

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AZ/OLR/2026/0003**
Property	**:**	**45 Northwood Road, London SE23 2HR**
Applicant	**:**	**(1) Lior Zaidner** **(2) Yael Karene Koch**
Representative	**:**	**Paul Robinson Solicitors LLP**
Respondents	**:**	**Mohd Saraj**
Representative	**:**	**N/A**
Type of application	**:**	**Grant of a new lease (missing landlord) - Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal members	**:**	**Judge Tagliavini** **Mr Phillip Morris**
Venue	**:**	**10 Alfred Place, London WC1E 7LR**
Date of decision	**:**	**18 August 2026**

DECISION

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The tribunal's decisions

(1) The premium payable is £49,200 (forty nine thousand two hundred pounds).

(2) The terms of the new lease to be granted are in the same terms as provided in the previous lease, except it is granted for a term of 189 years from 1 January 1988 at a peppercorn rent as set out in applicant's draft Deed of Surrender and Grant of New Lease.

(3) The terms of transfer as set out in applicant's draft Deed of Surrender and Grant of New Lease subject to (1) and (2) above.

The application

1. This is an application for the grant of a new lease pursuant to the provision of the Leasehold Reform Housing and Urban Development Act 1993. By an Order dated 10 September 2025 from the county court sitting at Bromley, the tribunal are required to determine the terms of the new lease to be granted to the applicants/claimants; the premium payable and the form of the new lease.

Background

2. The subject property is a ground floor flat in a two-storey converted house and comprises two bedrooms, kitchen and bathroom/w.c. There is also a small cellar which forms part of the demise and front and rear gardens. The requirement to service a notice pursuant to s.42 of the 1993 was dispensed with by order of the county court sitting at Bromley due to the landlord not being found.

3. The applicants proposed a premium of £34,000 and a new lease of 189 years from 1 January 1988 at a peppercorn rent.

The hearing

4. The applicants did not request an oral hearing and the matter was determined on the papers provided to the tribunal in the form of a 131 page digital bundle.

5. The tribunal was provided with a witness statement from the Lorraine Frances Lancaster dated 07 april 2025 on behalf of the applicants and a valuation report of Mike Stapleton FRICS dated 4 March 2026.

6. In his report, Mr Stapleton relied upon comparable properties of ground floor flats at 346 Stanstead Road, London SE6 4XB; 1 Marier Lodge, Blythe Vale, London SE23 2AS ; 2 Blythe Close, London SE6 4UW and 33 St Germans road, London SE23 1RY which provided an adjusted freehold value of £376,625.

7. In his report, Mr Stepleton having adopted a capitalisation rate of 6% and valuation date of 9 May 2025 and produced a premium payable of £49,425 was payable.

The tribunal's reasons

8. Mr Stapleton provided evidence of four comparable sales of long leasehold interest properties all within 500m of the subject property which the tribunal found helpful to its determination. Three of the comparable properties were long leasehold interests, which he adjusted upwards by 1% to reflect the difference between that and a share of freehold sale. One comparable (Blythe Close) was a share of freehold sale and therefore no such adjustment was made.

9. Mr Stapleton then went on to adjust each of the four comparable properties to provide a value per sq m varying between £7,052/ sq m in May 2025 and £8,733 in November 2025 - a variance of 24%. However, the tribunal finds the average of the 4 comparable properties is per sq m is £7846. Mr Stapleton the used the rate per sq m to adjust each comparable to provide an adjusted sale price to confirm a value of £37,6622, which he rounded to £37,6625.

10. The tribunal agrees with Mr Stapleton's valuation of the term of the existing lease, which is £2,565. However, the tribunal finds Mr Stapleton's reversion valuation is not as reliable as although he used an accepted 5% yield and an accurate present value of £1 rate, the tribunal finds his starting point of taking the average of his adjusted comparables was less robust, considering the large variance in rates per sq m.

11. The mid-point of his lowest and highest adjusted comparables is £37,8865, whereas the mid-point of the two middle comparables is £37,4380, which date from December 2025 and September 2025. The tribunal is of the opinion that Mr Stapleton could have taken a step back at this point and considered these statistical variances to provide a more rounded valuation closer to £375,000.

12. However, Mr Stapleton's approach, albeit flawed, does not make a significant difference to the overall outcome in this instance, other than having a slight impact on the marriage value calculation. For that Mr

Stapleton refers to a widely quoted case in such valuations *Trustees of The Barry and Peggy High Foundation v Zucconi & Another* 14 where data on rates of relativity between freehold and adjusted values for marriage value were deemed to be 79.38%. Other data to which he compares this percentage figure is more historic and we agree with his use of this figure.

13. Therefore, adopting a figure of £37,5000 for the Extended Lease value the tribunal finds the premium payable is £49,200 as calculated below.

Calculation of premium

Reversion:		
Extended lease	£375000	
Present value £1 in 61.65 yrs @	5%	0.0494
		£18523
Freeholder's existing interest therefore		£21088.19
Calculation of Marriage Value:		
Extended Lease		£375000
Freeholders present interest		£21088
Existing lessee's interest @ 79.38%		£297675
Marriage value		£56237
Freeholders 50% share of marriage value £28118.50		
Compensation		£49206.69
		Say £49,200

Terms and period of the new lease

14. The tribunal finds the terms of the new lease to be granted are in the same terms as provided in the previous lease, except it is granted for a term of 189 years from 1 January 1988 at a peppercorn rent.

15. The terms of transfer are as set out in applicant's draft Deed of Surrender and Grant of New Lease subject to tribunal's determinations above.

16. The tribunal now remits the matter back to the county court sitting at Bromley for any further orders that are required.

Name: Judge Tagliavini **Date: 18 August 2026**

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 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. The application should be made on Form RP PTA available at https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber

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.

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).