

# TANFIELD

PROPERTY & REAL ESTATE BARRISTERS



## Adrian Carr

Year of call

1999

Adrian Carr has broad experience in all aspects of landlord & tenant, real property and and wills, probate and administration of estates.

Adrian combines his expertise in real property and private client law to good effect and advises and represents clients before the courts and tribunals in contentious litigation and carries out non-contentious advisory and drafting work to help them avoid becoming involved in litigation.

## Real Property

Adrian has a wealth of experience in all areas of residential landlord and tenant for which jurisdiction remains with the courts, including claims for forfeiture and possession, claims for rent arrears, claims for disrepair, enforcement of covenants and injunctions for anti-social behaviour.

He carries out work in matters for which jurisdiction has been passed to the First Tier Tribunal (Property Chamber), including applications for the right to manage and for the appointment of a manager, service charge disputes, determinations under s.168 of the Commonhold and Leasehold Reform Act 2002 and under s.81 of the Housing Act 1996, applications for leasehold enfranchisement and lease extensions under the Leasehold Reform, Housing and Urban Development Act 1993.

In terms of commercial landlord and tenant, Adrian acts for both landlords and tenants across a wide range of areas, including opposed and unopposed claims for a new business tenancy, claims for forfeiture of leases, the enforcement of covenants, the enforcement of guarantees and claims for dilapidations.

Adrian's practise includes most aspects of real property, including conveyancing disputes, disputes arising out of the joint ownership of land (including claims under the Trusts of Land and Appointment of Trustees Act 1996 for and against trustees in bankruptcy), easements, mortgages, LPA Receivership, boundary disputes, freehold covenants and disputes before the Adjudicator to HM Land Registry.

## Private Client

Adrian carries out both advisory and litigious work in the field of wills, probate and administration of estates, including non-contentious probate disputes, contentious probate disputes, intestacy, applications under the Inheritance (Provision for Family and Dependents) Act 1975, disputes relating to testamentary capacity, want of knowledge and approval and undue influence and disputes arising out of the administration of estates and conflicts between personal representatives.

Adrian also practises in the Court of Protection, in particular deputyships for property and affairs.

## Business & Commercial

Adrian has general commercial experience in both the County Court and High Court, acting for individuals and companies.

## Notable Cases

**Stenau Properties Ltd v (1) Karin Leek & Others [2011] UKUT 478 (LC); [2012] L.&T.R. 22**

Dispute arising out of the failure to carry out consultation under s.20 of the Landlord and Tenant Act 1985. The Upper Tribunal (Lands Chamber) held that the LVT was entitled to refuse a landlord's application for the consultation requirements in s.20 of the Landlord and Tenant Act 1985 to be dispensed with where a breach of the requirements was so substantial that prejudice must be assumed to have flowed from it.

**Chelsea Bridge Wharf RTM Co Ltd v Fairhold Artemis Ltd LON/OOBJ/LRM/2011/0013**

Dispute concerning the RTM Company's entitlement to acquire the right to manage, the meaning of s.82 of the Commonhold and Leasehold Reform Act 2002 and its interaction with ss. 73 and 74.

OM Ltd v New River Head RTM Company Ltd [2010] UKUT 394 (LC); [2011] 1 E.G.L.R. 97; [2011] 13 E.G. 112

Dispute arising out of the proper interpretation of s.94 of the Commonhold and Leasehold Reform Act 2002 and the meaning of accrued uncommitted service charges. The Upper Tribunal (Lands Chamber) held that the payment of accrued uncommitted service charges is confined to those accrued uncommitted service charges 'held by' the landlord or manager on the acquisition date. The natural meaning of those words is that what has to be paid is what the landlord or manager has actually got; not what he was entitled to have but failed to get or had at one stage but does not have now.

Derek Winsor & Others v Charter Quay Ltd LON/00AX/LSC/2009/0215 and LON/00AX/LSC/2011/0220

High-value service charge disputes relating to a riverside development in Kingston-Upon-Thames.

McKay v Renlon Ltd [2008] EWHC 533 QB

Dispute arising out a damp-proofing contract. The court held that (1) the defendant contractor did not have an unlimited ability to change from a contractual damp-proof treatment to a different one; (2) in the absence of positive evidence of any other cause of water ingress, it was caused by the defective damp proof course; and (3) all of the claimant's damages arose out of the contractor's breach of contract.

South East Windscreens Ltd v Jamshidi [2005] EWHC 3322; [2005] All ER (D) 317

Contractual dispute where the court held that the parties were at cross-purposes in negotiation to such an extent no contract was formed.

## Awards

- Duke of Edinburgh Scholarship, Inner Temple
- Kitchener Scholarship, Durham University

## Publications

- General Editor, Service Charges & Management 3rd edition, Sweet & Maxwell (2013)
- Contributor, Service Charges & Management: Law & Practice 2nd edition, Sweet & Maxwell (2009)
- Contributor, Service Charges & Management: Law & Practice, 1st edition, Sweet & Maxwell (2006)

- Contributor, Atkin's Court Forms Vol 37; Specific Performance, Butterworths (2001)

## Qualifications

- Dip Law (City)
- BA Hons (Dunelm)

## Memberships

- Chancery Bar Association
- Property Bar Association