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# Problem Areas in Enfranchisement and Lease Extension

An in depth look at the more difficult issues in enfranchisement and lease extension

23 November 2011, London

6 Hours CPD

The conference will address the major problems either being highlighted in the courts, or which are being experienced in practice. Use the guidance from the team of expert practitioners to give clear and accurate advice to your client

**9.00 Registration and Coffee**

**9.30 Chairman's Welcome and Introduction**

*Professor James Driscoll, Solicitor*

**9.45 Losing the Right to Enfranchise**

- Errors in the preparation and service of the notice
- Failing to register the claim
- Mistakes on assignment
- Failure to follow statutory procedures

*Natasha Rees, Forsters*

**10.30 What is the Correct Basis of Valuation under the Leasehold Reform Act 1967?**

- What are the qualifying conditions for valuations under section 9(1), 9(1A), 9(1C) and 9(1AA)?
- What are the differences?
- Statutory assumptions
- Compensation under section 9A

*Damian Greenish, Pemberton Greenish LLP*

**11.15 Coffee**

**11.30 Dealing with Development Value**

An exploration of the legal and valuation issues in the following cases using worked examples:

- Collective enfranchisement - 3 kinds of development value identified
- Lease extensions and development value
- Development value and purchasing the freehold of houses

*Piers Harrison, Tanfield Chambers  
Frances Joyce, W A Ellis*

**1.00 Questions**

**1.15 Lunch**

**2.15 Enfranchisement Update: What you Need to Know**

All the key developments in case law and statute, practice and procedure

*Philip Rainey QC, Tanfield Chambers*

**3.00 Tea**

**3.15 What Can be Done when the Landlord is Absent, Unco-Operative or Dead**

- Absent Landlords
  - 1967 Act - acquiring the freehold
    - (a) Procedure
    - (b) Landlord found
- 1993 Act
  - Lease extensions
    - (a) Procedure
    - (b) Other landlords
  - Collective enfranchisement claims
    - (a) Procedure
    - (b) Relevant landlords
- Deceased landlords
  - Service of Notices
  - The claim
- Unco-operative landlords
- Tenant's Perspective
  - LVT
  - County Court jurisdiction
- Landlord's perspective
  - Reversioner/relevant landlord
  - Competent landlord/intermediate landlord

*Samantha Bone, Wallace LLP*

**4.00 Terms of Conveyance or New Lease**

- Terms of conveyance under LRA 1967 s.10
- Restrictive Covenants
- Contents of conveyance under LRHUD 1993 s.34 and Schedule 7
- Terms of new lease under LRHUD 1993 s.57

*Mark Loveday, Tanfield Chambers*

**4.45 Chairman's Concluding Remarks and Questions**

**5.00 Conference Close**

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# Problem Areas in Enfranchisement and Lease Extension

Leasehold enfranchisement and lease extension claims continue to be a fruitful source of work for lawyers, but such claims need particular skill involving as they do complex issues of valuation, management and legal analysis. The complexity is highlighted by the number of recent reported cases, highlighting the problems for both landlords and tenants. It is essential for practitioners to keep up to date with the latest law and practice. This conference brings together the leading experts in the field to give practical guidance on the impact of the recent changes.

## Chairman:

**Professor James Driscoll** is a solicitor, an author and a Lawyer Chair of the Residential Property Tribunal. For 20 years he was a consultant solicitor with Trowers & Hamblins specialising in housing law. A prolific author of books and articles, he is the Consultant Editor to *Butterworths Residential Landlord and Tenant Handbook* (5th ed, 2010), to *Halsbury's Laws* (vol 22 'Housing') and several other books and loose-leaf works. James is a consultant editor to the Landlord and Tenant Reports and he contributes articles to the *Estates Gazette*, the *New Law Journal* and other publications. He is also a well-known speaker at conferences on housing and property law and he has held several academic positions in England and the USA. He is currently a Visiting Fellow at Essex University. James has contributed to *Enfranchisement Explained* (RICS).

## Speakers:

**Samantha Bone** is head of the leasehold enfranchisement department at Wallace LLP. She has successfully represented a wide range of clients including the Freshwater group of companies (one of London's largest private landlords) in all their leasehold enfranchisement matters. She has been involved in a number of the leading cases on the subject and has enormous experience of dealing with enfranchisement claims for both landlords and tenants.

**Damian Greenish** is senior partner of Pemberton Greenish LLP where he specialises in residential landlord and tenant. He is a trustee of the Sloane Stanley Estate, a mixed-use landed estate in west Chelsea. He has been advising both landlords and tenants in enfranchisement matters for over 30 years and has been involved in the majority of the recent high profile court cases in this sector. As a co-editor of the fifth edition of *Hague on Leasehold Enfranchisement*, he is recognised as a leading authority in the complex area of enfranchisement. His firm has won London Solicitor of the Year at the Enfranchisement Awards for the last two years. He has recently been appointed Honorary President of the Association of Leasehold Enfranchisement Practitioners (ALEP).

**Piers Harrison** is a member of Tanfield Chamber where his property practice covers all areas of property law and clients include property development companies, local authorities, government agencies and private companies and individuals. He has a particular interest in leasehold enfranchisement. He is editor of the leasehold enfranchisement section of the well-respected PropertyLawUK website and also maintains a monthly e-mail update specifically focusing on leasehold enfranchisement.

**Mark Loveday** is a senior barrister at Tanfield Chambers and has been described by the *Legal 500* as "the doyen of LVT cases". His enfranchisement clients include all the major London estates and he has been a part-time chairman of the Leasehold Valuation Tribunals since 1990. Mark writes and lectures extensively on LVT law and procedure and his weekly problem column appears in the *Times* property section every Friday.

**Philip Rainey QC** is head of the property group at Tanfield Chambers. Philip was Barrister of the Year at the Enfranchisement Awards 2009 and Real Property Junior of the Year at the *Chambers & Partners Bar Awards* 2009, before taking Silk in 2010. Within a broader practice in real property litigation, he specialises in leasehold enfranchisement, rights of first refusal and right to manage, as well as service charge disputes. He has appeared as counsel in a number of leading cases in enfranchisement, including *Howard de Walden v Aggio*, *Cadogan v Sportelli* and *Nailrile v Cadogan*. Philip is a co-author of *Service Charges and Management: Law and Practice* and speaks regularly at conferences and seminars on enfranchisement and other landlord & tenant issues.

**Natasha Rees** is a property litigation partner at Forsters LLP specialising in all aspects of commercial and residential property litigation with particular expertise in leasehold enfranchisement. Natasha advises and acts for a number of settled estates, charities, commercial landlords and management companies in London in relation to their residential property litigation work. She also acts for both landlords and tenants in relation to enfranchisement claims and enfranchisement related litigation and has been involved in a number of leading cases in this area. She acted for Les Aggio in the recent appeal to the House of Lords on the issue of qualifying tenants under the 1993 Act and also acted for Mr and Mrs Sportelli in the various appeals relating to the deferment rate. She is on the contributory board of the *Property Law Journal* and speaks regularly on leasehold enfranchisement issues.

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# Problem Areas in Enfranchisement and Lease Extension 23 November 2011, London

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