



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

Case reference : **LON/00AY/OCE/2026/0017**

Property : **62 Mayall Road, London, SE24 0PJ**

Applicant : **62 Mayall Road, Freehold Limited**

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

Respondent : **Assethold Limited**

Representative : **Eagerstates Limited**

Type of application : **Leasehold Enfranchisement**

Tribunal members : **Mr I B Holdsworth FRICS**
RICS Registered Valuer
Neil Martindale FRICS

Venue : **Remote**

Date of paper determination : **2 June 2026**

DECISION

Decisions of the Tribunal

- (1) The Tribunal determines the “Appropriate Sum” payable pursuant to Schedule 5, paragraph 3 of the Leasehold Reform, Housing and Urban Development Act 1993 (the “**1993 Act**”) by the applicant for the collective enfranchisement of 62 Mayall Road, London, SE24 0PJ is **£7,187.44.**
- (2) The terms of the draft TR1 appended to this decision as appendix A are approved.

The background

1. On 3 April 2025, the Applicant, 62 Mayall Road, Freehold Limited (“**Mayall**”) issued proceedings under reference M10CL296 in the County Court seeking a vesting order pursuant to section 25(6) of the 1993 Act.
2. On 30 October 2025 DJ Hart made an order in respect of the following issues:
 - (i) That the ‘*Appropriate Sum*’ payable under paragraph 3(1)(b) of the 1993 Act is to be agreed between the parties, or, in default of agreement, to be determined by the First tier Tribunal.
 - (ii) 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 1993 Act.
3. The parties were unable to reach agreement on either of items (i) or (ii) and consequently the Applicant made two applications to the Tribunal.
4. On 20 November 2025, the Applicant issued an application seeking Directions in respect of: (i) the determination of the “appropriate sum” payable and (ii) the form of conveyance. Directions were issued on 16 March 2026.
5. The Applicants also made a supplementary application on 16 December 2025 to determine liability to pay service charges at the property. The Directions for this application were issued under application LON/ooAY/LSC/2026/0064.
6. On 4 May 2026, the Applicants solicitor applied for an order that a single set of Directions should apply to both applications. These were issued on 21 May 2026 by Judge Latham who directed that:
 - (i) the two cases be consolidated.
 - (ii) the Directions given in LON/ooAY/LSC/2026/0064 be revoked;
 - (iii) the applications be governed by the Directions made on 16 March 2026 reference LON/ooAY/OCE/2026/0017; and that the,
 - (iv) The Tribunal would deal with both applications under Case Reference LON/ooAY/OCE/2026/0017.

The Law

Under Schedule 5 of the 1993 Act the following relevant provisions apply:

2(1) Where any interests are to be vested in the nominee purchaser by virtue of a vesting order, then on his paying into court the appropriate sum in respect of each of those interests there shall be executed by such person as the court may designate a conveyance which—

*(a) is in a form approved by **FtT** and*

(b) contains such provisions as may be so approved for the purpose of giving effect to the relevant terms of acquisition.

(2) The conveyance shall be effective to vest in the nominee purchaser the interests expressed to be conveyed, subject to and in accordance with the terms of the conveyance.

3(1) In the case of any vesting order, the appropriate sum which in accordance with paragraph 2(1) is to be paid into court in respect of any interest is the aggregate of—

(a) such amount as is fixed by the relevant terms of acquisition as the price which is payable in accordance with Schedule 6 in respect of that interest; and

(b) any amounts or estimated amounts determined by F&T as being, at the time of execution of the conveyance, due to the transferor from any tenants of his of premises comprised in the premises in which that interest subsists (whether due under or in respect of their leases or under or in respect of agreements collateral thereto).

(2) In this paragraph “the transferor”, in relation to any interest, means the person from whom the interest is to be acquired by the nominee purchaser.

(Tribunal emphasis underlining)

The Applicant’s Case

7. The Applicants’ representative explained that DDJ Wood, sitting at the County Court at Central London, ordered on 17 December 2024 that pursuant to Section 25(1) of the 1993 Act, Mayall was entitled to acquire the freehold of 62 Mayall Road, London SE24 0PJ (“**the Property**”) at the price of £29,400.
8. Assehold were ordered to pay Mayall’s costs of £12,697, to be set off against and deducted from the purchase price of £29,400.
9. The Applicant subsequently issued proceedings seeking a vesting order pursuant to section 25(6) of the 1993 Act. The order issued by DJ Hart confirmed the terms of the transfer settled in the earlier order, directed Assehold to pay Mayall’s further costs in the sum of £9,515.56 and the First tier Tribunal determine the “Appropriate Sum” and form of conveyance in default of agreement between parties. The Applicant has confirmed agreement is not reached on the Appropriate Sum or the form of the conveyance.
10. The Applicants’ representative to assist in the calculation of the Appropriate Sum gives details of the current service charge position. These estimates are for the half year to June 2026p and are provided by Eagerstates the managing agent for Assehold.

The amounts charged based upon the budgeted sums are as follows: -

- Ms. C Salvidge - Flat A 62 Mayall Road – £2,023.81
- Ms. M J Smith - Flat B 62 Mayall Road - £1,517.86
- Ms. S L Dickson – Flat C 62 Mayall Road – £199.74 CR

11. Mr. Summers for Setfords Solicitors confirmed in the Applicants Statement of Case that all outstanding charges are paid. He asserts “*no amount is owing by Mayall to Assehold.*”
12. Accordingly he claims the *Appropriate Sum* is as shown in table 1 below.

Appropriate Sum payable by Applicants pursuant to Schedule 5, paragraph 3 of the 1993 Act			
Determined Freehold Purchase Price	£		29,400.00
Mayalls costs sum a	£		12,697.00
Mayalls costs sum b	£		9,515.56
Outstanding service charges	£		-
Appropriate sum payable	£		7,187.44

13. Setfords Solicitors have submitted with the application a draft TR1 for review and approval by the Tribunal.

The Respondents Case

14. The Respondents’ managing agent sent an e mail to the Applicants and their representative on 16 April 2026 which states:

“Without a completion date it is impossible to determine the amounts due as the service charges can vary.

In addition, we are checking on the status of the county court matter.

If the Applicant would actually work with us then we would be able to work towards a completion. Instead, they have decided to issue applications simply to try and incur costs.”

15. This was sent to the Tribunal by Setfords Solicitors attached to an e mail dated 6th May 2026. The Tribunal received no further submissions from the Respondents.

Tribunal determination

16. The Tribunal has relied upon the written submissions by the parties in making this determination. The Tribunal has validated the freehold purchase price and the assessed costs granted by DDJ Wood and DJ Hart. The sums accord with the relevant orders.
17. The Respondent provided no evidence to contradict the confirmation that all estimated service charges for the property are paid in full by the three tenants

for the period 1st January -30th June 2026. The Tribunal accept the advice given by Setfords Solicitors that the tenants have no recourse to apportion costs or recover any overpayments through the provisions of Schedule 5, Paragraph 3(1)(b) of the 1993 Act. The estimated service charge sums are provided by the Respondents and are deemed as accurate.

18. The completion date is effected by Setfords Solicitors who are authorised by clause 5 of the order dated 30 October 2025 to execute the Conveyance on behalf of the Respondent {Defendant}. This should address the issue raised by the Respondent in their e mail of 16 April.
19. It is for these reasons the “Appropriate Sum’ is determined as £7,187.44.
20. The Tribunal approves the draft TR1 submitted with the application and appended to this decision as Appendix A.
21. This matter should now be returned to the County Court sitting at Central London under claim number **M10CL295** for the final procedures to take place.

Valuer Chairman: Ian B Holdsworth FRICS

Date: 2 June 2026

Appendix A: Agreed Draft TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: LN191616
2	Property: 62 Mayall Road, London SE24 0PG
3	Date:
4	Transferor: Assethold Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2276277 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

5	Transferee for entry in the register: 62 Mayall Road Freehold Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 14880465 For overseas entities (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
6	Transferee's intended address(es) for service for entry in the register: Basement Floor Flat, 62 Mayall Road, London SE24 0PJ
7	The transferor transfers the property to the transferee
8	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Seven Thousand One Hundred and £7,187.44 Eighty Seven Pounds and Forty Four Pence Only ☐ The transfer is not for money or anything that has a monetary value ☒ Insert other receipt as appropriate: Pursuant to an order of Central London County Court dated 24 October 2025
9	The transferor transfers with ☐ full title guarantee ☒ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership and practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

11 Additional provisions

The Transferee covenants with the Transferor to observe and perform the covenants, conditions and agreements on the part of the Landlord in the leases specified below, and to indemnify the Transferor in relation to any claims, losses and liabilities arising from any future breach thereof.

Occupational Leases

Date	Description	Parties
09.06.06	Basement Floor Flat, 62 Mayall Road, London SE24 0PJ	Cowan & Leach Developments Limited (1) Caroline Alic Sugg and Elizabeth Sugg (2)
13.10.06	Ground Floor Flat, 62b Mayall Road, London SE24 0PJ	Cowan & Leach Developments Limited (1) Katie Jayne Riley (2)
15.09.06	First Floor Flat 62 Mayall Road, London SE24 0PJ	Cowan & Leach Developments Limited (1) Clare Elizabeth Manning (2)

This transfer is made pursuant to Part 1, Chapter 1 of the Leasehold Reform, Housing and Urban Development Act 1993

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in *practice guide 8: execution of deeds*. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a deed by a director of Setfords Solicitors, nominated to execute this deed on behalf of Assethold Limited in accordance with the order of Central London County Court dated 24 October 2025

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

Executed as a deed by **62 MAYALL ROAD FREEHOLD LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

RIGHTS OF APPEAL

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