned ground rent reserved by the Lease is £2.50 per annum. The freehold reversion is vested in the Respondent.
2. The Applicant’s predecessor in title, Alexandra Margaret Davey exercised her rights under the Leasehold Reform Act 1967 (“the Act”) to acquire the freehold by serving a notice dated 7 May 2019 on the Respondent. She assigned her rights to the Applicant by an Assignment dated 16 May 2019. The Respondent did not serve a notice in reply, as provided for by the Act.
3. The Applicant wishes to purchase the freehold reversion from the Respondent but the parties cannot agree the price. The Applicant places a value on the freehold reversion of £1,000 calculated in accordance with s.9(1) of the Act. The Respondent values it at £4,000. The Applicant applies to the Tribunal under s.21(1)(a) of the Act to determine the price.
4. The Tribunal issued Directions on 29 January 2021 requiring the parties to send to each other a bundle of documents containing all the relevant documents on which the party wished to rely. The Tribunal considered it appropriate to determine the application on the papers without a hearing unless either party asked for one within 21 days. Neither party requested a hearing and so the Tribunal has proceeded to determine matters on the papers.

The Law

5. The law as it relates to the acquisition of the freehold is set out in Part I to the Act and the provisions in respect of the validity of the tenant’s notices, and procedure generally is set out in Schedule 3 to the Act.

Reasons for the Decision

6. Under paragraph 6(1) of Schedule 3 to the Act, a tenant’s notice of their desire to acquire the freehold shall be in the prescribed form and shall contain the particulars set out in subparagraphs (a) to (e). Paragraph 6(1)(b) requires the tenant to provide particulars of the tenancy of the house and premises sufficient to show that the tenancy is and has been a tenancy at a low rent or treated as a tenancy at a low rent.

7. The notice of claim served by the Appellant's predecessor in title was in Form LRA1 as prescribed by the Leasehold Reform (Notices) (Amendment) (England) Regulations 2002. The particulars provided by the Applicant's predecessor in title state at paragraph 5(a): "*The yearly rent payable under the tenancy is £5.00 per annum for the duration of the term which is less than 2/3rds of the rateable value on the appropriate day of 23 March 1965*".
8. The Respondent did not serve a reply to the notice of claim in the prescribed form. Under the Act, there are no adverse consequences for the Respondent. It means there is no formal admission by him of the Applicant's right to acquire the freehold nor any acceptance of the basis on which the premium is to be valued.
9. The Tribunal finds that the particulars provided are not sufficient to satisfy paragraph 6(1)(b) because they fail to state the rateable value and without that information it is not possible for the Respondent, or the Tribunal, to determine which section of the Act applies, and therefore the correct valuation approach.
10. A notice of claim will not be invalidated by an inaccuracy in the specified particulars or any misdescription of the property. An omission of some but not all of the particulars may be treated as an inaccuracy. However, the omission of "core information" will not be treated as a mere inaccuracy and will invalidate the notice (Speedwell Estates Ltd v Dalziel : [2001] EWCA CIV 1277). The rateable value of the Property is core information and its omission is not an inaccuracy or a misdescription. The omission of the rateable value invalidates the notice of claim.

Judge P Forster

Dated 28 April 2021