

TANFIELD

PROPERTY & REAL ESTATE BARRISTERS



Ellodie Gibbons

Year of call

1999

"Extremely bright, commercial and very approachable" (Chambers UK 2020), "highly experienced and shrewd when dealing with judges." (Legal 500 2020 (Property Litigation)), Ellodie Gibbons is a specialist in property litigation. Her principal areas of practice are all aspects of commercial and residential leases (both short and long) with a particular emphasis on service and administration charge disputes, leasehold enfranchisement, right to manage and rights of first refusal. However, Ellodie also undertakes a certain amount of real property work.

Ellodie started life at the Bar as a commercial chancery pupil. Having moved to Tanfield to undertake a commercial second-six pupillage, Ellodie began taking on residential landlord and tenant work, principally for large social landlords and local authorities.

Ellodie retains an interest in commercial matters and her enthusiasm and aptitude for contract disputes means that Ellodie not only deals with contracts between landlords and tenants, but also general commercial contracts.

Ellodie is a contributor to the first, second and third editions of 'Service Charges and Management' (Sweet & Maxwell) and co-author of 'Leasehold Enfranchisement Explained' (RICS Publishing). In 2011 Ellodie was named Barrister of the Year, at the Enfranchisement & Right to Manage Awards and was Highly Commended in the same category in 2014.

In addition to private practice, Ellodie is currently assisting the Law Commission with its review of enfranchisement law.

Landlord & Tenant

All aspects of commercial and residential leases (both short and long), in the courts and the First-tier and Upper Tribunals, in particular the extension of leases and acquisition of freeholds under the Leasehold Reform, Housing and Urban Development Act 1993, the Leasehold Reform Act 1967 and Parts I and III of the Landlord and Tenant Act 1987, the variation of leases, rights of first refusal, the acquisition of the Right to Manage, service and administration charge disputes and related professional negligence.

Real Property

Adverse possession, easements and restrictive covenants.

Commercial Disputes

General contract claims.

Notable Cases

House of Mayfair Ltd v Aitchison [2021] UKUT 73 (LC)

Collective enfranchisement; Development; Flats; Hope value; Valuation.

Sequent Nominees Ltd (formerly Rotrust Nominees Ltd) v Hautford Ltd [2019] UKSC 47

Change of use; Consent; Enfranchisement; Landlords' rights; Leases; Mixed use premises; Planning permission; Qualified covenants.

JGS Properties Ltd v King [2017] UKUT 233 (LC)

'67 Act claims; deferment rate in the West Midlands; adjustments to the Sportelli rate to reflect the risk of volatility, illiquidity and obsolescence in relation to a site and the growth rate in the West Midlands.

Portman Estate Nominees Ltd v Starlight Headlease Ltd [2016] UKUT 0467 (LC)

New lease claim; apportionment of marriage value under Sch. 13, para. 10(2), LRHUDA 1993 where a flat and parking space were held on separate leases from different landlords; human rights.

Greenpine Investment Holding Ltd v Howard de Walden Estates Ltd [2016] EWHC 1923 (Ch)

New lease claim; solicitors' undertakings; the meaning of "terms of acquisition" under s. 48(1), LRHUDA 1993; when such terms are agreed for the purposes of the section.

Moorjani v Durban Estates Ltd [2015] EWCA Civ 1252

Leasehold covenants; the correct measure of damages for loss of amenity arising from a landlord's breach of its covenants.

Merie Bin Mahfouz Co (UK) Ltd v Barrie House (Freehold) Ltd [2014] UKUT 390

Collective enfranchisement; the date at which "units" had to exist in order for the landlord to obtain a leaseback under s.36 and Sch. 9, para. 5, LRHUDA 1993; whether it was possible to have a leaseback of a unit which was or was included in an area that was a common part at the relevant date; the definition of "common parts" under s.101; whether equipment rooms in the basement and the space occupied aerials on the roof let together to mobile phone companies were, together, sets of premises let on a business lease and therefore a "unit".

Plotnek v Govan[2014] UKUT 332 (LC)

'67 Act claim; construction of a rent review provision; whether the reviewed rent should have been assessed in the same manner as a modern ground rent under s.15(2), LRA 1967.

London Borough Camden v The Leaseholders of 4767 Residential Properties, Unreported, 2014, First-tier Tribunal (Property Chamber)

Service charges; whether the London Borough of Camden was entitled to change the basis for re-charging its management costs and, if so, the correct methodology for calculating the revised management charge.

Money v Cadogan Holdings Ltd [2013] UKUT 0211 (LC)

Collective enfranchisement; whether the value which would be released by the removal of a restrictive covenant post-enfranchisement could be reflected in the valuation of the freeholder's interest under Sch. 6, para. 3, LRHUDA 1993, in particular, whether it constituted marriage value under Sch. 6, para. 4; human rights.

Westmacott v Ackerman [2012] UKUT 415 (LC)

'67 Act claim; whether the valuation under LRA 1967 s.9(1A) must assume a sale of freehold reversion on the valuation date; yield to be adopted for valuation on investment basis; relativity.

Avon Castle Limited v C.R Vending & Electronics Limited, Unreported, 2012, LVT

Collective enfranchisement; whether rights offered under s. 1(4), LRUHA 1993 could be nearly as may be the same rights as those enjoyed by the qualifying tenants under the terms of their leases, where the tenants would not have the benefit of the provisions of the Landlord and Tenant Act 1985.

Barrie House Freehold Ltd & Ors v Merie Bin Mahfouz Company (UK) Ltd [2012] EWHC 353 (Ch)

Injunctions; whether the construction of light wells would constitute a substantial interference with an easement to use a garden; whether an initial notice under s.13, LRUHA 1993 gave rise to a statutory duty not to alter the specified premises pending the determination of the claim.

Palley v London Borough Camden [2010] UKUT 469 (LC)

Service charges; whether lessee liable for management costs incurred in providing services; interpretation of leases.

Richard Ayres & Ors v Jonathan Roberts & Anor [2012] L. & T.R 1

New lease claims; the effect of a failure to comply with a completion notice served under Sch. 2, para. 8, Leasehold Reform (Collective Enfranchisement and Lease Renewal) Regulations 1993.

Calladine-Smith v Saveorder Ltd [2011] EWHC 2501 (Ch)

Interpretation of s.7 of the Interpretation Act 1978 and its application to the service of notices under LRUHA 1993.

Sherwood Hall (East End Road) Management Company Limited v Magnolia Tree Limited [2009] UKUT 158 LC

Collective enfranchisement; whether a departure from the Sportelli deferment rate was justified for 88 years reversions; the additional value, if any, attributable to developable land.

Recommendations

"She is very strong in her approach and firm in court. An understated but formidable opponent."
"Ellodie Gibbons is very approachable."

Chambers UK 2023

"Ellodie is very user friendly and an exceptionally hard working barrister."

Legal 500 2023

"She gives very good practical advice on the complexities of leasehold enfranchisement." "She is very approachable and easy to work with."

Chambers UK 2022

"Great technical ability but down to earth, and able to explain issues easily to lay clients. She also has great client inter-personal skills, is able to cut straight through to the issues and is commercial too."

Legal 500 2022

"She is collaborative, easy to work with, understands clients' demands and is able to meet deadlines and unexpected urgent applications. A really good senior junior."

Chambers UK 2021

"Strong legal knowledge in subject areas, very good on feet as an advocate, blended with commercial common sense and good client relations."

Legal 500 2021

"She is extremely bright, commercial and very approachable. She offers invaluable quality."

Chambers UK 2020

"Highly experienced and shrewd when dealing with judges."

Legal 500 2020 (Property Litigation)

"She's extremely good on her feet, persuasive and good at taking the court along with her."
"Ellodie is a gifted lawyer who takes a practical, common-sense approach."

Chambers UK 2018

"Rated highly."

Legal 500 2017

Awards

- Highly Commended, Barrister of the Year category, Enfranchisement & Right to Manage Awards (2014)
- Barrister of the Year, Enfranchisement & Right to Manage Awards (2011)

Publications

- Contributor, *Service Charges & Management* 3rd Edition, Sweet & Maxwell (2013)
- Co-author, *Leasehold Enfranchisement Explained*, RICS Publishing (2010)
- Contributor, *Service Charges & Management: Law & Practice* 2nd Edition, Sweet & Maxwell (2009)
- Contributor, *Service Charges & Management: Law & Practice* 1st Edition, Sweet & Maxwell (2006)

Qualifications

- MA (Cantab)

Memberships

- Association of Leasehold Enfranchisement Practitioners
- Chancery Bar Association
- Property Bar Association