



# Problem Areas in Enfranchisement Conference

“Excellent and  
very informative”

Catch up with all the important  
developments after a busy 12 months

20 November 2008, London

“The conference  
will address the  
major problems  
either being  
highlighted in  
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which are being  
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**9.00** Registration and Coffee

**9.30** Chairman's Welcome and  
Introduction

*Professor James Driscoll, Trowers & Hamlins*

**9.45** Leasehold Enfranchisement  
and Lease Extension: A  
Review of Legislative and Case  
Developments Over the Past  
Year

- Housing and Regeneration Act 2008 amendments
- What the Act has not amended
- House lease claims: the *Boss Holdings* decision
- Redevelopment as a ground to oppose claims: the *Curtis* decision
- Other court and tribunal decision

*Professor James Driscoll, Trowers & Hamlins*

**10.30** Coffee

**10.45** House Enfranchisement Claims  
Post-*Boss Holdings*

- “Designed or adapted for living in” - what does it mean?
- What is a house “reasonably so called”?
- When is a house a flat?
- What is a “material” part?
- Mixed and commercial use - does it matter?

*Damien Greenish, Pemberton Greenish*

**11.45** Flat Lease Extension Claims:  
Extending Under Head Leases  
and Redevelopment as a  
Ground for Opposing the Claim

- Detailed consideration of the House of Lords judgments in *Howard de Walden v Aggio* and *Majorstake v Curtis*
- Exploration of points left undecided
- *Aggio*: indications as to terms of the new lease
- *Majorstake*: potential for a different result on different facts

*Philip Rainey, Tanfield Chambers*

**12.45** Questions

**1.00** Lunch

**2.15** Valuing Intermediate Leasehold  
Interests Under Schedule 13

- *Wendover Court* and *Nailrile*
- *62 Cadogan Sq, Nailrile* and others

- Analyses
- Conclusions

*James Wilson, W A Ellis LLP*

**3.00** *Sportelli: A Lawyer's View*

- What is prime central London?
- When is the tribunal justified in departing from the generic deferment rate?
- How does ‘hope value’ enter into the valuation process?

*Professor James Driscoll, Trowers & Hamlins*

**3.30** Tea

**3.45** Notices: Getting them Right

- Getting service right
- Does the building qualify?
- Can car parking spaces be included?
- When can a landlord take a leaseback?
- What about the caretaker's flat?
- What happens if the notice is defective? The *Poet's Chase* case

*Paul Brecknell, Withers*

**4.30** Applications to the Tribunal  
and the Court: Getting the  
Time Limits Right and Other  
Procedural Issues

- Landlord fails to serve a counter-notice
  - Earliest and last date for application for an order that T is entitled to purchase on the terms set out in the initial notice
  - Earliest and last date for application for a vesting order
- Application for a vesting order where terms agreed or determined by LVT
  - Earliest and last date
  - When have terms been determined? Effect of *Penman v Upavon* and *Sinclair Gardens* cases
  - What if terms agreed “subject to contract”?
- Application where the landlord cannot be found
  - Application to court for vesting order
  - Application to LVT to determine terms
  - Position where landlord re-appears
- Summary of events which will lead to a deemed withdrawal of tenant's notice (collective and individual enfranchisement)

*Piers Harrison, 33 Bedford Row*

**5.00** Conclusion and Chairman's  
Closing Remarks

**5.15** Conference Close

# Problem Areas in Enfranchisement Conference

In the past year there has been an unusually high level of legal developments in the field of leasehold enfranchisement work. There are significant amendments to the legislation in the Housing and Regeneration Act 2008 and several key House of Lords, Court of Appeal and Lands Tribunal decisions to consider. Practitioners also report a growing level of interest by leaseholders in this field.

This conference brings together leading experts in the field to give practical guidance on the impact of the recent changes.

## Chairman:

**Professor James Driscoll** is a consultant solicitor with Trowers & Hamlins where he advises on all aspects of residential landlord and tenant law. He speaks regularly at conferences and seminars for solicitors, surveyors, housing managers and other property professionals. He is the author of numerous books on landlord and tenant and housing law and he regularly contributes articles to the *Estates Gazette*, the *Solicitor's Journal* and many other legal and property journals. He is a consulting editor to the *Landlord and Tenant Reports*, to *Butterworths Residential Landlord and Tenant Handbook* and *Vol. 22 (Housing) of Halsbury's Laws of England*. James's latest book is *Housing the New Law* published by Butterworths.

## Speakers:

**Paul Brecknell** is a partner in the property department of Withers where he specialises in residential lease extensions and residents' buy-outs of their freeholds. He works closely with the leading valuers in this area. He is the author of the *Encyclopedia of Forms and Precedents Bulletin* on the Commonhold and Leasehold Reform Act 2002. He is a member of the Leasehold Reform Professional Committee.

**Damian Greenish** is senior partner of Pemberton Greenish where he specialises in residential landlord and tenant. He is trustee of the Sloane Stanley Estate, and as a co-editor of the fourth edition of *Hague on Leasehold Enfranchisement*, he is recognised as a leading authority in the complex area of enfranchisement.

**Piers Harrison** is a member of 33 Bedford Row 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.

**Philip Rainey** is a barrister and head of the property group at Tanfield Chambers. He specialises in leasehold enfranchisement together with the associated areas of rights of first refusal (LLTA 1987), commonhold, right to manage, right to buy and enfranchisement-related professional negligence claims. He has appeared as counsel in a number of leading cases in enfranchisement, including *Howard de Walden Estates v Aggio*, *Cadogan v Sportelli* and *Arrowdell v Coniston Court*. 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.

**James Wilson** qualified as a Chartered Surveyor in 1992, after a first career in the army. He has had 20 years experience of central London residential property, the last 12 years being concentrated on landlord and tenant matters based on the central major landed estates, acting for both landlords and tenants. He is also a Fellow of the Chartered Institute of Arbitrators.

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20 November 2008, London

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