

SCHEDULE 1

Regulation 2

COLLECTIVE ENFRANCHISEMENT

Interpretation

1. In this Schedule—

“counter-notice” means a notice given under section 21, and “further counter-notice” means a notice required by or by virtue of section 22(3) or section 23(5) or (6);

“qualifying tenant” shall be construed in accordance with section 5;

“the relevant date” has the meaning given by section 1(8);

“terms of acquisition” has the meaning given by section 24(8).

Evidence that residence condition satisfied

2.—(1) The reversioner may require the nominee purchaser to give him evidence of the occupation on which a qualifying tenant who is claimed in the initial notice to satisfy the residence condition relies, by giving him notice within the period of twenty-one days beginning with the relevant date.

(2) The nominee purchaser shall comply with any such requirement by giving a statutory declaration made by that qualifying tenant to the reversioner within the period of twenty-one days beginning with the date the notice is given.

Delivery of proof of title

3.—(1) Sub-paragraph (2) applies where the reversioner has given a counter-notice complying with section 21(2)(a) (admitting the right to collective enfranchisement) or a further counter-notice, or, if no such counter-notice or further counter-notice is given, the nominee purchaser has applied to the court for an order under section 25(1) (applications where reversioner fails to give counter-notice or further counter-notice).

(2) Subject to paragraph 5, the nominee purchaser may require the reversioner to deduce title to the interests proposed to be acquired in accordance with section 13(3)(a) and (c)(i) (matters specified in the initial notice) and to any interest in relation to which the reversioner has made proposals in accordance with section 21(3)(b) and (c) (matters specified in counter-notice), or to any less extensive interest which it has been agreed or determined by a leasehold valuation tribunal will be acquired, by giving him notice.

(3) The reversioner shall comply with any such requirement by giving the nominee purchaser —

(a) in the case of an interest registered in the register of title kept at Her Majesty’s Land Registry, all particulars and information which have to be given or may be required to be given on a sale of registered land pursuant to section 110 of the Land Registration Act 1925(1) (provisions as between vendor and purchaser), and

(b) in the case of any other interest, an epitome of title,

within the period of twenty-eight days beginning with the date the notice is given.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Requisitions

4.—(1) Subject to paragraph 5, the nominee purchaser shall give to the reversioner a statement of any objections to or requisitions on the proof of title within the period of fourteen days beginning with the date the proof is given (whether or not within the time required).

(2) The reversioner shall give to the nominee purchaser an answer to any statement of objections or requisitions within the period of fourteen days beginning with the date the statement is given.

(3) The nominee purchaser shall give to the reversioner a further statement of any objections to or comments on the answer within the period of seven days beginning with the date the answer is given.

(4) Any objection or requisition not included in any statement given within the period referred to in sub-paragraph (1) shall be deemed waived, and any matter which could have been raised in a statement so given shall be deemed not to be a defect in title for the purposes of paragraph 3(3) of Schedule 6 and as it is applied by paragraph 7(1) and by paragraph 11(1) of that Schedule (effect of defect in title on valuation of interest to be acquired).

(5) Any objection not included in any further statement given within the period specified in subparagraph (3) shall be deemed waived and any matter which could have been raised in a further statement so given shall be deemed not to be a defect in title for the purposes of paragraph 3(3) of Schedule 6 and as it is applied as described in sub-paragraph (4).

(6) If no further statement is given within the time specified in sub-paragraph (3), the reversioner's answer shall be considered satisfactory.

Relevant landlords acting independently

5.—(1) Sub-paragraph (2) applies where—

(a) a relevant landlord has given notice in accordance with paragraph 7(1)(a) of Schedule 1 (relevant landlord's entitlement to act independently of the reversioner) of his intention to deal directly with the nominee purchaser in connection with deducing, evidencing or verifying his title, or

(b) the nominee purchaser has given notice in accordance with paragraph 7(2) of Schedule 1 (nominee purchaser's entitlement to require a relevant landlord to deal directly with him) to a relevant landlord.

(2) Any notice, statement or further statement given—

(a) under paragraph 3 requiring proof of that relevant landlord's title, or

(b) under paragraph 4 raising requisitions, or making objections to or comments on that relevant landlord's title,

shall be given to him and not to the reversioner, and he will be under a duty to comply with any such notice or respond to any such statement instead of the reversioner.

Preparation of contract

6.—(1) The reversioner shall prepare the draft contract and give it to the nominee purchaser within the period of twenty-one days beginning with the date the terms of acquisition are agreed or determined by a leasehold valuation tribunal.

(2) The nominee purchaser shall give to the reversioner a statement of any proposals for amending the draft contract within the period of fourteen days beginning with the date the draft contract is given.

(3) If no statement is given by the nominee purchaser within the time specified in sub-paragraph (2) he shall be deemed to have approved the draft.

(4) The reversioner shall give to the nominee purchaser an answer, giving any objections to or comments on the proposals in the statement, within the period of fourteen days beginning with the date the statement is given.

(5) If no answer is given by the reversioner within the time specified in sub-paragraph (4), he shall be deemed to have agreed to the nominee purchaser's proposals for amendments to the draft contract.

Payment of deposit

7.—(1) The reversioner may require the nominee purchaser to pay a deposit on exchange of contracts in pursuance of the initial notice.

(2) The amount of the deposit required shall be #500, or 10 per cent. of the purchase price agreed or determined by a leasehold valuation tribunal to be payable for the interests to be acquired, whichever is the greater.

(3) The nominee purchaser shall pay the deposit so required to the reversioner's solicitor or licensed conveyancer as stakeholder.

Cancellation of land charges etc.

8. Where the initial notice has been registered as a land charge or a notice or caution has been registered in respect of it under section 97(1), and either it is withdrawn, deemed to have been withdrawn or otherwise ceases to have effect, the nominee purchaser shall at the request of the reversioner without delay take all steps necessary to procure cancellation of the registration.