FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**CAM/22UF/OLR/2025/0015**
Property	**:**	**16 Azalea Court** **Springfield** **Chelmsford CM1 6YL**
Applicants	**:**	**1. Shirley Anne Tayler** **2. Paul Andrew Tayler**
Representative	**:**	**Stephanie Smith, B A Chappell & Co Solicitors**
Respondent	**:**	**Allan William Dampier**
Type of application	**:**	**Section 48(1) of the Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal members	**:**	**Judge David Wyatt**
Date of decision	**:**	**21 August 2025**

DECISION

Decision

The terms of acquisition (the terms on which the Applicants may acquire a new lease of their flat) are those set out in the draft new lease at pages numbered 62-72 of the bundle, including the lease term of 189 years from 25 December 1977 and the premium of £32,807, save that the words "*and the Lessor has agreed to do so*" may be omitted from recital (G).

Note

This decision disposes of the tribunal proceedings. The tribunal cannot enforce entry into the new lease or advise. The parties may wish to refer to the comments in paragraphs 11-12 below.

Reasons

1. This decision follows an application under section 48(1) of the Leasehold Reform, Housing and Urban Development Act 1993 (the "**Act**") for a determination of the terms on which the Applicants may acquire a new lease of their flat.

Background

2. The Respondent's freehold title to 1-33 Azalea Court is registered under title number EX239277. The Applicants' lease of 16 Azalea Court is registered under title number EX212282. It is dated 16 October 1978 and was made between (1) Doncroft Limited; (2) Vernanan Flat Management Company Limited and (3) Timothy Mark Pharo and Gillian May Drew for a term of 99 years from 25 December 1977.

3. By a claim notice dated 17 June 2024 under section 42 of the Act, the Applicants sought a new lease for a term of 189 years from 25 December 1977 at a peppercorn rent for a premium of £20,000. By a counter notice dated 25 July 2024 and signed by the solicitors then acting for him, the Respondent admitted the claim, counter-proposed a premium of £32,807 and accepted the other basic proposed terms. At the same time, the Respondent's solicitors gave notice requiring payment of a deposit of £2,000. The Applicants say this was paid.

4. On 15 January 2025, the Applicants made their application to the tribunal. This said that the Respondent had instructed solicitors and those solicitors had prepared a draft lease containing the price specified in the counter-notice, which had been agreed by the Applicants, but the Respondent had then withdrawn instructions from his solicitors and his surveyors and not responded to correspondence. They explained that enquiry agents had visited the correspondence address for the Respondent and had confirmed he was living there but had refused to engage with them.

5. On 29 May 2025, the tribunal gave case management directions, requiring the Respondent to produce title documents and any draft new lease not already provided and providing for the Applicants to respond, with permission for expert valuation evidence to be produced by 26 June 2025. The parties were directed to provide all other documents on which they wished to rely by 17 July 2025. The directions provided that the matter would on or after 21 August 2025 be decided on the papers, without a hearing, unless a hearing was requested. There was no request for a hearing.

6. On 30 July 2025, the Applicants produced the bundle required by the directions. On 7 August 2025, this was referred to me. It appeared from the bundle that the Respondent had failed entirely to participate in the proceedings or otherwise respond. Vernanan Flat Management Company Limited had signed the draft lease produced by the Respondent's erstwhile solicitors and agreed by the Applicants. The

only valuation evidence was a report from the Applicants' valuer suggesting a premium in the region of £31,000.

7. To ensure there was no misunderstanding, I gave further directions on 8 August 2025. These referred to the matters noted above. I proposed to determine that the premium and other terms of acquisition are those set out in the draft new lease prepared by the Respondent's erstwhile solicitors which appears at pages numbered 62-72 of the bundle (making any minor variations as might appear appropriate, such as deleting the words "*and the Lessor has agreed to do so*" from recital (G)). My directions provided that if any party had any objection they must make a formal case management application by 15 August 2025, and after that date the tribunal could proceed to determine the matter on paper, without further warning and without a hearing.

8. I understand there was still no response from the Respondent. On 13 August 2025, the Applicants confirmed they were asking the tribunal to make the determination set out above and the only amendment needed was that proposed above.

9. The Applicants have agreed the premium and other new lease terms originally proposed by the Respondent through his solicitors (in the counter notice and then in their draft lease). The premium is a little higher than that indicated by the only valuation evidence produced. The Respondent has been given ample opportunity to make any other proposals or otherwise participate, but has not done so. Nor has he requested more time. It would not be in accordance with the overriding objective to wait any longer before determining this case as proposed in the directions noted above.

10. Accordingly, I determine that the terms of acquisition (the terms on which the Applicants may acquire a new lease of their flat) are those set out in the draft new lease at pages numbered 62-72 of the bundle, including the term of 189 years from 25 December 1977 and the premium of £32,807, save that the words "*and the Lessor has agreed to do so*" may be omitted from recital (G).

Comments

11. Under the current law, no application can be made to the tribunal for an order requiring the Respondent to enter into the new lease or authorising anyone to sign that lease on behalf of the Respondent, as seems to have been requested earlier. Any such application would need to be made to the County Court, not the tribunal.

12. The tribunal cannot advise, but refers the parties to section 48(3), (5) and (6) of the Act. The parties may wish to take legal advice and ensure that the new lease is now entered into promptly, since it appears any party seeking to enforce entry into the new lease would have little time in which to prepare and issue proceedings in the County Court.

Judge David Wyatt **21 August 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.