

Ref. No. LON/ENF/850/03

**LEASEHOLD VALUATION TRIBUNAL
FOR THE LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL
ON AN APPLICATION UNDER SECTION 24
OF THE LEASEHOLD REFORM, HOUSING AND
URBAN DEVELOPMENT ACT 1993**

Applicant : Coniston Court (Stonegrove) Limited (Nominee purchaser)

Respondent : Marketbrook Limited (Landlord)

Re : Coniston Court, Stonegrove, Edgware, Middlesex

Application to Tribunal by Coniston Court (Stonegrove) Limited : 13 May 2003

Hearing date : 1 October 2003

Appearances :

No appearance for the Nominee purchaser

Mr. S. Tenenbaum, Director for the Landlord

Members of the Leasehold Valuation Tribunal :

Mr. P.D. Wulwik LLB (Chairman)
Mr. D. Levene OBE, MRICS
Mr. A. Andrew

Date of Tribunal's decision : 2 OCTOBER 2003

LON/ENF/850/03

Coniston Court, Stonegrove, Edgware, Middlesex

A. Introduction

1. This was an application by the nominee purchaser Coniston Court (Stonegrove) Limited to determine the price to be paid on a claim for collective enfranchisement of Coniston Court, Stonegrove, Edgware, Middlesex under Section 24 of the Leasehold Reform, Housing and Urban Development Act 1993.
2. The enfranchisement price payable by the nominee purchaser was agreed in the sum of £160,500, leaving the only matters in issue the terms of the transfer and the amount of the landlord's recoverable costs under Section 33 of the 1993 Act.
3. On 26 September 2003 the nominee purchaser's Solicitors Jennifer Israel & Co. wrote to the Tribunal seeking confirmation that the Tribunal agreed the form of transfer then enclosed in case it was necessary to apply for a vesting order.
4. The landlord Marketbrook Limited had previously been represented by ASB Law, Solicitors. However they were no longer instructed by the landlord.


B. Hearing

5. At the hearing on 1 October 2003 the landlord was represented by its Director, Mr. S. Tenenbaum. There was no appearance for the nominee purchaser.
6. Mr. Tenenbaum explained that he had fallen out with his Solicitors over fees and had approached new Solicitors to act for the landlord company. There had been insufficient time for any new Solicitors to attend the hearing.
7. Mr. Tenenbaum did not raise any objection to the form of transfer proposed by the nominee purchaser's Solicitors.
8. With regard to the landlord's recoverable costs, Mr. Tenenbaum agreed to supply whatever information was required to his new Solicitors to pass on to the nominee purchaser's Solicitors.

C. Decision

9. The Tribunal approve the form of transfer submitted by the nominee purchaser's Solicitors under cover of their letter dated 26 September 2003, a copy of the transfer being attached for ease of reference.
10. The Tribunal direct that the landlord provide details of the landlord's Section 33 recoverable costs to the nominee purchaser's Solicitors by 17 October 2003, together with all relevant supporting documents.

11. The parties are to be at liberty to apply back to the Tribunal in the event of any disagreement as to the landlord's Section 33 recoverable costs.

Chairman ... 
Peter Wulwik

Date ... 2 OCTOBER 2003

**Transfer of whole
of registered title(s)**

HM Land Registry

TR1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

Place "X" in the box that applies and complete the box in the appropriate certificate.

☐

I/We hereby certify that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☒

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

☐

I/We hereby certify that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title Number(s) of the Property *(leave blank if not yet registered)*

NGL76280

3. Property

CONISTON COURT

Stonegrove

Edgware, Middlesex, HA8 7TL

If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet-registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.

4. Date

2003

5. Transferor *(give full names and Company's Registered Number if any)*

MARKET BROOK LIMITED

(Company Number: 1878363)

6. Transferee for entry on the register *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*

CONISTON COURT (STONEGROVE) LIMITED

(Company Number: 4580411)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

1346 High Road Whetstone London N20 9HJ

8. The Transferor transfers the property to the Transferee.

9. Consideration *(Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)*

☒

The Transferor has received from the Transferee for the property the sum of *(in words and figures)*

£160,500 (One hundred and sixty thousand five hundred pounds)

☐

(insert other receipt as appropriate)

☐

The Transfer is not for money or anything which has a monetary value

10. The Transferor transfers with (place "X" in the box which applies and add any modifications)

☐

full title guarantee

☒

limited title guarantee

11. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

☐

The transferees are to hold the property on trust for themselves as joint tenants.

☐

The transferees are to hold the property on trust for themselves as tenants in common in equal shares.

☐

The transferees are to hold the property (complete as necessary)

12. Additional Provision(s) *Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations, etc.*

This Transfer is made pursuant to Part I Chapter I of the Leasehold Reform Housing and Urban Development Act 1993

The Transferee covenants with the Transferor henceforth to observe and perform the Lessors covenants contained in the registered Leases and to indemnify the Transferor against all costs claims and demands arising from any future breaches thereof

13. *The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

Signed as a Deed by

MARKETBROOK LIMITED

acting by Director and Secretary: -

DIRECTOR

SECRETARY

Signed as a Deed by

CONISTON COURT (STONEGROVE) LIMITED

acting by Director and Secretary: -

DIRECTOR

SECRETARY