



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **LON/00AC/OLR/2025/0802**

**Property** : **35A Alexandra Road, Hendon  
London NW4 2SB**

**Applicant (Tenant)** : **Isabel Patricia Della**

**Representative** : **BBS Law Ltd**

**Respondent  
(Landlord)** : **Herzel George Ben-Dror**

**Representative** : **None**

**Type of Application** : **Leasehold Enfranchisement:  
Missing Landlord s50-51  
Leasehold Reform, Housing and  
Urban Development Act 1993**

**Tribunal Members** : **Mr D Jagger MRICS**

**Date of Decision** : **30 July 2025**

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**DECISION**

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## **Decisions of the Tribunal**

- (1) The Tribunal determines that the appropriate sum to be paid into Court for the freehold interest in **35A Alexandra Road, London NW4 2SB** ('the property'), pursuant to sections 50 and 51 of the Leasehold Reform, Housing and Urban Development Act 1993 ('the 1993 Act'), is **£38,850** (Thirty eight thousand eight hundred and fifty pounds)
1. This has been a paper decision which has been consented to by the applicants. The documents that were referred to are in a bundle which extends to 131 pages prepared by the applicant, plus the Tribunal's directions. The contents of which we have recorded. Therefore, the tribunal had before it an electronic/digital trial bundle of documents prepared by the applicant, in accordance with previous directions.

## **The application**

1. On the 21 February 2024, BBS Law Ltd, the solicitors for the applicant, issued a Part 8 Claim (L00BT227) in Barnet Civil and Family Court Centre seeking a vesting order under section 50(1) of the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act'). This was issued on the 22 February 2024. This is therefore the date of valuation and we shall return to this matter later in this decision.
2. On 11 January District Judge Dias made an order in the following terms:
3. *1. The Claimant shall publish an advertisement by 17 January 2025 in the London Gazette, one local newspaper, and one national newspaper in the United Kingdom substantially in the form set out in the Schedule to this Order stating that she wishes to serve the defendant with a notice under section 42 of the 1993 Act. 2. Paragraphs 3 and 4 below shall have effect if, and only if; the Defendant fails to respond to the advertisement aforesaid within 72 days of publication. 3. The Court shall make a vesting order under section 50(1) of the 1993 Act, 4. The First-Tier Property Tribunal shall determine the premium payable by the Claimant for a lease extension of ninety-nine years in respect of the property under the 1993 Act. 5. Upon the Claimant lodging documents with the Court evidencing that the premium aforesaid has been paid, District Judge shall execute a lease extension of ninety nine years in respect of the property. 6. The Claimant shall have liberty to apply for further directions.*
4. Following various investigations, the applicants' representatives were unable to locate Herzel George Ben-Dror.

5. In accordance with the vesting order the application was submitted to the First-tier Tribunal, Property Chamber and directions were issued on 3 June 2025. These provided that the case would proceed to a paper determination. The applicants have not objected to this or requested an oral hearing.
6. The paper determination took place on 30 July 2025.
7. In accordance with the directions, the applicants' solicitors supplied the Tribunal with a well prepared and helpful bundle that contained copies of relevant documents from the County Court proceedings, various title documents, the existing and proposed lease and an Expert Witness valuation report prepared by Mr Andrew Cohen MRICS of Talbots Surveyors and Valuers dated 24 June 2025.
8. The relevant legal provisions are set out in the appendix to this decision.

### **The background**

9. The leasehold interest in the flat is now registered in name of the applicant by virtue of a transfer for the ground floor flat under Title No NGL655510. The freehold of the building has been registered in the name of the respondent under title number MX135361.
10. The property is a ground floor converted flat which forms part of a Victorian end of terrace property located in an established residential area converted to form two self-contained flats approached via a communal hallway. The flat has 2 bedrooms, living room, kitchen and bathroom. The front and rear garden are included in the demise. It is assumed the flat has not been subject to any significant internal alterations.

### **The issues**

12. The Tribunal is required to determine the premium to be paid for the extended lease in accordance with the 1993 Act and the appropriate sum to be paid into Court pursuant to section 27(1)-(7) of the Act.
13. The Tribunal is required to consider the proposed terms of the lease.
14. The Tribunal did not consider that an inspection of the flat was necessary under current circumstances, nor would it have been proportionate to the issues in dispute.

15. Having studied the various documents in the applicant's bundle, the Tribunal has made the determination set out below.

**The sum to be paid into court**

16. We determine that the premium payable under the 1993 Act is **£38,850** (Thirty eight thousand eight hundred and fifty pounds) and this is the appropriate sum to be paid into Court under section 27(1). Our reasons are set out as follows.
17. In his report, Mr Cohen valued the premium at £38,850. This was based on Freehold value of £318,150 (Long lease value £315,000), a capitalisation rate of 7%, and a deferment rate of 5%. Mr Cohen used the 23 February 2024 as the valuation date. However, the precise date of the Claim form is the 22 February 2024. In view of the fact there is only one day differential this Tribunal accepts the figures in the report.
18. At that date, the lease had an unexpired term of 64.63 years
19. Having carefully scrutinized the valuation report, including the comparable evidence, the Tribunal agrees the capitalisation rate of 7% which takes into account the modest ground rent with 33-year review machinery.
20. The Tribunal also agrees with the deferment rate of 5% which is based upon the Sportelli ruling.
21. The Tribunal considered the 5 comparables provided in the report. Each of the properties were two-bedroom flats and Mr Cohen correctly made adjustments for floor area, market movement and share of freehold. From these adjusted values, an average was taken which crystalized a long lease value of £315,000.
22. The report contained agents details of the comparable evidence, a street map and house price index to allow for time compared to the valuation date. The Tribunal commends Mr. Cohen on his report which provides a clear methodology in the calculation of the valuation components. The Tribunal agrees with the freehold value of £318,150 entered in the expert's valuation.
23. In view of the fact, the lease has an unexpired term less than 80 years marriage value is deemed to exist. In his report Mr Cohen correctly calculates the relativity figure. Following the case "Deritend Investments (Birkdale) Limited v Ms Kornelia Treskonva the current approach to calculate the issue of relativity is to use the average of the Savills and Gerald Eve 2016 unenfranchiseable graphs. This provides a figure of 81.38%.

There was no evidence of any ground rent or service charge arrears for the flat. In the absence of such evidence, the Tribunal determines that no additional sums are payable under the 1993 Act. It follows that the appropriate sum to be paid into Court is **£38,850** in accordance with the valuation calculations included in Mr. Cohen's report.

### **Terms of the Transfer**

24. We have considered the new draft lease for property We are satisfied that the terms should be approved as drafted.

**Name:** Duncan Jagger MRICS      **Date:** 30 July 2025

### **RIGHTS OF APPEAL**

1. 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.
2. 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.
3. 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.
4. 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.

## **Appendix of relevant legislation**

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### **Leasehold Reform, Housing and Urban Development Act 1993 (as amended)**

#### **Section 50 (1)-(3)**

- (1) Where –  
(a) a qualifying tenant of a flat desires to make a claim to exercise the right to acquire a new lease of his flat, but  
(b) the landlord cannot be found or his identity cannot be ascertained  
the court may, on the application of the tenant, make a vesting order under this subsection.
- (2) Where –  
(a) a qualifying tenant of a flat desires to make such a claim as is mentioned in subsection (1), and  
(b) paragraph (b) of that subsection does not apply, but  
(c) a copy of a notice of that claim cannot be given in accordance with Part 1 of Schedule II to any person to whom it would otherwise be required to be so given because that person cannot be found or his identity cannot be ascertained,  
the court may on an application of the tenant, make an order dispensing with the need to give a copy of such a notice that that person.

(3) The court shall not make an order on any application under subsection (1) or (2) unless it is satisfied –

(a) that on the date of the making of the application the tenant had the right to acquire a new lease of his flat; and

(b) that on that date he would not have been precluded by any provision of this Chapter from giving a valid notice under section 42 with respect to his flat.

#### **Section 51**

(1) A vesting order under section 50(1) is an order providing for the surrender of the tenant's lease of his flat and for the granting to him of a new lease of it on such terms as may be determined by the appropriate tribunal to be appropriate with a view to the lease being granted to him in like manner (so far as the circumstances permit) as if he had, as the date of his application, given notice under section 42 of his claim to exercise the right to acquire a new lease of his flat.

- (2) If the appropriate tribunal so determines in the case of a vesting order under section 50(1), the order shall have effect in relation to property which is less extensive than that specified in the application on which the order was

made.

- (3) Where any lease is to be granted to a tenant by virtue of a vesting order under section 50(1), then on his paying into court the appropriate sum there shall be executed by such person as the court may designate a lease which –  
(a) is in a form approved by the appropriate tribunal, and (b) contains such provisions as may be so approved for the purpose of giving effect so far as possible to section 56(1) and section 57 (as that section applies, in accordance with subsections (7) and (8) below;  
and that lease shall be effective to vest in the person to whom it is granted the property expressed to be demised by it, subject to and in accordance with the terms of the lease.
- (4) In connection with the determination by the appropriate tribunal of any question as to which the property to be demised by any such lease, or as to the rights with or subject to which it is to be demised, it shall be assumed (unless the contrary is shown) that the landlord has no interest in property other than the property to be demised and, for the purpose of excepting them from the lease, any minerals underlying that property.
- (5) The appropriate sum to be paid into court in accordance with subsection (3) is the aggregate of –
  - (a) such amount as may be determined by the appropriate tribunal to be the premium which is payable under Schedule 13 in respect of the grant of the new lease;
  - (b) such other amount or amounts (if any) as may be determined by such a tribunal to be payable by virtue of that Schedule in connection with the grant of that lease; and
  - (c) any amounts or estimated amounts determined by such a tribunal as being, as the time of execution of that lease, due to the landlord from the tenant (whether due under or in respect of the tenant's lease of his flat or under or in respect of any agreement collateral thereto).
- (6) Where any lease is granted to a person in accordance with this section, the payment into court or the appropriate sum shall be taken to have satisfied any claims against the tenant, his personal representatives or assigns in respect of the premium and any other amounts payable as mentioned in subsection (5)(a) and (b).
- (7) Subject to subsection (8), the following provisions, namely – (a) sections 57 to 59, and  
(b) section 61 and Schedule 14,

shall, so far as capable of applying to a lease granted in accordance with this section, apply to such lease as they apply to a lease granted under section 56, and subsections (6) and (7) of that section shall apply in relation to a lease granted in accordance with this section as they apply in relation to a lease granted under that section.

(8) In its application to a lease granted in accordance with this section

- (a) section 57 shall have effect as if –
  - (i) any reference to the relevant date were a reference to the date of the application under section 50(1) in pursuance of which the vesting order under that provision was made, and
  - (ii) in subsection (5) the reference to section 56(3)(a) were a reference to subsection (5)(c) above; and
- (b) section 58 shall have effect as if –
  - (i) in subsection (3) the second reference to the landlord were a reference to the person designated under subsection (3) above, and
  - (ii) subsections (6)(a) and (7) were omitted.