



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

Case reference : **LON/ooAJ/OLR/2025/0725**

Property : **145a Lynton Road, London W3 9HN**

Applicant : **Daniel Roger Guest**

Representative : **Daniel Bromilow, counsel**

Respondents : **(1) Abdol Khalegh Al Sharifi (freeholder)
(2) Jabbar Kishmir Khan (absent freeholder)
(3) Lurahurst Limited (intermediate landlord)**

Representative : **N/A**

Type of application : **Lease extension – Leasehold Reform Housing and Urban Development Act 1993.**

Tribunal members : **Judge Tagliavini
Mr Ian Holdsworth MSc BSc FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **20 October 2025**
Date of decision : **25 November 2025**

DECISION

The tribunal's decisions

- (1.) The tribunal joins the intermediate landlord Lurahurst Limited as the third respondent pursuant to r.10 of the Tribunal Property (First-tier Tribunal) (Property Chamber) Rules 2013.
- (2.) The tribunal determines the premium payable for the grant of a new lease is;
 - (i) £8,000 is payable by the applicant to the freeholders (first and second respondents).
 - (ii) £1,200 is payable by the applicant to the third respondent (the intermediate landlord).
- (3.) The tribunal approves the terms of the draft lease submitted by the applicant, subject to the amounts for the payable premium(s) being amended to accord with tribunal's decision at paragraph (2) above.
- (4.) The tribunal remits the matter back to the county court for any decision on costs.

The application

1. This is an application made pursuant to the Leasehold Reform, Housing & Urban Development Act 1993 (as amended by the Commonhold and Leasehold Reform Act 2002) seeking the grant of a new lease. The application was issued in the county court and subsequently transferred from the county court sitting at Bromley for a determination of the premium payable for an extension of the lease at the subject property known as **145a Lynton Road, London W3 9HN** ('the property').

The background

2. The applicant is the leaseholder of the flat 145a Lynton Road, London W3 9HN. The property is a one bedroom ground floor garden flat located within a two storey semi-detached house circa 1910 converted into four flats. The ground floor units have benefit of a section of rear garden.

3. In his skeleton argument, Mr Bromilow set out the following uncontested facts:*

** Page numbers referred to are pages in the digital bundle submitted by the applicant.*

The Applicant is the leasehold owner of a flat at 145a Lynton Road, London W3 9HN ('the Property'). The Applicant's lease ('the Lease') was granted on 16th April 1980 for a term of 125 less 3 days from 1 January 1979. A copy of the lease is at page 87. The leasehold interest created by the lease of the Property is registered at HM Land Registry with title number NGL373914 (page 84).

The Lease is a sublease granted by Lurahurst Limited ('Lurahurst'), a tenant owned management company. Lurahurst owns a lease granted by the Respondents on 1 February 1980 for a term of 125 years from 1 January 1979 which is registered at HM Land Registry under title number NGL368807 (page 108). Lurahurst therefore has an interest in possession expectant upon the Lease of only 3 days. Lurahurst is aware of these proceedings and has stated that it does not wish to participate in these proceedings and consents to any decision reached by this Tribunal or by the court (page 132).

The freehold title to the building in which the Property is located is registered at HM Land Registry under title number MX438079 (page 119) and is registered in the names of the Respondents.

The Applicant sought to serve a section 42 notice on the Respondents and on Lurahurst dated 11 December 2023 (page 2). However, while it was possible to trace the First Respondent, so that he could be served with the section 42 notice, it was not possible for the Applicant to trace the Second Respondent despite having instructed an enquiry agent to find him and despite a notice having been put in the London Gazette (page 37). The steps taken on behalf of the Applicant to trace the Second Respondent by the enquiry agent, Richard Franks, are set out in his witness statement (page 45). It has been suggested that the Second Respondent has died, although it has not been possible to confirm whether or not this is the case.

Since the First and Second Respondents are collectively the competent landlord for the purposes of the Leasehold Reform Housing and Urban Development Act 1993 ('the 1993 Act'), and since only one of them could be traced, it has not been possible for the Applicant to find the competent landlord. Accordingly, a claim was issued by the Applicant in the County Court at

Bromley pursuant to the missing landlord provisions of section 50 of the 1993 Act

4. District Judge Watson sitting in the County Court at Bromley on 24 January 2025 made an Order which stated:

1. *Pursuant to section 51 of the Leasehold Reform Housing and Development Act 1993, transfer to First Tier Tribunal.*

2. *Costs reserved.*

5. Amended Directions were given by the tribunal on 29 July 2025 and a direction was made that the Intermediate Landlord Lurahurst Limited (who was not joined to the County Court Claim) be notified of this application. The tribunal's Amended Directions stated:

The terms of the new lease/transfer must be approved by the County Court in the absence of the second respondent (executor) and the intermediate landlord from the County Court claim. The tribunal will determine only the premium payable for the grant of a new lease and refer the matter back to the County Court for all/any further Orders.

6. However, for completeness and in order to avoid any potential complexities on the matter being remitted to the County Court, the tribunal considers it appropriate to join Lurahurst Limited as a third respondent pursuant to r.10 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

7. Further, On hearing submissions from Mr Bromilow at the hearing, as to the tribunal's sole jurisdiction to determine the terms of the new lease and in the absence of any objection by the first respondent, the tribunal exercises its powers pursuant to r.6 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and amends this direction as indicated in red below.

*The terms of the new lease/transfer must be approved by the County Court in the absence of the second respondent (executor) and the intermediate landlord from the County Court claim. The tribunal will determine only the premium payable for the grant of a new lease and **the terms of the new lease and then** refer the matter back to the County Court for all/any further Orders.*

The hearing

8. At the video hearing, the tribunal was provided with a digital bundle comprising 143 pages by the applicant, who was represented by Mr Bromilow of counsel. The first respondent joined the video hearing at 10.29 a.m. due to having earlier experienced connection difficulties. None of the respondents had provided any alternative valuation or written submissions. Mr Al-Sharif confirmed to the tribunal he did not oppose the valuation of the premium payable put forward by the applicant's valuer, Mr Ryan Bridges BSc (Hons) MTPI, AssocRICS and RICS registered valuer or oppose the terms of the draft lease put forward by the applicant.
9. The second respondent did not appear and was not represented and the tribunal was satisfied, that despite the applicant's best efforts the second respondent could not be found. The tribunal was also satisfied Lurahurst Limited had been notified of the application and of the hearing date. The third respondent subsequently notified the parties and the tribunal by letter dated 15 October 2025, that it did not intend to appear at the hearing or make any submissions in view of the fact it had a reversion of only 3 days which was of limited value.

The tribunal's reasons

10. The tribunal read and heard the expert valuation evidence of Mr Bridges, who spoke to his report and answered the tribunal's questions about his methodology and the comparables used in his valuation. The tribunal also had regard to the agreement by the first respondent to Mr Bridges' valuation and the terms of the draft lease (subject to the insertion of the correct premium payable), the tribunal was satisfied the approach to the valuation was reasonable and in accordance with the relevant legislation. Therefore, the tribunal accepts and adopts Mr Bridges' valuation report and valuation (attached to this decision). Therefore, the tribunal confirms the premium payable by the applicant is:
 - (i) £8,000 to the freeholders (first and second respondents).
 - (ii) £1,200 is payable to the third respondent (the intermediate landlord).
11. Further to the amendment to the directions above, the tribunal confirms the uncontested terms of the draft lease, subject to any required amendment to reflect the correct premium payable to the freeholders and to the intermediate landlord as set out in paragraph 10 above.

Name: Judge Tagliavini

Date: 25 November 2025

Valuation attached

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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).

145a Lynton Road, London W3 9HN

11.0 CALCULATION OF THE VALUATION

Lease Extension - Valuation for Assessment of Premium				
Preliminary Valuation workings - DOV			11/12/2023	
Lease	125 years from	01/01/1979		
Annual Rent	£70.00 from £105.00 from	08/08/2023 until 03/01/2059 until	02/01/2059 01/01/2104	
		Expiry date	01/01/2104	
The flat values are	£400,000 subject to the existing lease (unimproved) £400,000 Long leasehold £404,000 Freehold			
Relativity	100.00%			
Capitalisation Rate	6.5%			
Deferment Rate	5.0%			
LEASE EXTENSION				
1. Diminution in value of Landlord's interest.				
08/08/2023 Ground Rent	YP for PV £1 in	35.40 years @ years @	6.5% 6.5%	£70.00 p.a. <u>14,621.9</u> <u>1.0000</u> £1,023.54
03/01/2059 Ground Rent	YP for PV £1 in	44.99 years @ 35.40 years @	6.5% 6.5%	£105.00 p.a. <u>15,420.9</u> <u>0.1076</u> £174.20
2. Loss on Reversion				
01/01/2104 Reversion to PV £1 in	80.05 years @	5.0%	£400,000 <u>0.0201</u> £8,099.26	
Reversion to PV £1 in	170.05 years @	5.0%	£400,000 <u>0.0002</u> <u>£99.71</u> £7,999.55	
		Diminution in value, say	£9,197	
		Apportioned Freeholder Intermediate Landlord	£7,997 £1,198	
		SAY Freeholder Intermediate Landlord	£ 8,000.00 £ 1,200.00	