

LEASEHOLD VALUATION TRIBUNAL

FOR THE LONDON RENT ASSESSMENT PANEL

DETERMINATION

RE APPLICATION UNDER SECTION 48 OF LEASEHOLD REFORM,
HOUSING AND URBAN DEVELOPMENT ACT 1993

ADDRESS: **3A Glenelg Road London SW2**

Applicant: Mr Nicholas R Laridan (Tenant)
Represented by Mr P K Solomon BSc MSc (Est Man) FRICS
FCI Arb

Respondent: Mr Nicholas I Richards (Landlord)
Represented by Mr C M Avery FRICS FAAV

Hearing: 30 November 2004

Appearances: Mr Solomon with Mr Laridan
Mr Avery

Members of Tribunal:

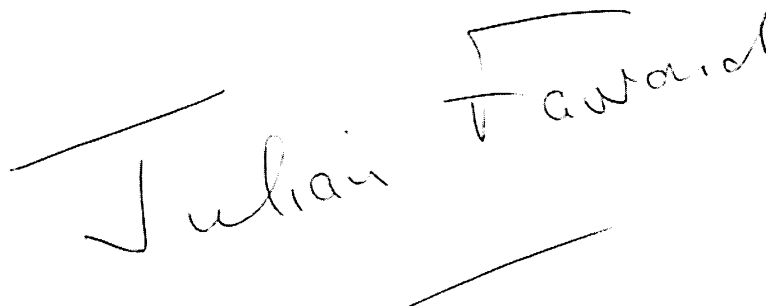
Professor J T Farrand QC LLD FCIArb Solicitor (Chairman)

Mr R A Potter FRICS

Mr J J Tomalin

1. On 8 August 2003, the then tenant (Mr J P Austin) served an Initial Notice under s.42 of the 1993 Act claiming the right to acquire a new/extended lease of the flat called 3A Glenelg Road at a proposed premium of £2,000.
2. On 10 October 2003, the Landlord served a Counter-Notice under s.45 of the 1993 Act. This first admitted entitlement to acquire a new lease but "subject to agreed terms" and at a premium of £8,000.
3. On 18 December 2003, Mr Austin applied to the Tribunal for determination, in effect, of three issues: premium payable; Landlord's costs; and terms of new lease.
4. On 17 September 2004, Mr Austin sold the lease of the flat to Mr Laridan together with the benefit of the Initial Notice (ie in accordance with s.43(3) of the 1993 Act).
5. At the Hearing, the Tribunal was informed that agreement had been reached between the parties, as follows
 - (i). Premium payable for the new lease: £3,230 (including £1,000 in consideration of varied lease terms).
 - (ii). Landlord's costs in connection with the new lease (ie under s.60 of the 1993 Act): £500.
 - (iii). Variations to existing lease terms to be incorporated in new lease: as set out in the Statement of Case (para.2.1 c) on page 1, also shown on pages 3 and 4) prepared by Mr Solomon.
6. On the basis that these issues were no longer in dispute between the parties, the Tribunal decided to accept that the above stated agreement between the parties settled the terms upon which the present Tenant, Mr Laridan, is now entitled to the acquisition of a new/extended lease in accordance with the provisions of Chapter II (sections 39-62) of the 1993 Act.

CHAIRMAN

A handwritten signature in black ink, reading "Julian Fawcett". The signature is written in a cursive style with a large initial 'J' and 'F'. It is flanked by two horizontal lines, one above and one below.

DATE

30 November 2004