



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

Case reference : **CAM/26UD/OAF/2025/0003**

Property : **Land & Buildings lying East of
Lanterns Lane Aston, Aston,
Stevenage, Herts, SG2 7HPD**

Applicants : **Andrew Barker, Janet Barker,
Robert Barker, Trustees of the
Estate of Derek Norman Barker
(Deceased) (Leaseholder)**

Representative : **HRJ Foreman Laws (Solicitors)**

Respondent : **Persons Unknown (Freeholder)**

Representative : **None**

Type of application : **To determine the premium payable
under S.9 as compensation to the
landlord, arising from an
application to enfranchise the
freehold made under S.27
Leasehold Reform Act 1967 (“the
Act”)**

Tribunal : **Mr N. Martindale BSc MSc FRICS**

Venue : **HMCTS, Cambridge County Court,
197 East St. Cambridge C1 1BA**

Date of decision : **19 December 2025**

DECISION

Decision

The premium to be paid by the applicant for the freehold interest in the Property is **£23,230 (Twenty three thousand two hundred and thirty pounds)**.

Introduction

1. This concerns an application made under Section 27 of the Leasehold Reform Act 1967 (“the Act”) for a transfer of the freehold of the Property. This determination is of the premium to be paid by the applicant leaseholder (the Estate) to the freeholder of the Property. The relevant legal provisions are set out in the Appendix to this decision. The Tribunal determines the premium payable but, all remaining elements are remitted back to the Court.
2. The applicant, is the Estate of the deceased, the Trustees of the long leaseholder of the Property. The Property is a small part of a much larger land holding. It is let under the terms of a lease which began on 20 October 1564. The lease was for 500 years. It will end on 19 October 2064.
3. The original 1564 lease is acknowledged by all to be lost and the rent due under the applicant’s current lease of its Property here is £0.19 per annum. It has not been demanded since the leaseholder took an assignment of their interest in the Property. Leasehold title to the Property is registered at HM Land Registry under HD208296. There is no known registered or unregistered freehold proprietor of the Property and so no respondent.
4. By order made of Deputy District Judge Abrahams, issued 14 July 2023 in the County Court at Luton confirmed that on the court being satisfied that the respondent could not be found, the respondent’s interest in the subject Property was vested in the applicant in accordance with section 27 of the Act.
5. By order made of Deputy District Judge Abrahams, issued 12 June 2024, the Court referred the sole issue of the price payable for the freehold here, to the Property Tribunal. Although on receipt of the Court’s referral the Tribunal would have issued standard Directions to the applicant and normally requires a copy of these to be included in the bundle; they were not attached. .
6. In the bundle the applicant now submitted a Valuation Report on the premium for the freehold interest in the Property. The Tribunal now determines the premium payable at the antecedent valuation date, the

date of the original filing at Court being 27 July 2020. However it remits determination of the remainder of the application and transfer back to the County Court for it to consider and determine: 1.. The final form of transfer TR1; 2. The payment of the premium; 3. The deduction, if any, of the applicant's costs in this application, from that total premium sum.

Statutory basis of valuation

7. Section 9 to the Act provides that the price to be paid by the purchaser for of the freehold interest shall be the aggregate of the value of the freeholder's interest and compensation for any other loss. No payment is made for the freeholder's share of any marriage value arising where the enfranchisement arose from one of the exceptions set out under S.1A of the Act. It is taken that the transfer qualifies as an enfranchisement made under Section 9(1A) of the Act because the rateable value of the Property as at 31 March 1990 was not more than £500 in the 1973 Valuation List. Therefore the provisions of Section 9A which take account of compensation by the tenant for the landlord's loss of marriage value, do not apply to this transfer. The Valuation Report deals, below, with this issue there being no direct record of the rateable value (or annual rental value, under certain assumptions) of the Property, in the relevant Valuation List, at the relevant date.
8. The value of the freehold interest is the amount which, at the valuation date, that interest might be expected to realise if sold in the open market subject to the tenancy by a willing seller (with the nominee purchaser, or a tenant of premises within the specified premises or an owner of an interest in the premises, not buying or seeking to buy) on the assumption that the tenant has no rights under the Act either to acquire the freehold interest or to acquire a new lease.

Applicants' Case

9. The applicant provided a valuation report (undated), by Nathan Ivor Hall Chartered Surveyor and Registered Valuer of Kempston Carr Croft Chartered Surveyors (the "Valuation Report"). The report contains a formal Statement of Truth confirming that in so far as the facts stated in the report are within his own knowledge, that he believes them to be true and includes a statement of compliance confirming that they understand their duty to this Tribunal.
10. Having considered the contents of the Valuation Report and the opinions expressed in that report the Tribunal is satisfied that the method adopted is appropriate to determine the enfranchisement price for the Property. The Tribunal accepts the description of the Property and its location as stated in the Valuation Report. The antecedent valuation date is 27 July 2020, the date of filing at Court, of the claim.

11. Photographs of the exterior and interior of the Property were included in the Valuation Report. The Tribunal did not consider it necessary or proportionate to carry out an inspection of the Property.

Valuation

12. According to the Valuation Report, the Property is an open area of land in a rural location, with a single level, prefabricated dwelling of timber and steel sheet wall siding and roof constructions, dating from the 1960's. The rest of the holding nearby is a further plot of land with a commercial building located on it. There is no mention of any agricultural planning tie restriction. The existing house is not a mobile home. It has been constructed for about 30 years. The house and paddock are sub let to an occupier of the whole.
13. Accessed from a shared driveway off the public road at Lantern Lane, the detached dwelling accommodation comprises; ground floor living room/ kitchen, bathroom WC and three bedrooms. There are gardens front and rear. The built accommodation is said to extend to some 71.60m² GIA; so its a small detached house or bungalow. There is said to be mains water feed, but water drainage is assumed to be local. It has bottled gas fed cooking and central heating. Although mains electricity supply is not mentioned, it is assumed to be present. The building is habitable but basic and dated. There is a garden and parking area in total of 0.442 acres, 0.179 ha.
14. Outside of the dwelling (but still within the demise of the domestic sub-letting) there is a significant undeveloped paddock adjacent. This includes a very large shed used for domestic housing of greyhounds of 4,387ft² or 407.53m², and in total an area of 0.994 acres, 0.402 ha.
15. The Valuer now considers the house plot and garden to be capable of redevelopment on a footprint of the current size of building, plus a 15% enlargement under the General Permitted Development Order, subject to planning consent. There are very few other dwellings in the vicinity and it is assumed that development to a two storey dwelling on the same footprint (even with the 15% volume uplift) would not be possible.
16. Tenant's improvements are not a factor for a deduction under this route to enfranchisement.
17. At valuation date 27 July 2020 and the unexpired residue of the 500 year lease from 20 October 1564, is reported as 44.23 years.
18. As mentioned above, dealing with the matter of the correct Rateable Value of the Property at 31 March 1990 as taken to be below £500 and therefore subject to the process excluding marriage value under The

Act, the Report cites two other decisions where this was a particular consideration.

19. 1: *“In the decision relating to 43&45 Benington Road, Aston (ref - CAM/26UD/OAF/2019/0001), the claim dealt with a large Grade II Listed house, dating from the 16th Century. The property was held on a 500 year lease from October 1564, also granted by Sir John Boteler. It is reasonable to assume the lease would have been similar to the subject property. This property had a Rateable Value of less than £500...”*
20. And secondly 2: *“...on 13 Stringers Lane, Aston (Ref - CAM/26UD/OAF/2019/0004) the lease was also on similar terms, being 500 years from October 1563. The property appears to be a 3/4 bedroom semi-detached house with rear garden. It was valued at £380,000 within the case. The Rateable Value was less than £500 as at 31st March 1990.”*
21. On this evidence the Valuer concludes that the correct basis of valuation here, excludes marriage value, under S.9(1).
22. The Valuer’s assessment of the market value of the holding is based on evidence of completed sales of the freeholds for (the house and garden) of 1. other dwellings and for the (paddock and shed) of 2. other open land without redevelopment potential.
23. The Valuer summarises the: *“Strengths Large plot of 0.442 acres with garden and drive. Additional 0.994 acres paddock. Additional 4,387 sq ft outbuilding Weaknesses The building thereon is pre-fabricated with a limited life span. The outbuilding is of basic construction with a limited life span. The bungalow is next to a commercial operator.”*
24. **Dwelling No.1: “8 Magellan Close Stevenage SG2 0NF This semi-detached two bedroom bungalow sold in august 2024 for £325,000.** *The property was traditionally built, with a lounge, dining room, two bedrooms, separate kitchen and two bathrooms. The property totalled 72 sq m (775 sq ft) according to the EPC Register. It was adequately presented. The bungalow had a small garden and drive. The subject property has a much larger plot, but poorer accommodation. The property sold for £419 psf.”*
25. **Dwelling No.2: “62 Hayfield Stevenage SG2 7JR This three bedroom, link detached house sold in February 2024 for £430,000.** *The property was a traditional three bed house with a rear garden, drive and garage. It totalled 73 sq m (786 sq ft) according the EPC Register. The house was adequately presented if not a little tired. It was in a nearby estate. The subject property has*

considerably more land but poorer accommodation. The property sold for £547 psf.”

26. **Dwelling No.3:** *“42 Christie Road Stevenage SG2 0NG This two bedroom bungalow sold in November 2023 for £468,000. The property was detached with a garage and summerhouse. It totalled (67m²) 725 sq ft (bungalow only). The property was very well presented, on a reasonable sized plot. The property sold for £646 psf. The property was located in close proximity to the subject property. It would have commanded a higher price than the subject property, being traditionally built.”*
27. **Dwelling No.4:** *“23 Parishes Mead Stevenage SG2 9QD This two bedroom bungalow is currently on the market for £400,000. The property is sold subject to contract but I could not confirm the sale price. The property comprised a detached bungalow with drive, small garden and garage. It was in adequate order generally. The bungalow totalled 589 sq ft, with an advertised price of £679 psf.”* This was NOT a completed sale.
28. Then in respect of the adjacent open rural land in the holding; with no residential consents, albeit a large agricultural style shed already constructed on it, the following sales of small and large comparable land holdings were:
29. **Land No.1:** *“Land at Green End Sandon SG9 This parcel of land sold for £177,000 in September 2024. The land totalled 15.37 acres (6.22ha) of open grassland. There were no services to the land. The land was 7 miles north of the subject property. It achieved £11,500 per acre. The subject land would command a higher price, having a building and services, and also being smaller.”*
30. **Land No.2:** *“Land at Clothall Baldock SG7 This parcel of land sold in April 2023 for £20,000. The land comprised 1.5 acres of green/grazing land. the land was fenced but had no further services. It was located 4 miles to the north of the subject property. The land achieved £13,333 per acre. The subject land would command a higher price, having a building and services.*
31. **Land No.3:** *“Land at The White House Chapmore End Ware SG12 This parcel of land sold in June 2022 for £391,000. The land comprised open grassland with direct access onto Wadesmill Road. The land totalled 5.4 acres and sold for £72,400 per acre. The land is 6 miles south of the subject property. There was development potential, but no planning in place.*
32. **Land No.4:** *“Land Lying to the North East of Normans Lane Welwyn This land sold in September 2024 for £52,000. The*

land comprised woodland totalled **4.58 acres** (1.85 ha). The land had little development potential. The land achieved **£11,350 per acre**. The land lies 4 miles to the south of the property. The subject land, being open land as opposed to woodland, would achieve a higher rate per acre.

33. **Land No.5: “Land North of Millfield Lane Little Hadham Ware SG11 This land sold in December 2024 for £226,000. The land comprised grazing land with 6 stables (to be erected) and totalled 6.3 acres (2.55 ha). The land had little development potential. The land achieved £33,875 per acre. The land was located 11.5 miles to the east. This is a good comparable as services were in place.”**
34. The Property is said to be the sum of two values: One of the dwelling and garden, the other of the paddock and ‘shed’. The Valuer places a value of £500,000 on the dwelling and garden if replaced in a single storey fashion as current but with a volume uplift of some 15% on the current space and constructed to modern building standards for dwellings as a ‘traditional bungalow’. The Valuer takes a percentage of 40%, at the upper end of the potential for a redevelopment of this half acre plot. This gives a site value of £200,000. The Valuer places a value of £75,000 on the paddock being developed with services, more than open pasture and woodland on sales of larger holdings, less than land with the realistic potential for residential redevelopment. The total value of the Property, vacant, on reversion is therefore taken to be £275,000. The Tribunal accepts this approach and the reversion figure.
35. The value of the landlord's interest in the Property is represented first by the capitalised value of the current (albeit undemanded) ground rent receivable under their lease. This is 0.19p per annum and although that it correctly in return for a larger holding the Valuer includes the full albeit minor rent in his capitalisation valuation of the right to receive that income for the remaining term.
36. That income stream is capitalised by the Valuer at 10%, which the Tribunal accepts is robust and appropriate in a case where the rent is at an extremely low and fixed level as here. The value to the landlord of the loss of that income is very small but, it is included at £1.87 in all.
37. The second element of the landlord’s interest is then represented by the hypothetical grant of a 50 year extension at the end of the existing 44 year odd term, but at a modern ground rent. The Valuer adopts the conventional approach of taking the freehold VP value of the house at the £500,000 referred to above, and a site value at some 40% of this, producing a sum of £200,000 for the site without a building. A yield expected from such investment is taken at 6%, resulting in a modern ground rent of £16,500 pa. Applying this same yield for the second term of 50 years creates a deferred site value of some £19,761. This is

the largest element of the value of the premium. The Tribunal accepts this approach and final figure.

38. The third element of the landlord's interest is the reversion to full vacant possession of the house £275,000 but, deferred some 44.23 years. Deferred at 4.75% yield following Sportelli, and a multiplier of 0.012615 produces a final sum of £3,469.13. However the Valuer makes a deduction in the deferred reversion of £275,000 by 15% to allow for the potential difficulty in obtaining vacant possession of a Property that could be, at that time subject to an occupying Rent Act protected tenant on expiry of the current 500 year plus 50 year, leasehold term. The Report therefore shows a final reversion of £2948.75, slightly lower than the figure without this end allowance.
39. The Tribunal notes that the vesting application was made very soon after the Covid Pandemic had been declared in the UK and the effects of the Government 'lock downs' imposed on the economy had significant downward effects on the Property Market at the time. Though nothing is apparently made by The Report, of this major event on depressing the local capital values market, the Tribunal accepts that at the AVD the effects were profound. They might if anything have depressed the premium proposed in favour of the applicant below those values apparent from later sales in the early 2020's when values generally 'bounced back' on the lifting of 'lock down' restrictions.
40. The Tribunal accepts the valuation approach, the three elements to be calculated, and the individual and total sum stated by the valuer to be paid in his report, save for one element: The end allowance sought on the alleged difficulty of obtaining vacant possession at the end of the term. The Tribunal has not therefore issued its own valuation but has adjusted the final reversion back to the figure of £275,000 by removing the Valuer's 15% end allowance on that reversion. The Tribunal does not accept that this differentiation will be appropriate by the time of the second lease end, with the increased similarity in form, content and effect of Regulated and Market based ASTs already apparent in the market, even in more recent times.
41. The premium to be paid by the applicant for the freehold interest in the Property is therefore very slightly higher than the figure contended for of £22711.80; instead, being **£23,230 (Twenty three thousand two hundred and thirty pounds)**.

Name: Neil Martindale

Date: 19 December 2025

Appendix

Leasehold Reform Act 1967

Section 27 Enfranchisement where landlord cannot be found

(1) Where a tenant of a house having a right under this Part of this Act to acquire the freehold is prevented from giving notice of his desire to have the freehold because the person to be served with the notice cannot be found, or his identity cannot be ascertained, then on an application made by the tenant the court may, subject to and in accordance with the provisions of this section, make such order as the court thinks fit with a view to the house and premises being vested in him, his executors, administrators or assigns for the like estate and on the like terms (so far as the circumstances permit) as if he had at the date of his application to the court given notice of his desire to have the freehold.

(2) Before making any such order the court may require the applicant to take such further steps by way of advertisement or otherwise as the court thinks proper for the purpose of tracing the landlord; and if after an application is made to the court and before the house and premises are vested in pursuance of the application the landlord is traced, then no further proceedings shall be taken with a view to the house and premises being so vested, but subject to subsection (7) below—

(a) the rights and obligations of all parties shall be determined as if the applicant had, at the date of the application, duly given notice of his desire to have the freehold; and

(b) the court may give such directions as the court thinks fit as to the steps to be taken for giving effect to those rights and obligations, including directions modifying or dispensing with any of the requirements of this Act or of regulations made under this Act.

(3) Where a house and premises are to be vested in a person in pursuance of an application under this section, then on his paying into court the appropriate sum there shall be executed by such person as the court may designate a conveyance in a form approved by the court and containing such provisions as may be so approved for the purpose of giving effect so far as possible to the requirements of section 10 above; and that conveyance shall be effective to vest in the person to whom the conveyance is made the property expressed to be conveyed, subject as and in the manner in which it is expressed to be conveyed.

(4) For the purpose of any conveyance to be executed in accordance with subsection (3) above, any question as to the property to be conveyed and the rights with or subject to which it is to be conveyed shall be determined by the court, but it shall be assumed (unless the contrary is shown) that the landlord has no interest in property other than the property to be conveyed and, for the purpose of excepting them from the conveyance, any underlying minerals.

(5) The appropriate sum which, in accordance with subsection (3) above, is to be paid into court is the aggregate of—

(a) such amount as may be determined by (or on appeal from) the appropriate tribunal to be the price payable in accordance with section 9 above; and

(b) the amount or estimated amount (as so determined) of any pecuniary rent payable for the house and premises up to the date of the conveyance which remains unpaid.

(6) Where a house and premises are vested in a person in accordance with this section, the payment into court of the appropriate sum shall be taken to have satisfied any claims against the tenant, his executors, administrators or assigns in respect of the price payable under this Part of this Act for the acquisition of the freehold in the house and premises.

Section 9 Purchase price and costs of enfranchisement

(1) Subject to subsection (2) below, the price payable for a house and premises on a conveyance under section 8 above shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller, (with the tenant and members of his family . . . not buying or seeking to buy) might be expected to realise on the following assumptions:—

(a) on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy but on the assumption that this Part of this Act conferred no right to acquire the freehold, and if the tenancy has not been extended under this Part of this Act, on the assumption that (subject to the landlord's rights under section 17 below) it was to be so extended;

(b) on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rentcharges . . . to which section 11(2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchaser would otherwise be effectively exonerated until

the termination of the tenancy from any liability or charge in respect of tenant's incumbrances; and

(c) on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.

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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).