FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/OLR/2025/0820**
Property	**:**	**First Floor Flat, 60 Stanmore Road, Tottenham, London N15 3PS**
Applicant (Tenant)	**:**	**Amiga Limited**
Representative	**:**	**Boulter and Co LLP**
Respondent (Missing Landlord)	**:**	**Noel Clarke**
Representative	**:**	**None**
Type of Application	**:**	**Leasehold Enfranchisement: Missing Landlord s50-51 Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal Members		**Judge J Pittaway** **Mr. D Jagger MRICS**
Date of Decision	**:**	**13 August 2025**

DECISION

<u>Decisions of the Tribunal</u>

(1) The Tribunal determines that the appropriate sum to be paid into Court for the grant of a new lease of **First Floor Flat, 60 Stanmore Road, Tottenham, London N15 3PS** ('the property), pursuant to sections 50 and 51 of the Leasehold Reform, Housing and Urban Development Act 1993 ('the 1993 Act'), is **£44,000** (Forty-four thousand pounds)

(2) 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 105 pages prepared by the applicants, 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 applicants, in accordance with previous directions.

<u>The application</u>

1. On the 17 July 2024, Boulter & Co LLP the solicitors for the applicant, issued a Part 8 Claim (L0IED966) in Edmonton County Court seeking a vesting order under section 50(1) of the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act').This was amended on the 23 July 2024 and therefore this is the date of valuation and we shall return to this matter later in this decision.

2. On 13 March 2025 District Judge Cohen made an order in the following terms:

1 The Claimant's application to amend the Claim Form and Details of Claim in the form attached to the application notice dated 16 September 2024 is granted. Re-filing and re-service of the amended pleadings is dispensed with.

2. The Claimant's obligation to serve this claim, a copy of its application notice dated 16 September 2024 and a copy of this order on the Defendant be dispensed with.

3. The Claimant is entitled to a vesting order under Section 50(1) of LRHUDA, on such terms as may be determined by the First-tier Tribunal Property Chamber (Residential Property) ("the Tribunal") to be appropriate with a view to the new lease being granted to it in like manner (so far as the circumstances permit) as if it had, at the date of issue of the claim, given notice under Section 42 of LRHUDA to the Defendant.

4. The question of valuation and the other terms of the Claimant's acquisition of a new lease of the Flat be transferred to and determined by the Tribunal.

5. The Claimant's claim for a vesting order be adjourned until such time as Paragraph 4 above has been fulfilled. Upon its having been fulfilled, the Claimant shall write to the Court to request that the claim be listed for a hearing on the first available date thereafter with a time estimate of 30 minutes.

6. By virtue of Section 51 of LRHUDA and this Order there shall be executed by a Partner of Boulter & Co Solicitors a conveyance which is in a form approved by the Tribunal and in accordance with Sections 51, 56 and 57 of LRHUDA, and that conveyance shall be effective to grant the Claimant a new lease of the Flat, subject to and in accordance with the terms of the conveyance, upon the payment into Court of an amount calculated as follows:

6.1. The appropriate sum, within the meaning of Sections 51(3) and (5) of LRHUDA, determined by the Tribunal; less

6.2. The Claimant's costs of and incidental to acquiring a new lease under LRHUDA, including the costs of this claim and of the Tribunal, to be assessed at the hearing referred to at Paragraph 5 above.

7. Save as set out in Paragraph 6.2 above, costs be reserved.

3. Following various investigations, the applicants' representatives were unable to locate Noel Clarke.

4. In accordance with the vesting order the application was submitted to the First-tier Tribunal, Property Chamber and directions were issued on 19 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.

5. The paper determination took place on 13 August 2025.

6. 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 lease, the proposed new lease, and an Expert Witness valuation report prepared by Mr. Jason Mellor MRICS of Maunders Taylor Chartered Surveyors dated 31 July 2025.

7. The relevant legal provisions are set out in the appendix to this decision.

The background

8. The leasehold interest in the flat is now registered in name of the applicant by virtue of a transfer for the first floor flat under Title No EGL250957. The freehold of the building has been registered in the name of the respondent under title number NGL352214.

9. The property is a first floor converted flat which forms part of a Victorian mid 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 loft space is included in the demise. It is assumed the flat has not been subject to any significant internal alterations.

The issues

10. 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.

11. The Tribunal is required to consider the proposed terms of the lease.

12. 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.

13. 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

14. We determine that the premium payable under the 1993 Act is **£44,000** (Forty-four thousand pounds) and this is the appropriate sum to be paid into Court under section 27(1). Our reasons are set out as follows.

15. In his report, Mr Mellor valued the premium at £44,000. This was based on Freehold value of £380,000 (Long lease value £376,200), a capitalisation rate of 8%, and a deferment rate of 5%. Mr Mellor used the 23 July 2024 as the valuation date.

16. At that date, the lease had an unexpired term of 63.67 years

17. Having carefully scrutinized the valuation report, including the comparable evidence, the Tribunal agrees the capitalisation rate of 8% which takes into account the modest ground rent with 33-year review machinery.

18. The Tribunal also agrees with the deferment rate of 5% which is based upon the Sportelli ruling.

19. The Tribunal considered the 5 comparables provided in the report. Each of the properties were two-bedroom converted flats, and the key comparable evidence was 60a Stanmore Road, a ground floor flat located in the same building which sold for £415,500 in July 2023, some 12 months before the valuation date of the subject property. Mr Mellor has not made any adjustments for floor area, market movement and location. From the comparable evidence provided he crystalized a freehold value of £380,000.

20. The report does not contain agents details of the comparable evidence, or a house price index to allow for time compared to the valuation date.

21. It would good practice on behalf of the Valuer to prepare a schedule which makes valuation adjustments in order to provide a precise methodology. Such adjustments would take into account floor area, location, internal specification, onsite parking, private garden and indexation for time lapse in comparison with the valuation date. No such schedule was provided by Mr Mellor. The Tribunal finds it difficult to understand how Mr Mellor calculated the final valuation figure. Once again, there was no clear methodology or conclusion set out. However, despite these misgivings, based upon the comparable evidence the Tribunal reluctantly agrees with the freehold valuation of £380,000 entered in the expert's report.

22. 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 Mellor 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 80.75%.

23. 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 **£44,000** in accordance with the valuation calculations included in Mr. Mellor'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: Judge J Pittaway **Date:** 13 August 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.

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- (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,

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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.