

**IN THE SOUTHERN LEASEHOLD VALUATION TRIBUNAL**

**RE: LEASEHOLD REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993**

**RE: KENILWORTH COURT, 3 WESTERN ROAD, CANFORD CLIFFS, POOLE, DORSET**

BETWEEN

KENILWORTH COURT RESIDENTS ASSOCIATION LIMITED Applicant

AND

GRF HOLDINGS LIMITED

Respondent

Tribunal:        Mr M J Greenleaves (Chairman)  
                      Mr P G Harrison FRICS

**DECISION OF THE TRIBUNAL**

**Introduction**

1. This was an application made by Kenilworth Residents Association Limited ("the Applicant") for determination under Section 24 of the Leasehold Reform, Housing and Urban Development Act ("the Act") of the terms of acquisition of premises under Section 1 of the Act in respect of which GRF Holdings Limited ("the Respondent") is the freehold owner.
2. In this decision
  - 2.1. "the Property" means the entirety of the land and buildings owned by the Respondent and registered at HM Land Registry under Title No DT82686
  - 2.2. "Block" means the building containing the 12 flats on the Property
  - 2.3. "Garages" means the block of 12 garages on the Property
  - 2.4. "Amenity Land" means the car parking spaces gardens and amenity grounds of the Property edged green (excluding the Garages) on the Initial Notice hereafter referred to
  - 2.5. "the Yellow land" means the land edged yellow on the plan annexed to the Counter-Notice hereafter referred to
  - 2.6. "Lessees" means the Lessees of the 11 Flats presently let on long leases

**3. Notices**

- 3.1. On 1<sup>st</sup> August 2003 Initial Notice was given on behalf of 9 participating tenants to the Respondent under Section 13 to acquire the Block edged red on the plan under Section 1; to acquire under Section 1(2)(a) the Amenity land, the Garages and the Yellow land; on the other terms of the notice including price. Two further qualifying tenants joined in the matter at a later date
- 3.2. On 9<sup>th</sup> October 2003 the Respondent served Counter-notice under Section 21 (inter alia) admitting, with the exception of Flat 5 and its garage, the Lessees' right to collective enfranchisement under the Act of the Block, the Garages and the Yellow land; proposing, in terms, that the Respondent should retain the Amenity Land and grant permanent rights over it under Section 1(4)(a); that Flat 5 and its garage should be leased back to the Respondent.