



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

Case reference : **LON/00AG/OCE/2026/0015**

Property : **77 Harvist Road
London NW6 6HA**

Applicants : **Flat A. Merja Rockman
Flat B. (not participating)
Flat C. Efthymios Antonakakis**

Representative : **Comptons LLP (Solicitors)**

Respondent : **Olapido Pop-Ola Sogbeton
(Freeholder)**

Representative : **None**

Interested Party : **None**

Type of application : **To determine the premium payable
under Schedule 6 as compensation
to the landlord, arising from a
collective application to purchase
the freehold under S.50 (missing
landlord) of the Leasehold Reform
Housing and Urban Development
Act 1993 (“the Act”)**

Tribunal : **Mr N. Martindale FRICS**

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

Date of decision : **8 April 2026**

DECISION

Decision

The premium to be paid by the applicants to the respondent missing landlord for the freehold of the Property is **£24,262 (twenty four thousand two hundred and sixty two pounds)**. The Tribunal approves this figure. The Tribunal approves the form of transfer filed. The applicants' costs are to be deducted from this premium figure but, the applicants' unpaid rent up to the AVD are to be added to this premium figure.

Introduction

1. This case concerns an application made under Section 27 of the Leasehold Reform Housing and Urban Development Act 1993 ("the Act") for a transfer of the freehold of the Property. This determination is of the premium to be paid by the applicant leaseholders to the freeholder of the Property. The relevant legal provisions are set out in the Appendix to this decision. The leaseholders of Flat A (ground floor) and of Flat C (second floor) are the applicants. The leaseholders of Flat B (first floor) are not participating and remain leaseholders, only.
2. The First and Second applicants are each the long leaseholders of two of the three self contained converted flats at the Property, held under the terms of two leases. With the lease of the first floor flat, these cover the entirety of the freehold title.
3. The key lease terms for each flat are similar: Flat A (ground floor) lease dated 6 January 1988 (125 years from 29 September 1987) with 87.86 years unexpired. Flat B (first floor) lease dated 20 June 2017 (125 years from 20 June 2017) with 117.59 years to run. Flat C (second floor) lease dated 3 March 2017) with 117.29 years to run.
4. The ground rents for each flat are: Flat A: £50 pa (for 25 years) £75 pa (for 25 years) £100 pa (for 25 years) £125 pa (for 25 years). Flat B: £350 pa increasing by £350 pa every 25 years. Flat C: £100 pa fixed.
5. All 3 leasehold titles are registered as derived from the superior freehold title MX362112 for No.77. Flat A - NGL607425. Flat B - AGL 450482. Flat C – AGL 418362.
6. The claim issue date and the valuation date for this application at County Court to vest the freehold jointly in the leaseholder applicants is taken as 18 November 2024.
7. The lease of each flat had in excess of 80 years to run and therefore all being in excess of the 80 year cap, no marriage value of the merger of interests was to be included in the premium payable, simply a term (the remainder of the lease) and the later reversion at lease end deferred to that lease end.

8. The Property was a Victorian mid terraced large family house, later subdivided into 3No. self contained flats otherwise of a traditional constructions; brick faced walls, double pitched main roof over. It is in a long established residential area of LB Brent. The Property fronts a local open space laid out as a public park. The Property backs on to rail lines. Either side are similar brick residential Victorian houses, some converted into flats since the original construction, as here.
9. The Order for application LO2W1889, issued 21 October 2025 by the County Court at Willesden by District Judge Worthington, referred to the respondent's freehold as having been vested jointly in the applicants, in accordance with section 26 and 27 of the Act.
10. The Tribunal's jurisdiction is derived from the vesting order issued by the Court which referred the form of transfer and determination of the premium to the Tribunal. The Tribunal considered the issue on the papers submitted by the applicants, without a hearing. The Tribunal was required to determine the premium and the form of transfer.

Statutory basis of valuation

11. The price to be paid for the freehold, according to Schedule 6, Part II of the Leasehold Reform, Housing and Urban Development Act 1993, *shall include:* income received from ground rents (the term); reversionary value of the freehold on expiry of the leases (the reversion); the marriage value of other interests; injurious affection (compensation for other losses). The marriage value is taken as the latent increase in value arising from the joining of the freehold and leasehold interests and the Act requires that this potential profit shall be shared between the parties. The proportion of the split of marriage value is fixed by the legislation at a 50:50 division between the landlord and the RTE company or in this case the leaseholder applicants.
12. 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

13. The applicants provided a valuation report dated 16 March 2026 by Barry Passmore BSc MRICS, 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.

14. Having considered the contents of the Valuation Report and the opinions expressed the Tribunal is broadly 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.
15. From the details of the exterior and interior of the Property included in the Valuation Report the Tribunal did not consider it necessary or proportionate to carry out an inspection of the Property.

Valuation

16. According to the Valuation Report, the Property is on four levels, there is no basement level. The interior has been subdivided into 3No. flats, otherwise traditionally constructed, with brick walls and of late with tiles to a double pitched main roof and transverse double pitched back addition roof. The Property dates from the Victorian period.
17. Details of any tenant's improvements to any of the individual flats, the value of which might be discounted in this transfer were provided. These included a small mezzanine to one of the rooms to Flat A and to the fourth level loft conversion, later included in the Flat C lease by deed, since converted into a substantial additional accommodation as part of Flat C. Both of these areas ignored, though the potential of the addition and conversion of the loft is a factor for Flat C it is no stronger than that. Otherwise the Property consisting of the three converted flats are valued as they stood at the AVD taken as 18 November 2024 when the claim was apparently filed and issued.
18. At Flat A the ground floor flat, the accommodation comprised; ground floor hallway, living room, kitchen, bathroom/wc and 2 bedrooms off. The small mezzanine area was ignored. The means of space and water heating was not confirmed, nor was double glazing. Access to the flat was via a short external footpath part shared with the other flats from the street across a small shared front garden. There is no off street parking. All mains services are assumed available at the Property. The upper flats have no access to the rear garden.
19. At Flat B the first floor flat, the accommodation comprised; first floor hallway, living room/ kitchen, bathroom/wc, shower room/ wc, 2 bedrooms. The same comments at Flat A apply hear to heating, double glazing and access though it shares the internal stairs with Flat C above.
20. At Flat C the second floor flat (and by tenants improvement the third floor attic space), the accommodation comprised; second floor hallway,

living room/ kitchen, bedroom, bathroom/wc, third floor (ignored) bedroom and bathroom/wc. The same comments at Flat A apply to heating, double glazing and access though it shares the internal stairs with Flat B below.

21. The Valuation Report table referred to 6No. recent sales in the same road. Flat 1 No.175. Flat No.17a. Flat 2 No.175. Flat B No.115. Flat B No.59. Flat 3 No.175. The Valuation Report did not include the relevant extracts from HMLR records to support the sales details in each case. No lease details of the comparable sales were provided.
22. These flats sold, were apparently of similar types converted from original terraced Victorian family homes. They ranged around the AVD from February 2024 to March 2025. They showed capital values analysed at £778/ft² to £1087/ft². The flats ranged in size from 679ft² to 818ft², whereas the 3 flats at No.77 were A – 835ft². B – 940ft². And C – 567ft². With appropriate allowances the sales had been adjusted for differences including some for size, condition, layout and roof terraces. From these the Value adopted suitable valuation rates £/ft² for each subject flat at the Property. From these the following unimproved capital values for the virtual freeholds were arrived at Flat A £775,000. Flat B £875,000 and Flat C £500,000. It will be recalled that almost half of the floor area (the entire third floor) at Flat C was created by the deed of variation some years ago increasing the useable floor area substantially and the finished floor area of the flat. There was no overt explanation of, nor adjustments to the sales for the lease terms in any of the comparables, nor of how the virtual freehold figures were arrived out from sales of the leasehold comparables.
23. The Valuation Report at Appendix B sets out the standard Term or Terms and deferred Reversion valuations for each flat in turn. The report adopts the common 6% yield for the modest standard term rents at Flat A; a 7.5% yield at Flat B where rents are considerably higher but where there might be later legal challenge on quantum; and a 7% yield for the fixed rent at Flat C.
24. The bulk of the landlord's interest to be compensated for, were to be found: At Flat A in the moderately distant reversion rather than the very modest but slowly rising rents of the term. By contrast at Flat B the value lies mainly in the term where the rents are substantial and the reversion more distant. Lastly at Flat C the value of term and reversion is similar.
25. The Tribunal is content with the number, identity, direction and extent of the adjustments made to all comparable sales and the conclusions reached on the virtual freehold capital values for each of the 3No. flats at the Property.

26. The Report also referred to market trends from the HMLR House price index for flats and maisonettes in LB Brent. It showed a slow but modest decline in capital values starting from October 2024 around the AVD but no overt adjustments were seen to be made for market decline.
27. All 3No. leases, having more than 80 years unexpired, any marriage value from the merger of interests here is required to be ignored as the Report does.
28. The value of the landlord's interest in each flat at the Property is therefore represented first by the capitalised value of the ground rent receivable under each lease. That income stream is capitalised in the Report at 6, 7.5 and 7%, which the Tribunal accepts is appropriate in a each case for the reasons offered. And secondly by the deferred capital receipt by the landlord at lease end. Such reversionary values are derived here using a deferment rate of 5% yield applied to the virtual freehold values at the AVD, following Sportelli as expected.
29. Lastly the Tribunal notes that the Report makes no addition of any nominal sum to add, as there is no scope for additional attributable value, which the Tribunal accepts.
30. The Tribunal is content with the valuations of the interests here as presented in the Valuation Report for each element. In view of this the Tribunal does not provide its own valuation.
31. The premium to be paid by the applicant to the respondent missing landlord for the freehold of the Property is **£24,262 (twenty four thousand two hundred and sixty two pounds)**. The Tribunal approves this figure. The Tribunal approves the form of transfer filed. The applicants' costs are to be deducted from this premium figure and the applicant's unpaid rent up to the AVD, are to be added to this premium figure. This matter is now passed back to the applicants' representatives for the Court delegated conveyancer to make payment of net monies due and complete registration.

Name: Neil Martindale

Date: 8 April 2026

Appendix

Leasehold Reform, Housing and Urban Development Act 1993

26 Applications where relevant landlord cannot be found

(1) Where not less than two-thirds of the qualifying tenants of flats contained in any premises to which this Chapter applies desire to make a claim to exercise the right to collective enfranchisement in relation to those premises [a RTE company which satisfies the requirement in section 13(2)(b) wishes to make a claim to exercise the right to collective enfranchisement] but--

(a) (in a case to which section 9(1) applies) the person who owns the freehold of the premises cannot be found or his identity cannot be ascertained, or

(b) (in a case to which section 9(2) [or (2A)] applies) each of the relevant landlords is someone who cannot be found or whose identity cannot be ascertained,

the court may, on the application of the qualifying tenants in question [RTE company], make a vesting order under this subsection--

(i) with respect to any interests of that person (whether in those premises or in any other property) which are liable to acquisition on behalf of those tenants [by the RTE company] by virtue of section 1(1) or (2)(a) or section 2(1), or

(ii) with respect to any interests of those landlords which are so liable to acquisition by virtue of any of those provisions,

as the case may be.

(2) Where in a case to which section 9(2) applies--

(a) not less than two-thirds of the qualifying tenants of flats contained in any premises to which this Chapter applies desire to make a claim to exercise the right to collective enfranchisement in relation to those premises [a RTE company which satisfies the requirement in section 13(2)(b) wishes to make a claim to exercise the right to collective enfranchisement], and

(b) paragraph (b) of subsection (1) does not apply, but

(c) a notice of that claim or (as the case may be) a copy of such a notice cannot be given in accordance with section 13 or Part II of Schedule 3 to any person to whom it would otherwise be required to be so given because he cannot be found or his identity cannot be ascertained,

the court may, on the application of the qualifying tenants in question [RTE company], make an order dispensing with the need to give such a notice or (as the case may be) a copy of such a notice to that person.

(3) If[, in a case to which section 9(2) applies,] that person is the person who owns the freehold of the premises, then on the application of those tenants [the RTE company], the court may, in connection with an order under subsection (2), make an order appointing any other relevant landlord to be the reversioner in respect of the premises in place of that person; and if it does so references in this Chapter to the reversioner shall apply accordingly.

[(3A) Where in a case to which section 9(2A) applies--

(a) not less than two-thirds of the qualifying tenants of flats contained in any premises to which this Chapter applies desire to make a claim to exercise the right to collective enfranchisement in relation to those premises [a RTE company which satisfies the requirement in section 13(2)(b) wishes to make a claim to exercise the right to collective enfranchisement], and

(b) paragraph (b) of subsection (1) does not apply, but

(c) a copy of a notice of that claim cannot be given in accordance with Part II of Schedule 3 to any person to whom it would otherwise be required to be so given because he cannot be found or his identity cannot be ascertained,

the court may, on the application of the qualifying tenants in question [RTE company], make an order dispensing with the need to give a copy of such a notice to that person.]

(4) The court shall not make an order on any application under subsection (1)[, (2) or (3A)] unless it is satisfied--

(a) that on the date of the making of the application the premises to which the application relates were premises to which this Chapter applies; and

(b) that on that date the applicants [RTE company] would not have been precluded by any provision of this Chapter from giving a valid notice under section 13 with respect to those premises[a

nd that the RTE company has given notice of the application to each person who is the qualifying tenant of a flat contained in those premises].

(5) Before making any such order the court may require the applicants [RTE company] to take such further steps by way of advertisement or otherwise as the court thinks proper for the purpose of tracing the person or persons in question; and if, after an application is made for a vesting order under subsection (1) and before any interest is vested in pursuance of the application, the person or (as the case may be) any of the persons referred to in paragraph (a) or (b) of that subsection is traced, then no further proceedings shall be taken with a view to any interest being so vested, but (subject to subsection (6))--

(a) the rights and obligations of all parties shall be determined as if the applicants [RTE company] had, at the date of the application, duly given notice under section 13 of their [its] claim to exercise the right to

collective enfranchisement in relation to the premises to which the application relates; 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.

(6) An application for a vesting order under subsection (1) may be withdrawn at any time before execution of a conveyance under section 27(3) and, after it is withdrawn, subsection (5)(a) above shall not apply; but where any step is taken (whether by the applicants [RTE company] or otherwise) for the purpose of giving effect to subsection (5)(a) in the case of any application, the application shall not afterwards be withdrawn except--

(a) with the consent of every person who is the owner of any interest the vesting of which is sought by the applicants [RTE company], 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 applicants [RTE company] in consequence of the tracing of any such person.

(7) Where an order has been made under subsection (2) [or (3A)] dispensing with the need to give a notice under section 13, or a copy of such a notice, to a particular person with respect to any particular premises, then if--

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

(b) in reliance on the order, the notice or 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.

(8) Where a notice under section 13 contains such a statement in accordance with subsection (7) above, then in determining for the purposes of any provision of this Chapter whether the requirements of section 13 or Part II of Schedule 3 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 the notice or a copy of it to the person referred to in subsection (7) above.

(9) Rules of court shall make provision--

(a) for requiring notice of any application under subsection (3) to be served by the persons making the application on any person who the applicants know or have [RTE company on any person who it knows or has] reason to believe is a relevant landlord; and

(b) for enabling persons served with any such notice to be joined as parties to the proceedings.