



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

Case reference : **LON/00BB/OCE/2025/0094**

Property : **9 Buxton Road, London, E15 1QU**

Applicant : **Freehold 9 Buxton Road Limited**

Representative : **Setfords London (John Summers)**

Respondent : **Assethold Limited**

Representative : **-**

Type of application : **Leasehold Enfranchisement**

Tribunal member : **Judge Robert Latham**

Date of Directions : **8 April 2026**

DECISION

1. On 9 December 2025, the Applicant issued two applications:
 - (i) An application using "Leasehold 3" seeking a determination of the "appropriate sum" payable pursuant to Schedule 5, paragraph 3 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act"); and
 - (ii) An application using "Leasehold 9" seeking the Tribunal's approval of terms of transfer pursuant to section 24 of the Act.

2. On 11 July 2023, the Applicants served an Initial Notice seeking to acquire the freehold of 9 Buxton Road, London, E15 1QU ("the premises"). On 17 December 2024, DDJ Wood held in L10CL111 that the Applicant had established the right to acquire the freehold of the premises at a premium of £32,780. The Respondent was ordered to pay costs of £12,367 which the Applicant is entitled to set off against the premium that is payable.
3. On 3 April 2025, the Applicant issued proceedings (M10CL296) in the County Court seeking a vesting order pursuant to section 25(6) of the 1993 Act. On 30 October 2025, DJ Hart made an order in respect of the following issues:
 - (i) The Appropriate Sum (as defined by paragraph 3 of Schedule 5 of the Act). The appropriate sum under paragraph 3(1)(b) is to be agreed between the parties, or, in default of agreement, to be determined by this Tribunal.
 - (ii) The Conveyance: the form of transfer is to be agreed between the parties, or, in default of agreement, to be approved by this tribunal pursuant to paragraph to paragraph 2(1)(a) of Schedule 5 of the Act.
 - (iii) The Respondent was ordered to pay costs of £10,567.19.
4. The parties have not reached agreement on either of these issues.

The Appropriate Sum

5. The Applicant contends that the appropriate sum is the premium of £32,780 less costs of £12,367 + £10,567.19, a total of £9,845.81.
6. The Applicant had suggested that sums totalling £23,423.59 which this Tribunal had found to be repayable to the tenants in LON/00BB/LSC/2023/0080 should be included as appropriate sums under paragraph 3(1)(b) of Schedule 5. However, at a Case Management Hearing on 10 February 2026, Mr Summers accepted that these sums were a debt recoverable by the individual tenants and could not be assessed by this Tribunal to be further "appropriate sums" to be deducted.
7. The relevant sum of £9,845.81 is therefore a matter of record.
8. The Applicant has paid tribunal fees of £228 and would seek to set off this sum against the premium payable.

The Conveyance

9. The Applicant has provided a TR1.
10. On 10 February 2026, the Tribunal gave Directions. The Tribunal directed that the application would be determined on the papers unless either party requested an oral hearing. Neither party has done so,

11. By 10 March 2026, the Respondent was directed to email to the Applicant and to the Tribunal its Statement of Case in respect of the two issues identified above together with any documents upon which it seeks to rely. Alternatively, the Respondent was directed to confirm that it agrees to the terms proposed by the Applicant. The Respondent has failed to comply with this Direction.
12. By 24 March 2026, the Applicant was directed to email to the Respondent and the Tribunal a revised TR1 Having regard to the issues raised in the Directions. The Respondent has provided a revised TR1. The Order made by DJ Hart, dated 24 October 2025, provided that the person designated to execute the conveyance in accordance with the Act should be a director of Setfords, the Claimant's solicitors.

The Tribunal's determination

13. The Tribunal is satisfied that the appropriate sum is the premium of £32,780 less costs of £12,367 + £10,567.19, a total of £9,845.81. This is a matter of record.
14. The Applicant has paid tribunal fees of £228. The Tribunal orders the Respondent to refund this sum to the Applicant. The Applicant is entitled to set off this sum against the premium payable.
15. The Tribunal approves the TR1 annexed hereto.

Judge Robert Latham
8 April 2026

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

6. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).