



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

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| Case Reference | : | CAM/00KF/OLR/2025/0019 |
| Property | : | 55 Westbourne Grove, Westcliffe on Sea, Essex SSo 9TG |
| Applicant | : | Suzanne Naomi Levy, Ian Jay Levy (executors to the estate of Shirley Garwood) (Leaseholder) |
| Representative | : | O'Neill Patient LLP (Solicitors) |
| Respondent | : | Salwinder Kaur Dhillon (Missing Landlord) |
| Type of Application | : | Determination of terms of lease extension (missing landlord) |
| Tribunal Members | : | Mr N Martindale BSc MSc FRICS |
| Date of Decision | : | 4 August 2025 |

DECISION

Decision

1. The premium to be paid by the applicants for the lease extension at the Property under HM Land Registry leasehold title number **EX418799** is **£20,780 (Twenty thousand seven hundred and eighty pounds)**. The Tribunal approves the draft terms of the new lease in substitute for the previous, attached to the bundle.

Introduction

2. This is an application made under Section 50 and 51 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act") for a determination of the premium to be paid and the terms of an

acquisition of an extension to the leasehold interest in the Property. The relevant legal provisions are set out in Appendix to this decision.

3. The Property is a single level flat on the ground floor. There is access from the ground floor entrance. It forms part of a former 2 level Edwardian end-terraced house. The ground floor contains a separate flat with side street level entrance. The Property has the front garden (subject to access rights for the first floor flat access) and part of the rear garden. There is no off street vehicle parking. The road is busy with traffic.
4. The Applicants are the executors of the long leaseholder of the Property. They hold their interest under the terms of a lease dated 18 December 1989, for 99 years from 29 September 1989 registered under leasehold title EX418799. That lease was granted by the respondent Salwinder Kaur Dhillon to the original leaseholders Paul Seman and Erica Harris. A ground rent was payable at £125pa for the years 33 to 65; and £250pa for the last 33 years. The residual term of the lease is now vested in the applicants as executors for the leaseholder.
5. The registered freehold proprietor of the Property at grant was the respondent and remains the notional landlord as registered owner of freehold. A copy of the current freehold title EX222423 was provided to the Tribunal. He has not been traced.
6. By order made by Deputy District Judge Walton issued on 27 March 2025, on the Court being satisfied that the respondent could not be found, the matter was referred to this Tribunal for determination of the valuation and terms of the Claimants acquisition, for a lease extension under S.51(5): That following this the Applicant will receive a varied lease with among matters the extended term and nominal rent in return for the premium.
7. The Tribunal considered the issue on the papers submitted by the applicants, without a hearing, in accordance with standard Directions though the applicant did not include a copy of the actual Directions issued, in the bundle. The case was to be determined in the week commencing 4 August 2025.

Statutory Basis

8. Part 2, Schedule 13 to the Act provides that the price to be paid by the leaseholder, the applicant for the new leasehold interest where there is no intermediary head leaseholder, applies here.
9. The premium payable in respect of the grant of a new lease is the total of: (a) the diminution in value of the landlord's interest in the tenant's flat as determined in accordance with paragraph 3, (b) the landlord's

share of the marriage value as determined in accordance with paragraph 4, and (c) any amount of compensation payable to the landlord under paragraph 5.

10. The diminution is: 3(1) The diminution in value of the landlord's interest is the difference between (a) the value of the landlord's interest in the tenant's flat prior to the grant of the new lease; and (b) the value of his interest in the flat once the new lease is granted.
11. Paragraph 4 of the Schedule, as amended, provides that the freeholder's share of the marriage value is to be 50%, and that any marriage value is to be ignored where the unexpired term of the lease exceeds eighty years at the valuation date. Here it is included as the unexpired term is less than eighty years.
12. Paragraph 5 of the Schedule provides for the payment of compensation for other loss resulting from the enfranchisement.

Evidence

13. The applicant provided an expert witness report concerning value of the premium to be paid. The Valuation report is dated 3 July 2025 from Coliin Horton BSc(Hons) AssocRICS, RICS Registered Valuer of Project and Co. No.11989041 of Office 10, Fanton Hall Farm, Wickford SS12 9JF.
14. Having considered the contents of the Valuation Report and the opinions expressed by the valuer, the Tribunal is satisfied that the method adopted is appropriate to determine the premium for the new lease for the Property. The Tribunal accepts the description of the Property and its location as stated.
15. A photograph of the front exterior of the Property was included in the Valuation Report. The Tribunal did not consider it necessary or proportionate to carry out an inspection of the Property.

Valuation

16. The Property at Flat No.55 Westbourne Road, Westcliffe on Sea Essex SSO 9TG consists of a single ground floor level and entrance. Access is over the small front garden included in the lease, by way of a path from the back edge of the pavement. Accommodation comprises GF: Entrance hall, living room, bedroom, bathroom, dining room/ second bedroom, kitchen.
17. With 60m² or 646 ft² GIA, the Property has three rooms, kitchen, bathroom/WC. The plastic framed double glazing windows. There is a

small rear conservatory any value of which is ignored. There are no other features or tenants improvements and nothing is presented as giving rise to an increase in value which should be deducted from the capital value at the AVD.

18. All mains services were said to be connected or available. There was no reserved or off street parking. The Property is assumed to have full gas fired central heating.
19. The valuation date prescribed by section 51(1) of the Act is the date of the applicants' application to the County Court namely 17 October 2024. The valuation report refers to a date of 24 March 2025 or 63.73 years unexpired; but this is the date of the court order referring the matter to this Tribunal. Although the report is prepared for a slightly later valuation date, the Tribunal is content that, if anything, this does not work contrary to the respondent's interests and does not require a revised report from the applicant therefore. The unexpired residue of the lease for the Property at the AVD is therefore a little over 64 years. Again, if anything this is in the interests of the respondent.
20. The Valuer's assessment of the market value of the flat is based on evidence of completed sales of three, one bedroom (three room) comparables of a similar size to the Property.
21. The comparables provided in The Report all appear to be later conversions (1980's particularly) of former two storey houses in similar streets of older generally late Victorian or early Edwardian houses, in this part of Westcliffe. It was reported that these comparable flats generally have long or very long unexpired leases at low or nominal ground rents but no HMLR extracts, nor agent sales particulars were provided as is generally Directed.
22. **No.1 434 Westborough Road, Westcliffe, SSo 9TJ** sold for £218,000, March 2025. Good condition, unexpired term unstated. The Property is in a building of similar age, condition and construction. It was also converted into smaller units from the former terraced house. This flat 65m²/ **696 ft²** GIA, ground floor and has 3 rooms, kitchen and bathroom/WC. Off street parking. This devalues to **£315/ft²**.
23. **No.2 101a Westbourne Grove, Westcliffe, SSo 9TT** sold for £158,000, March 2025. Fair condition, unexpired term unstated. This ground floor flat 56m²/ **600ft²** GIA, has 3 rooms, kitchen and bathroom/WC. No mention of a parking space in what is a busy road. It is in a former mid terrace house. This devalues to **£263/ft²**.
24. **No.3 15 Hildaville Drive, Westcliffe, SSo 9RU** sold for £200,000, January 2025. Very good condition, unexpired term unstated. This ground floor flat 65m²/ **700ft²** GIA, has 3 rooms,

kitchen and bathroom/WC. Also with a small garden as at the Property. It is in an end terraced building of similar age, condition and construction. This devalues to **£286/ft²**.

25. The Valuer makes no adjustment for a rising or falling market locally over the period of comparables in relation to the subject property. The Valuer makes two lump sum deductions from the sale prices at comparable No.1 and No.3: For the off road parking space at £15,000 and for the condition at £15,000. The total deductions for each comparable are £30,000, the Property being in basic condition without off street parking. The report takes the simple mean average of the adjusted sale prices; No.1 £188,000, No.2 £168,000, No.3 £170,000 being £175,333. All sales are equally weighted. The report ascribes the long leasehold unimproved value of the Property with vacant possession of £175,333. To reach the freehold equivalent value for the purposes of ascribing relativity, the report adds the conventional 1%, or £177,104 with which the Tribunal is content.
26. The Tribunal concludes that the capital value with an extended lease at the AVD would be £175,333 at the AVD as the Report earlier concludes.
27. As the term unexpired is below 80 years, value attributable to marriage value as part of the application also requires compensation to the respondent. To establish and remove the value of 'right' to enfranchise the valuer to use evidence of sales of short leases, and/ or make a deduction from Acts Rights graphs, or to use No Acts Rights graphs from Savills. It is content to adopt the approach Upper Tribunal decisions in particular the case of Trustees of Barry & Peggy High Foundation v Zucconi and another. On this basis the Valuer adopts the relativity of 80.77%, "*...is derived from an average of the Savills Unenfranchisable and Gerald Eve – 2016 graphs*". The Tribunal is content with this.

Decision

28. The Tribunal has carefully considered the approach, evidence, steps and justifications adopted by the Valuer in this application. The Tribunal is satisfied with the relevance of the sales transactions, of long leaseholds but has had to accept that they are uncontroversial long leaseholds at low rent without specific evidence in support of those terms in the report. As for the remainder of the valuation exercise the Tribunal is content with the approach and various percentages adopted without further adjustment being needed.
29. The Tribunal notes and accepts the 1% adjustment by the Valuer in uplifting the long lease value to its notional freehold value.

30. The diminution in the value of the landlord's interest in the Property is represented first by the capitalised value of the ground rent receivable under their lease. The Valuer adopts 9% for the capitalisation of the term income with the current controversy over the ability for the landlord in the near future to gain any marriage value as reflected in depressed general ground rent market. The Tribunal approves this.
31. Next, the effect of the lease extension will deprive the landlord of the Property for a further 90 years in addition to the current unexpired term. The present value of that delayed reversion is determined by applying a deferment rate to the freehold value of the flat. The deferment rate appropriate for leasehold flats in Central London was authoritatively determined to be 5% in the case of *Earl Cadogan v Sportelli*. The Valuer adopts the Sportelli deferment rate of 5% for this flat, which the Tribunal accepts.
32. The marriage value is to be shared equally between the parties, 50:50 as required by the Act.
33. The Tribunal accepts the valuation layout and percentages for the property, as produced by the Valuer. The Valuer is reminded of the need to prepare reports to the Tribunal using a typeface size that is legible. The original report included in the bundle produced on A4 format was not legible and an A3 version had to be requested. It is not a wordy or overlong report and is quite adequate for the task in hand but it **MUST** be legible using a minimum of 12 point Times Roman or equivalent for future reference: If that requires a few additional sheets of A4 to ensure that the report print is large enough, so be it.
34. The premium to be paid by the applicants for the lease extension at the Property under HM Land Registry leasehold title number **EX418799** is **£20,780 (Twenty thousand seven hundred and eighty pounds)**. The Tribunal approves the draft terms of the new lease in substitute for the previous, attached to the bundle.

Name: Neil Martindale FRICS Date: 4 August 2025

Appendix

Leasehold Reform, Housing and Urban Development Act 1993

S.50 Applications where landlord cannot be found.

(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 I of Schedule 11 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 the application of the tenant, make an order dispensing with the need to give a copy of such a notice to 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.

(4) Before making any such order the court may require the tenant to take such further steps by way of advertisement or otherwise as the court thinks proper for the purpose of tracing the person in question; and if, after an application is made for a vesting order under subsection (1) and before any lease is executed in pursuance of the application, the landlord is traced, then no further proceedings shall be taken with a view to a lease being so executed, but (subject to subsection (5))—

(a) the rights and obligations of all parties shall be determined as if the tenant had, at the date of the application, duly given notice under section 42 of his claim to exercise the right to acquire a new lease of his flat; 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 Chapter or of regulations made under this Part.

(5) An application for a vesting order under subsection (1) may be withdrawn at any time before execution of a lease under section 51(3) and, after it is withdrawn, subsection (4)(a) above shall not apply; but where any step is taken (whether by the landlord or the tenant) for the purpose of giving effect to subsection (4)(a) in the case of any application, the application shall not afterwards be withdrawn except—

(a) with the consent of the landlord, or

(b) by leave of the court,

and the court shall not give leave unless it appears to the court just to do so by reason of matters coming to the knowledge of the tenant in consequence of the tracing of the landlord.

(6) Where an order has been made under subsection (2) dispensing with the need to give a copy of a notice under section 42 to a particular person with respect to any flat, then if—

(a) a notice is subsequently given under that section with respect to that flat, and

(b) in reliance on the order, a copy of the notice is not to be given to that person,

the notice must contain a statement of the effect of the order.

(7) Where a notice under section 42 contains such a statement in accordance with subsection (6) above, then in determining for the purposes of any provision of this Chapter whether the requirements of Part I of Schedule 11 have been complied with in relation to the notice, those requirements shall be deemed to have been complied with so far as relating to the giving of a copy of the notice to the person referred to in subsection (6) above.

51 Supplementary provisions relating to vesting orders under section 50(1).

(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 a leasehold valuation 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, at 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 a leasehold valuation 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 a leasehold valuation 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 a leasehold valuation tribunal of any question as to 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 a leasehold valuation 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, at 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 of 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 a 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.

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).