

Y TRIBIWNLYS EIDDO PRESWYL
RESIDENTIAL PROPERTY TRIBUNAL
LEASEHOLD VALUATION TRIBUNAL
(Leasehold Reform Act 1967 the “Act”)

Reference: LVT/0031/12/23 & LVT/0032/12/23

Property: 72 Redlands Road, Penarth, CF64 2WJ

Applicant: Mark Donovan (Landlord)

Respondent: Gareth Richard Wigmore and Vivienne Patricia Wigmore (Tenants)

Committee: Chairman J Rostron
Surveyor R Baynham FRICS

In the Matter of Applications under section 21(1)(A) and Section 21(1) (ba) and 21(2) of the *Leasehold Reform Act 1967*.

REASONS FOR THE DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

Introduction.

1. We convened as a Tribunal under the provisions of the Act on the 16th April 2024. We had before us an application dated 27th November 2023 requiring the *Leasehold Valuation Tribunal* to make a determination of the value of the freehold reversion of 72 Redlands Road, Penarth, CF64 2WJ (“Property”), the provisions of the conveyance and reasonable Landlords costs.

Background

2. The lease of the Property (the “Lease”) dated 1st January 1925 is for a period of 99 years from 29th September 1923. It was made between The Most Honourable the Marquis of Bute K.T. to William Anthony Brydon and Gertrude Eliza Brydon at a rent of £6. 11 shillings (£6.55p). The Lease was assigned to the Tenants on 19th October 1979.

The Law

3. Section 9(1) of the Act provides that the price payable "*shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller with the tenant and members of his family ... not buying or seeking to buy might be expected to realise...*"
4. Section 21(1) lists matters which shall be determined by a *Leasehold Valuation Tribunal* and includes the price payable under section 9.
5. Section 9 (4) lists matters which are eligible as the reasonable costs of the landlord.

Inspection

6. At the inspection on 16th April 2024 we were accompanied by the Tenants and Mr Marc Williams FRICS Chartered Surveyor representing them. Mr John G Evans BSc (Hons) MSt (Cantab) Dip Surv FRICS Chartered Surveyor representing the Landlord was in attendance but waited outside the Property whilst the inspection was undertaken.
7. The Property is a semi-detached two storey house with an attic room in the roof space. It has a front garden and spacious rear garden. The ground floor consists of two reception rooms, dining room and combined kitchen and small conservatory. On the first floor are three bedrooms, separate WC and bathroom. The house fronts onto Redlands Road.
8. There is provision for off-street parking on the drive and a separate garage.
9. The Property is about 100 years old and of traditional masonry construction and roof covering in the vernacular style.
10. The Property is located in a residential area consisting of interwar properties of a similar age. The locality is well served with appropriate retail facilities, schools and bus service.

Hearing & Decision

11. The hearing was attended by Mr Marc Williams FRICS and Mr John G Evans BSc(Hons) MSt (Cantab) DipSurv FRICS. Neither the Landlord or Tenants attended. Similarly, the Solicitor representing the Tenants R Mundy of Neil Foley and Co and the Solicitor G N Stevenson LLB (Hons) of Stevensons did not attend.
12. At commencement of the hearing the Tribunal was informed that the Tenants and Landlords representatives named above in paragraph 11 had all agreed that the freehold price would be £225,000.
13. The Tribunal considered the price of £225,000 to be a reasonable one after considering the detailed valuation reports prepared by the two experts who had come to their decision with the full agreement of the Landlord and Tenants along with their

Solicitors. Having considered the detailed reports showing the standing house value along with the comparables at 23 Baron Road, 9 Meliden Road, and 24 Meliden Road the Tribunal confirmed the price as reasonable at 15th May 2023.

14. The Tribunal reviewed the provisions of the conveyance presented in the schedule and found them acceptable.

15. The Tribunal reviewed the work and disbursements of the Landlords Solicitor in terms of preparation of the notices, instructing experts, negotiating transfer and completing with Tenants Solicitor to be reasonable at £2669.40 including VAT. The Tribunal was informed that VAT was registered.

16. The Tribunal reviewed the work of the Landlords expert valuer in undertaking the freehold valuation using the standing house method and found it to be reasonable at £1,080.00 including VAT. The Tribunal was informed VAT was registered.

Order

For the above reasons: -

The Tribunal's determination of the price payable under the *Leasehold Reform Act 1967* (the "Act") is £225,000 at 15th May 2023.

The Tribunal's determination of the provisions which are to be contained in the conveyance are attached in Schedule subject to inclusion of the consideration as required in box 8 of form TR1.

The Tribunal's determination of the reasonable costs payable are £2,669,40 legal costs including VAT and £1,080 valuation costs including VAT.

Dated this 1st day of May 2024

**J Rostron
Tribunal Judge**

SCHEDULE
(Agreed transfer)

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: WA178412
2	Property: 72 Redlands Road Penarth CF64 2WJ
3	Date:
4	Transferor: MARK DONOVAN <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

5 Transferee for entry in the register:

GARETH RICHARD WIGMORE and
VIVIENNE PATRICIA WIGMORE

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

72 Redlands Road Penarth CF64 2WJ

7 The transferor transfers the property to the transferee

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

9 The transferor transfers with

full title guarantee

limited title guarantee as modified in clause 11.1 below

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 The parties hereto hereby agree and declare as follows:

11.1 that the covenant implied herein under the provisions of Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be modified by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the person to whom he disposes of the property"

11.2 that this transfer is made under the provisions of the Leasehold Reform Act 1967

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in *practice guide 8: execution of deeds*. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

SIGNED as a Deed by
MARK DONOVAN
in the presence of:

Witness:

Signature.....

Name

Address.....

SIGNED as a Deed by
GARETH RICHARD WIGMORE
in the presence of:

Witness:

Signature.....

Name

Address.....

SIGNED as a Deed by
VIVIENNE PATRICIA WIGMORE
in the presence of:

Witness:

Signature.....

Name

Address.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.