



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

<b>Case reference</b>	<b>:</b> <b>MAN/ooCG/OAF/2023/0029</b> <b>MAN/ooCG/OAF/2023/0015</b>
<b>Properties</b>	<b>:</b> <b>20 &amp; 40 Springwell Drive, Beighton, Sheffield, S20 1XA</b>
<b>First Applicants</b>	<b>:</b> <b>Matthew Phillips &amp; Charlotte Phillips</b>
<b>Second Applicants</b>	<b>:</b> <b>Liam Flanagan &amp; Kirsty Flanagan</b>
<b>Representative</b>	<b>:</b> <b>John Francis, Crapper &amp; Haigh</b>
<b>First Respondent</b>	<b>:</b> <b>Parkland House Limited</b>
<b>Second Respondent</b>	<b>:</b> <b>Gray's Inn Capital Limited</b>
<b>Representative</b>	<b>:</b> <b>Stevensons Solicitors</b>
<b>Type of Application</b>	<b>:</b> <b>Leasehold Enfranchisement</b>
<b>Tribunal Members</b>	<b>:</b> <b>Mr S Wanderer MRICS</b> <b>Mr J Faulkner FRICS</b>
<b>Venue of Hearing</b>	<b>:</b> <b>Paper Determination 3 July 2025</b>
<b>Date of Decision</b>	<b>:</b> <b>3 July 2025</b>
<b>Date of Determination</b>	<b>:</b> <b>06 August 2025</b>

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**DECISION**

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## **Decision**

- (1) The total price payable by the First Applicants for the freehold interest in 20 Springwell Drive, Beighton, Sheffield, S20 1XA is £1,716.75, made up as £1,327.65 to the First Respondent and £389.10 to the Second Respondent.
- (2) The total price payable by the Second Applicants for the freehold interest in 40 Springwell Drive, Beighton, Sheffield, S20 1XA is £1,809.11, made up as £1,419.61 to the First Respondent £389.50 and to the Second Respondent.
- (3) The form of transfer to be used to convey the freehold in each case is to be as shown in generic form in Appendix 3.

## **The Background**

1. The Tribunal has received two applications under s.21(1)(a) of the Leasehold Reform Act 1967 (“the Act”) to determine the price payable for the house and premises in the case of each of the Properties in accordance with s.9 of the Act. The subject properties are 20 Springwell Drive, Beighton, Sheffield, S20 1XA (“20 Springwell Drive”) and 40 Springwell Drive, Beighton, Sheffield, S20 1XA (“40 Springwell Drive”). The applicants in the case of 20 Springwell Drive are the First Applicants and the applicants in the case of 40 Springwell Drive are the Second Applicants. In both cases, the First Respondent is the freeholder and the Second Respondent is the head lessee.
2. The Second Respondent’s head leasehold interest, out of which numerous underleases – including those on both subject properties – have been granted, is for the residue of a 125-year term from 3 December 1993 at a total ground rent of £3,000 per annum.
3. The underleases on which each of the subject properties are held are both for a term of 125 years less one day from 3 December 1993 at a ground rent of £50 per annum.
4. The date of the First Applicants’ claim to acquire the freehold to 20 Springwell Drive, and hence the valuation date for that property, is 30 August 2023.
5. The date of the Second Applicants’ claim to acquire the freehold to 40 Springwell Drive, and hence the valuation date for that property, is 3 August 2022.
6. These matters have been before the Tribunal for some significant time, the two applications having been made on different dates in latter part of 2023. Over the course of this time, the Tribunal has issued a number of orders and directions in order to facilitate dealing with the matters fairly and justly. Of relevance in the context of this decision:

- a. On 31 May 2024, the First Respondent was barred from proceedings and the Second Respondent was appointed Reversioner for the purposes of the Act in the First Respondent's place.
- b. On 9 April 2025, the Tribunal ordered that the cases for 20 Springwell Drive and 40 Springwell Drive be consolidated.
- c. Also on 9 April 2025, the parties were directed to produce a jointly drafted statement setting out a clearly itemised summary of agreed and disputed points, both as regards valuation and the proposed form of transfer.

7. Notwithstanding the direction referred to in 6(c) above, no joint statement was provided. This is particularly regrettable as the parties in both cases indicated that they wished for the cases to be applications to be dealt with without the benefit of a hearing, making the need for clearly organised and unambiguous paper submissions all the more important. In the circumstances, the Tribunal was left with no alternative but to draw conclusions from papers which were less clear than the Tribunal would have wanted.

## **Evidence and Submissions**

8. The Tribunal received expert witness reports on both properties from Mr JM Francis FRICS, who was instructed by both sets of Applicants, and Mr G Evans FRICS who was instructed by the Second Respondent. In addition, both experts provided further correspondence following directions of the Tribunal.
9. There were clearly areas of common ground between the parties in respect of certain valuation inputs and valuation approach. The Tribunal was, however, not assisted by the failure of the parties to comply with the direction to produce a clear statement of agreed and disputed facts.

## **Valuation**

10. For the valuation of the First Respondent's freehold interest in each case, the Tribunal adopted the usual three stage approach typically used under s.9(1) of the Act: (1) capitalise the annual rent until the expiry of the term of the lease – referred to as "term 1", (2) calculate the modern ground rent and capitalise this for 50 years and then defer

the capitalised sum to the date of valuation – referred to as “term 2”, (3) defer the market value of the standing house for term 1 plus term 2 which is referred to as “the reversion”.

11. For the valuation of the Second Respondent’s leasehold interest in each case, the Tribunal valued based on the net rent receivable by the Second Respondent (“profit rent”), to be capitalised over the term of the lease.
12. The Tribunal’s first task was to consider the relative positions of the head leaseholder and the freeholder. Under the head lease, the Second Respondent is obliged to pay a total ground rent of £3,000 to the First Respondent. Mr Francis’ writes that the head lease covers “by [his] calculation 140 properties”. Mr Francis’ apportionment of the annual head lease rent is, on this basis, £21.43 per property. The Tribunal notes, however, that a figure for the apportioned head lease ground rent is shown in paragraph 12.7.6 of the draft transfer provided at £21.74 per property, which would imply the head lease covers only 138 properties. On the basis that (i) Mr Francis is not claiming to know definitively that the number of properties is 140 and (ii) he has not objected to the draft transfer, the Tribunal adopts £21.74 as the apportioned rent in respect of the valuation of the freehold. The profit rent adopted in respect of the valuation of the head lease is £28.26, calculated as the £50 underlease rent less the apportioned headlease rent.
13. There was no dispute as to the entirety values of the two properties, with both experts adopting £325,000 for 20 Springwell Drive and £375,000 for 40 Springwell Drive. It was further agreed that a percentage of 35% should be adopted for the site value. Most of the other valuation inputs were the subject of disagreement between the experts (or the position was not clear).
14. For the sake of clarity and brevity, the remaining valuation inputs adopted by the Tribunal in both cases are set out below. Our full valuations are provided as Appendices 1 and 2 to this decision.
  - a. Term 1 capitalisation rate - 6.5%
  - b. Site value decapitalisation rate – 5.25%
  - c. Term 2 capitalisation rate – 5.25%
  - d. Deferment Rate – 5.25%
  - e. Leasehold interest capitalised using dual rate YP of 7% (remunerative rate) and 2.5% (sinking fund rate) (no tax)

- f. The Tribunal does not find it appropriate in the circumstances to make any deduction from reversionary value the for risk of a tenancy arising upon expiry under Sch.10 of LGHA 1989.

## **Form of Transfer**

15. The Tribunal was provided with a draft form of transfer by the Second Respondent's solicitors. The Applicant's representative, having been provided with the opportunity to advise the Tribunal of any objection to the proposed form of transfer, raised no such objection. The Tribunal, therefore, takes it that this is an agreed matter. For the avoidance of doubt, a copy of the form of transfer (redacted so it is in generic) is provided as Appendix 3 to this decision.

## **Appeal**

16. If any party is dissatisfied with this decision an application may be made to this Tribunal for permission to appeal to the Upper Tribunal, Property Chamber (Residential Property) on a point of law only. Any such application must be received within 28 days after these reasons have been sent to the parties under Rule 52 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

S Wanderer MRICS

3 July 2025

## Appendix 1 –20 Springwell Drive, Sheffield

### Freehold Interest

#### Term

Apportioned Ground Rent	£	21.74	
YP for 95.26 yrs @ 6.5%		<u>15.3464</u>	
			£ 333.63

#### Term 2

Entirety Value	£	325,000	
Site Apportionment @ 35%	£	<u>113,750</u>	
Modern Ground Rent @ 5.25%	£	5,971.88	p.a.
YP for 50 yrs @ 5.25%		<u>17.5728</u>	
	£	104,943	
PV of £1 in 95.26 yrs @ 5.25%		<u>0.00764</u>	
	£	801.76	

#### Reversion 2

Market Value of Standing House	£	325,000	
@ 100% for Assured Tenancy	£	325,000	
PV of £1 in 145.26 yrs @ 5.25%		<u>0.00059158</u>	
	£	192.26	

#### Enfranchisement Price (excluding costs)

£1,327.65

### Head Leasehold Interest

Rent Received	£	50.00	p.a.
Lees Apportioned Ground Rent	£	21.74	p.a.
Profit Rent	£	28.26	p.a.
YP for 95.26 yrs @ 7%2.5% (t0%)		<u>13.7686</u>	

#### Enfranchisement Price (excluding costs)

£389.10

## Appendix 2 –40 Springwell Drive, Sheffield

### Freehold Interest

#### Term

Apportioned Ground Rent	£	21.74	
YP for 96.33 yrs @ 6.5%		<u>15.3489</u>	
			£ 333.69

#### Term 2

Entirety Value	£	375,000	
Site Apportionment @ 35%	£	<u>131,250</u>	
Modern Ground Rent @ 5.25%	£	6,890.63	
YP for 50 yrs @ 5.25%		<u>17.5728</u>	p.a.
	£	121,088	
PV of £1 in 96.33 yrs @ 5.25%		<u>0.0072334</u>	
	£	<b>875.88</b>	

#### Reversion 2

Market Value of Standing House	£	375,000	
@ 100% for Assured Tenancy	£	375,000	
PV of £1 in 146.33 yrs @ 5.25%		<u>0.0005601</u>	
	£	<b>210.04</b>	

<u>Enfranchisement Price (excluding costs)</u>		<u>£1,419.61</u>
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### Head Leasehold Interest

Rent Received	£	50.00	p.a.
Lees Apportioned Ground Rent	£	<u>21.74</u>	p.a.
Profit Rent	£	28.26	p.a.
YP for 96.33 yrs @ 7%2.5%(t0%)		<u>13.7829</u>	

<u>Enfranchisement Price (excluding costs)</u>		<u>£389.50</u>
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## Appendix 3 – Draft Form of Transfer

# HM Land Registry

## Transfer of part of registered title(s)

TP1

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.

1 Title number(s) out of which the property is transferred:

SYK498268 and SYK483374

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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 of the persons transferring the property.

Complete as appropriate where the transferor is a company.

2 Property:

Springwell Drive Beighton Sheffield S20 1XA

The property is identified

on the attached plan and shown:

on the title plan of the Title Number SYK483374 and shown: edged and numbered [redacted] in blue

4 Date:

5 Transferor:

PARKLAND HOUSE LIMITED ("the Freeholder") and GRAY'S INN CAPITAL LIMITED ("the Intermediary Landlord")

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 00742847 and 07503033 respectively

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership 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.

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 electronic 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 12.

Place 'X' in any box that applies.

Add any modifications.

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.

For overseas companies

(a) Territory of incorporation:  
(b) Registered number in the United Kingdom including any prefix:

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

Springwell Drive Brighton Sheffield S20 1XA

8 The transferor transfers the property to the transferee

9 Consideration

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

..... Pounds (£.....) being:

..... Pounds (£.....) to the Freeholder and

..... Pounds (£.....) to the Intermediary Landlord

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee as modified in clause 12.7.4 below

11 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:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

## 12.1 Definitions

In this transfer the following expressions shall have the following meanings:

**12.1.1 "the Estate"** means the estate now and/or formerly comprised in Title Number SYK337772

**12.1.2 "the Headlease"** means the lease relating to the Property and other premises dated 3<sup>rd</sup> December 1993 and made between (1) The Sheffield County Council and (2) Tarmac Homes Yorkshire Limited and (3) John McLean & Sons Limited registered under Title Number SYK483374

**12.1.3 "the Included Rights"** means the rights set out in Schedule Two in the Underlease

**12.1.4 "the Reserved Rights"** means the rights set out in Schedule Three in the Underlease

**12.1.5 "the Retained Land"** means the parts of the Estate retained by the Freeholder and the Intermediary Landlord comprised in Title Numbers SYK498268 and SYK483374 respectively other than the Property

**12.1.6 "the Underlease"** means the lease relating to the Property dated [REDACTED] and made between (1) Tarmac Homes Yorkshire Limited and (2) [REDACTED] registered under Title Number [REDACTED]

## 12.2 Rights granted for the benefit of the property

The Property is transferred so far as the Transferor is able to do so together with the benefit of the Included Rights as amended in clause 12.7.3 below to the intent that they shall be rights and easements appurtenant to each and every part of the Property PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any electricity substation or similar installation

## 12.3 Rights reserved for the benefit of other land

The Property is transferred subject to the Reserved Rights as amended in clause 12.7.3 below which are hereby excepted and reserved to the intent that they shall be rights and easements appurtenant to each and every part of the Retained Land so far as capable of benefitting from them

## 12.4 The Transferee hereby covenants with the Freeholder and as a separate covenant with the Intermediary Landlord:

**12.4.1** to pay a reasonable proportion of the expense of repairing replacing renewing and cleansing all service installations and other things the use of which is common to the Property and any adjoining land on the Estate (so far as the same are not maintainable by the Local or other Authority)

**12.4.2** to maintain in good repair and condition fences along the boundaries of the Property marked with a "T" inwards on the plan in the Underlease

**12.4.3** not to park on any part or parts of the Property any commercial vehicle caravan boat or trailer whatsoever

**12.4.4** not to carry on any trade or business on the Property or in or from the dwelling erected thereon

**12.4.5** to keep any land drains and silt chambers in or under the Property in good working order and free from obstruction

**12.4.6** not to do or permit to be done on the Property or any part of the Estate at any time anything that shall be or become a nuisance annoyance or injury to any part of the Estate or its occupiers

**12.5 The Transferee hereby covenants with the Freeholder** to observe and perform the covenants and conditions contained and referred to in the Charges Register of Title Number SYK498268 insofar as the same are still subsisting and capable of taking effect and affect the Property and to keep the Freeholder indemnified against all actions proceedings costs claims and demands whatsoever in respect of any breach or non-observance thereof

**12.6 The Transferee hereby covenants with the Intermediary Landlord** to observe and perform the covenants and conditions contained and referred to in the Charges Register of Title Number SYK483374 and the covenants and obligations on the part of the Lessor contained in the Underlease insofar as the same are still subsisting and capable of taking effect and affect the Property and to keep the Intermediary Landlord indemnified against all actions proceedings costs claims and demands whatsoever in respect of any breach or non-observance thereof

**12.7 THE PARTIES HERETO HEREBY AGREE AND DECLARE THAT:**

**12.7.1** in this transfer words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally and words importing the masculine gender only include the feminine and neuter gender and vice versa

**12.7.2** where the context so admits the expressions "the Transferee" and "the Transferor" in this transfer shall include their respective successors in title

**12.7.3** This transfer shall be read and construed as if the Included Rights and the Reserved Rights and the plan in the Underlease were set out in full in this transfer save that the references therein to "the Lessor" and "the Vendor" shall be

amended to refer to "the Freeholder and/or the Intermediary Landlord" and all references therein to "the Purchaser" shall be amended to read "the Transferee"

**12.7.4** 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"

**12.7.5** this transfer is made under the provisions of the Leasehold Reform Act 1967

**12.7.6** the rent of £3,000.00 reserved by the Headlease shall be apportioned as to £21.74 in respect of the Property and £21.74 in respect of each of the properties remaining in Title Number SYK498268 and the rent payable by the Intermediary Landlord to the Freeholder under the Headlease shall be reduced accordingly

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 11 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.

Remember to date this deed in panel 4.

### 13 Execution

EXECUTED as a Deed by  
GRAY'S INN CAPITAL LIMITED  
acting by two Directors

Director:

Director:

SIGNED as a Deed by

in the presence of:

Witness Signature: .....

Witness Name: .....

Witness Address: .....

SIGNED as a Deed by

[REDACTED]  
in the presence of:

Witness Signature: .....

Witness Name: .....

Witness 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.

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