



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **MAN/00CG/OAF/2019/0031**

**Property** : **7 Derriman Drive, Sheffield S11 9LD**

**Applicant** : **Sarah Louise Baygot and Mark Dever**

**Respondent** : **Coppen (Estates) Limited**

**Type of Application** : **Section 21, Leasehold Reform Act 1967**

**Tribunal Members** : **A M Davies, LLB  
S Kendall, MRICS**

**Date of Decision** : **21 July 2020**

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**DECISION**

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## DECISION

1. The sum to be paid by the Applicants for the freehold interest in 7 Derriman Drive, Sheffield is £1400 including the Respondent's costs.
2. The transfer of the freehold interest is to include the following provision: that the boundary structures separating the property from adjoining residential property are mesne or party structures and shall be maintained at joint expense accordingly.

## REASONS

1. On 25 June 2019 the Applicants sent a notice to the Respondent claiming the right to acquire the freehold of 7 Derriman Drive, Sheffield ("the Property"). The notice was served pursuant to part 1 of the Leasehold Reform Act 1967 ("the Act"), and was substantially in the form required by the Act. The Respondent denies that the notice was valid because, although signed, it was not dated. However it was accompanied by a dated letter from the Applicants, and was sent by recorded delivery post and signed for. The Tribunal finds that the notice was validly served.
2. The Applicants are leaseholders of the Property who qualify for the right to enfranchise. They valued the freehold interest at £450 and offered to pay £1000 for it, including the Respondent's costs. The Respondent valued the freehold interest at £700.
3. The parties were unable to come to an agreement as to the amount payable to the Respondent. On 19 November 2019 the Applicants applied to the Tribunal for a determination (a) under section 21(1)(a) of the Act as to the amount payable for the freehold and (b) under section 21(2)(a) of the Act as to the provisions to be included in the transfer.
4. The Respondent has supplied a valuation schedule prepared by LRJ Services Limited. The Tribunal agrees with the figures in the schedule and confirms the price payable for the freehold interest at £700.
5. The Respondent has not provided any details of its costs and disbursements. The Tribunal considers that £700 inclusive of VAT is a reasonable amount to allow. The total payable by the Applicants to the Respondent is therefore £1400.
6. The Charges Register for the Property will automatically include the restrictive covenants applicable to the freehold estate, which are currently set out in the Applicant's leasehold title (title number SYK330839). These provide that the Property is to be used only as a residence, that no alcohol is to be supplied there, and that the owners are not to use the Property in any manner that would be offensive to adjoining occupiers. The Charges Register does not make any provision for joint ownership of boundary structures, but such a provision does appear in the Applicants' lease. That provision should therefore be included in the transfer to the Applicants.

Tribunal Judge AM Davies  
28 July 2020