

Case Reference : **MAN/00DA/OAF/2022/0017**

Premises : **8 Pullman Crescent, Leeds, LS12 6EJ**

Applicants : **Christopher Paul McQuillan and Claire Simone Elizabeth Radcliffe**

Representative : **Adcocks Solicitors Ltd.**

Respondent : **persons unknown**

Type of Application : **to determine the price payable for the freehold interest under s.9 of the Leasehold Reform Act 1967.**

Tribunal Members : **Judge P Forster**
Mr J Faulkner FRICS

Date of Decision : **18 October 2022**

Date of correction : **16 December 2022**

CORRECTION CERTIFICATE

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This certificate is given under rule 50 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, which confers a power on the Tribunal to correct any clerical mistake or other accidental slip or omission in a decision produced by it.

Paragraph 1 should read:

By an order made on 21 March 2022 in the County Court at Leeds the claim between Christopher Paul McQuillan & Claire Simone Elizabeth Radcliffe (“the Applicants” in the present case) v Persons Unknown (“the Respondents” in the present case) under case number ~~J00LS078~~ J00LS073 was transferred to the First-

tier Tribunal (Property Chamber) to determine the price payable for the freehold interest in ~~10~~ 8 Pullman Crescent, Leeds, LS12 6EJ (“the Premises”) in accordance with s.9 of the Leasehold Reform Act 1967 (“the Act”).

Paragraph 5 should read:

The leasehold title to the Premises is registered at HM Land Registry under title number ~~YY115319~~ YY117958. The lease of the land which includes the Premises was granted on 25 March 1661 for a term of 500 years from 25 July 1661. The original parties to the lease were (1) William Wise and (2) Richard Bland. The remainder of the term granted by the lease was purchased by Taylor Wimpey UK Ltd. In 2014 for the purpose of developing the site and building a number of properties including the Premises.

Paragraph 6 should read:

On ~~19 December 2018~~ 7 December 2018, an assignment of part of the land comprised in the lease was made in respect of the Premises between Taylor Wimpey UK Ltd. and the Applicants. When the Applicants purchased the freehold of the Premises, they had no knowledge that the developer only owned the leasehold interest in the land on which the Premises is built. The developer has admitted it is not the freehold owner and cannot transfer the freehold interest to the Applicants.