FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/00MF/OCE/2025/0004** **CAM/00MF/OC9/2025/0002** **CAM/00MF/LBC/2024/0601**
Property	**:**	**Tanhouse Lane** **Wokingham RG41 2RL**
Applicants	**:**	**(1) Tanhouse Lane Freehold Limited** **(2) David Soanes**
Respondents	**:**	**(1) David Soanes** **(2) Stuart Charles Bond and Louise Ann Bond**
Type of application	**:**	**(1) enfranchisement terms/costs** **(2) breach of covenant**
Tribunal member	**:**	**Judge David Wyatt**
Date of decision	**:**	**13 June 2025**

NOTICE OF DECISION

---

1. Tanhouse Lane Freehold Limited made applications to the tribunal under section 24(1) and section 91(2)(d) of the Leasehold Reform, Housing and Urban Development Act 1993 (the "**1993 Act**") for determination of terms of acquisition and reasonable costs (CAM/00MF/OCE/2025/0004 and CAM/00MF/OC9/2025/0002, respectively).

2. Their collective enfranchisement claim notice was dated 2 July 2024. David Soanes, the landlord freeholder, gave a counter notice dated 30 August 2024 stating that he did not admit entitlement. On 4 September 2024, the tribunal office received these applications from Roger Southam, representing the company.

3. In directions given on 28 March 2025, the tribunal raised the question of jurisdiction under section 24. Even if the relevant application had not been made too soon, jurisdiction of the tribunal appeared to depend on a counter notice admitting entitlement.

4. Mr Southam provided updates in response. These included an Order dated 10 April 2025, made on 9 April 2025 by Deputy District Judge Hunter sitting in the County Court at Reading, after hearing from the parties. This declared that Tanhouse Lane Freehold Limited "*…is entitled to acquire the freehold of the property with title number BK195244…*" and provided that "*…the issue of valuation of the freehold interest is adjourned generally…*".

5. On 9 May 2025, the tribunal gave further directions. These noted that section 22 of the 1993 Act seems to provide that if an order is made under section 22(1) declaring entitlement then the court shall also make an order declaring that the counter notice shall be of no effect and requiring the landlord to give a further counter notice by such date as is specified in the order (which will be treated as admitting the claim and must comply with the requirements for such a counter notice).

6. The parties were invited to make submissions in relation to the proposed striking out of the application to determine terms of acquisition (and stay of the application to determine costs). They were asked to respond to preliminary observations that it appeared:

   a) "*the tribunal has no jurisdiction to deal with the current application made under section 24(1) because the collective enfranchisement machinery and time limits in the 1993 Act are strict, giving the tribunal (and perhaps the court) only limited powers in specific circumstances*";

   b) "*the court has not attempted to transfer the issue of valuation to the tribunal (the order provides that any such issue is adjourned with liberty to restore) and it may not be possible for the court to do so (when the procedure outlined above has not yet been followed and section 176A of the Commonhold and Leasehold Reform Act 2002 would only allow the court to transfer to the tribunal determination of a question which the tribunal would otherwise have had jurisdiction to determine under the 1993 Act)*"; and

   c) "*it seems that the tribunal could only have jurisdiction to determine terms of acquisition if an order is obtained from the County Court ordering the landlord to give the requisite counter notice, the landlord does so, and the applicants then make a new application to the tribunal within the window specified in section 24*".

7. The directions of 9 May 2025 provided that the tribunal would consider the matter at a video case management hearing ("**CMH**") on 11 June 2025. At the CMH, Tanhouse Lane Freehold Limited was represented by Mr Southam. Mr Soanes represented himself (his camera was not working, but he confirmed he was happy to proceed with the hearing). Having heard from Mr Soanes on his preliminary application, I explained that I was not satisfied that I should recuse myself.

8. Mr Southam noted that Mr Soanes had referred to valuation matters, but did not oppose strike out of the application to determine terms of acquisition or give any grounds on which the tribunal might have jurisdiction to deal with his application under section 24 of the 1993 Act. Accordingly, I will strike out this application under rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (the "**Rules**"), because the tribunal has no jurisdiction to deal with an application under section 24 in the absence of a counter notice admitting entitlement.

9. Similarly, there was no opposition to stay of the application under section 91(2)(d) to determine the amount of any costs payable. As matters stand, further proceedings seem likely between the same parties and it will be more efficient to aim to deal with this application at the same time as such proceedings. Accordingly, I will stay this application for a reasonable period.

Breach of covenant application

10. Before the collective enfranchisement claim, Mr Soanes had made an application to the tribunal under section 168(4) of the Commonhold and Leasehold Reform Act 2002 to determine breaches of covenant (CAM/00MF/LBC/2024/0601), seeking to do so in relation to each of the 18 leases of the property but paying a single application fee. Following the further directions given on 12 and 28 March 2025, Mr Soanes elected not to pay any further application fees and to proceed solely in respect of the lease of Flat 5. In these proceedings, the Respondents are the registered proprietors of the leasehold title to Flat 5, Stuart Charles Bond and Louise Ann Bond, who are represented by Mr Southam. Following the directions, Mr Soanes produced a statement of case.

11. Mr Southam asked the tribunal to strike out this case. The directions given on 9 May 2025 invited representations about this, including the following preliminary observations, and provided for the matter to be considered at the CMH:

> "*Since it appears an initial notice has been given (and the currency of the claim is continuing because entitlement has been confirmed by the Court), it appears no Court proceedings to forfeit the lease of any flat held by a participating tenant may be brought without the leave of the Court (paragraph 7 of Schedule 3 to the 1993 Act). The entire (or main) purpose of the jurisdiction under section 168(4) is to satisfy one of the preliminary steps which must be taken before any such forfeiture proceedings. If the landlord had not served a counter notice disputing entitlement to collective enfranchisement (wrongly, it seems), the leaseholders could have applied to the tribunal to determine the terms of acquisition in the usual way and the tribunal would now be in a position to do so.*

Again, the tribunal cannot advise and the parties cannot rely on anything in this letter; all parties may wish to take independent legal advice. I am writing at length only to explain why (subject to what the parties say in response) I am minded to stay this case for a reasonable period to allow time for any steps which need to be taken with the County Court to obtain any necessary further orders for a counter notice admitting entitlement or in default."

12. Mr Southam produced written submissions asking the tribunal to strike out the application on the basis that it has no reasonable prospect of success or is an abuse of process. He argued it served no legitimate purpose when forfeiture action could not be taken, was duplicative of other proceedings and was disproportionate. Alternatively, he asked that the application be stayed pending further steps in the County Court proceedings relating to collective enfranchisement.

13. Mr Soanes produced written submissions asking the tribunal to (in effect) make a summary determination of breaches of the "leases", apparently on the basis that the tenants' case had no reasonable prospect of success. If that was refused, he said, these proceedings should be "suspended" until the County Court had decided a claim to set aside the order made by DDJ Hunter dated 10 April 2025.

14. At the CMH, Mr Southam argued that the insurance terms and arrangements were causing no practical problems. Mr Soanes argued that the matter was binary, but focussed on what he said were defects in the terms of the lease(s), not breaches of the terms of the lease. He took me through a copy of what was described as an application (or draft application) to vary the terms of the lease(s) under the Landlord and Tenant Act 1987, alleging defects ranging from such matters as a lack of waiver of subrogation rights to problematic insurance provisions and a lack of comprehensive service charge machinery. Mr Soanes warned of risks and problems in the event of a claim where there are 18 different insurance policies. He had not applied for permission to appeal against the County Court order of 9/10 April 2025. He said that he had not yet applied, but intended to apply, to the County Court to set aside that order based on his allegations of fraud. He understood that the County Court has also now listed for 23 July 2025 the hearing of an application he had made on 28 January 2025 in the same proceedings to transfer those proceedings to his home court and stay them, or grant summary judgment based on his allegations of fraud.

15. I am not satisfied that I should attempt to determine this case summarily against either of the opposing parties, at least at this stage. In his statement of case, Mr Soanes alleges a wide range of breaches in relation to insurance and other provisions of the lease. The first alleged breach is that a tenancy agreement should have been provided in respect of a family member of the tenants, who is said to be living at No.5. The statement of case extends to 223 pages including appendices, and might need to be the subject of further directions to enable production of a more focussed document. In any event, the

tenants have not yet had the opportunity to answer it substantively, so it is difficult to say that whatever case they may have has no realistic prospect of success.

16. Mr Southam's arguments that these proceedings are an abuse, or pointless, may have considerable force if the collective enfranchisement is pursued with reasonable diligence to its conclusion. However, these proceedings began before the collective enfranchisement claim. If collective enfranchisement fails, or is not properly pursued, that will reopen the possibility of forfeiture and/or leave a continuing long-term relationship between the parties where a determination from the tribunal might provide sufficient clarity to justify these proceedings, although each party should be taking their own independent legal advice as appropriate. However, I agree that it would be disproportionate and potentially wasteful to insist on progress in these proceedings while the opposing parties are each pursuing further applications to the County Court in relation to the collective enfranchisement claim.

17. Accordingly, I agree that these proceedings should be stayed for a reasonable period, so that the tribunal can then decide in due course whether to strike them out or give directions for determination, whether summary or otherwise. Mr Soanes suggested a stay until 10 October 2025. Mr Southam expressed incredulity that the County Court proceedings could be concluded by then, particularly when Mr Soanes has not yet made his new application to set aside the County Court order of 9/10 April 2025, saying this must be likely to take until December 2025 at least. I consider that it is in accordance with the overriding objective to stay these proceedings for review from June 2026, but with provision for any party to apply after December 2025 to lift the stay if they can show good reason.

18. I am not satisfied that I should make any orders or give any directions other than those below. All parties may wish to take independent legal advice, generally and before making any allegation of fraud.

Conclusion

19. The case under section 24 of the 1993 Act for determination of terms of acquisition (CAM/00MF/OCE/2025/0004) is hereby struck out under Rule 9(2).

20. The other cases (CAM/00MF/OC9/2025/0002 and CAM/00MF/LBC/2024/0601) are stayed until 15 June 2026, when the parties should apply for a further stay or further directions. However, either party may apply to the tribunal at any time after 31 December 2025 to lift the stay.

21. Any such application must be made in a single communication (asking clearly at the top of the covering e-mail/letter that it be referred to a Judge). It must set out in no more than five pages good reasons for staying/continuing these proceedings and proposed directions for the

next stage in these proceedings, explaining the position in relation to the County Court proceedings (attaching a copy of any orders made in those proceedings) and identifying any relevant new application made to the tribunal.

Judge David Wyatt **13 June 2025**

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).