

Y TRIBIWNLYS EIDDO PRESWYL  
RESIDENTIAL PROPERTY TRIBUNAL  
LEASEHOLD VALUATION TRIBUNAL

Reference: qA1044881/1

In the Matter of 33B Stanwell Road, Penarth, Vale of Glamorgan CF64 3LR

In the matter of an Application under Section 49 of the Leasehold Reform, Housing and Urban Development Act 1993.

TRIBUNAL	David Evans LLB LLM
APPLICANT	Paul Simon Marks and Stephen Paul Fisher
RESPONDENTS	Tactical S&C

DECISION

1. The Applicants are the Lessees of a second floor leasehold flat known as 33B Stanwell Road, Penarth (the Property) which is held by them by virtue of a lease dated the 5<sup>th</sup> November 1993 and made between Geoffrey Martin Davies and John Graham Davies (1) and David John Williams (2) for the term of 99 years from the 25<sup>th</sup> December 1982 at an initial ground rent of £30 p.a. (the Lease). The reversion is owned by the Respondent.
2. On the 28<sup>th</sup> November 2011 the Applicants through their Solicitors, served on the Respondent a Notice under Section 42 of the Leasehold Reform, Housing and Local Government Act 1993 (the Act) claiming the right to acquire a new lease of the Property pursuant to the Act. The Respondent did not serve a Counter-Notice by the required date of the 30<sup>th</sup> January 2012 and on the 26<sup>th</sup> July 2012 the Applicants applied to the Cardiff County Court (Claim No 2CF02586) for an Order determining the terms under which the Applicants are to acquire the new lease.
3. By an Order dated the 1<sup>st</sup> November 2012, Mr District Judge G H F Carson referred the case papers to this Tribunal to determine the terms and form of the new lease.
4. Accompanying the application and exhibited to a statement of Matthew Price, Solicitor, is a draft lease (pp 16-24 of the Exhibit MP1). It is in a standard form for leases of this type.
5. On the 13<sup>th</sup> December 2012, the Tribunal wrote to both parties at the addresses given informing them that the application would be dealt with on the 9<sup>th</sup> January 2013 and informing the parties of their rights to request an oral hearing. A copy of the draft lease was enclosed with the letter and the parties were informed that when determining the issue the Tribunal would consider the suitability and effectiveness of the draft for the purposes of granting a new lease in accordance with the Act.

6. Prior to that notification the Applicant's Solicitors had invited the Tribunal to adopt the draft. No response has been received from the Respondent.
7. We therefore determine that the terms of the lease shall be in accordance with the form annexed to this Decision.

DATED this 15<sup>th</sup> day of January 2013

A handwritten signature in blue ink, appearing to read "David Evans", is written above a horizontal blue line.

CHAIRMAN