



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

Case Reference	:	BIR/41UK/OAF/2026/0001 BIR/41UK/OC6/2026/0002
Property	:	14 Kingfisher, Wilnecote, Tamworth, B77 5NZ
Applicant	:	Philip Wilson
Representative	:	Anthony W Brunt (AWB TR 14 Kingfisher)
Respondent	:	Rajdip Kaur Rakhra
Type of Applications	:	Under section 21(1)(a) of the Leasehold Reform Act 1967 ('the Act') for determination of the price to be paid under section 9 of the Act. Under section 21(1)(ba) of the Leasehold Reform Act 1967 ('the Act') for determination of the reasonable costs to be paid under section 9(4) of the Act.
Tribunal Members	:	I.D. Humphries B.Sc.(Est.Man.) FRICS V. Ward B.Sc. Hons. FRICS Regional Surveyor Judge P. Ellis
Date and Venue of Hearing	:	None. Determined by paper submission
Date of Decision	:	28 September 2026

DECISION

Background

- 1 The Applicant holds a long leasehold interest in property known as 14 Kingfisher, Wilnecote, Tamworth, Staffs., B77 5NZ ('the property'), and served notice to acquire the freehold interest on the freeholder on 21 August 2025. Having received no reply, he applied to the Tribunal under sections 21(1)(a) and 21(1)(ba) of the Leasehold Reform Act 1967 ('the Act') to determine the price and costs of acquisition. The applications have been linked by the Tribunal.
- 2 The Tribunal issued Directions and received submissions from the Applicant but having heard nothing from the Respondent despite a warning notice and elapse of sufficient time, the Tribunal barred the Respondent from making submissions and proceeded to make its determinations.
- 3 For completeness, the timeline is:

21.8.25	The Applicant served Notice to Enfranchise on the Respondent. The Respondent's identity has been verified by copy title provided by the Applicant from H.M. Land Registry, indicating the freeholder to be Rajdip Kaur Rakhra of 159 Goodman Park, Slough, SL2 5NR. The Applicant provided evidence of service which was delivered by Royal Mail Special Delivery on 22.8.25.
21.10.25	The Applicant applied to the Tribunal to determine the price of the freehold and the freeholder's costs.
2.2.26	The Tribunal linked the applications and issued Directions in respect of the price, with a date for submissions to be received from the parties of 20.3.26.
12.3.26	The Applicant sent submissions to the Tribunal.
14.5.26	The Tribunal issued a warning Notice to the Respondent that unless submissions were received by 29.5.26, they would be barred from further involvement in the proceedings.
14.5.26	The Tribunal issued Directions for submissions on costs requesting a reply within 14 days.
29.5.26	The Respondent was barred from proceedings by default.
24.8.26	The Tribunal convened and issued Directions requesting further information from the Applicant.
9.9.26	The Tribunal reconvened to determine the price and costs.

The Law

- 4 Section 21(1)(a) provides that in default of agreement by the parties, the price of the freehold shall be determined by the Tribunal under section 9 of the Act.
- 5 Section 21(1)(ba) makes similar provision in respect of the freeholder's costs to be determined under section 9(4) of the Act.
- 6 The Applicant holds a lease in the property dated 17 January 1979 granted for a term of 99 years from 29 September 1976 at ground rent of £40 p.a., rising to £60 p.a. after 33 years and £80 p.a. for the final 33 years of the lease.
- 7 The property is shown on the lease plan as 'Plot 106' which the Tribunal is satisfied is the Applicant's property.

Facts Found

- 8 The Tribunal has not inspected the property and relies on the Applicant's written submission and photograph, together with photographs on the internet provided by Google Streetview.
- 9 The property comprises a traditional two storey semi-detached house built in the 1970s of brick and tile construction. It is located on an estate of similar houses in Tamworth, less than a mile from Junction 10 of the M42. It is on the corner of two roads known as 'Kingfisher' and 'Kestrel' and has open plan gardens to both frontages.
- 10 The accommodation comprises on the ground floor, a hall, living room, kitchen and second living room constructed within a former garage, and on the first floor a landing, three bedrooms and bathroom.

Determination of Freehold Price

The parties' Submissions

- 11 The Tribunal has received no Submission from the Respondent. It received Submissions from the Applicant and determines each element of the valuation as follows:

Method of Valuation

Applicant

Mr Anthony Brunt made written submissions on behalf of the Applicant. He valued the freehold under the Act by applying the method adopted in *Farr v Millerson Investments Ltd.* (LR/20/1970) EG 218 1177 under which the price is assessed as the sum of three elements; (i) the capitalised ground rent for the contractual term of the lease, (ii) the statutory 50 year extension comprising the present value of the 'modern' ground rent assessed under s.15 of the Act and (iii) the present value of the reversion.

- 13 The Rateable Value on the appropriate day was £174 according to a water rate demand from South Staffordshire Water Company submitted by Mr Brunt. The value of the freehold is therefore to be determined under s.9(1) of the Act.

Tribunal

The Tribunal agrees this is the most commonly applied method of valuation in the absence of direct sales or letting evidence of comparable parcels of land.

Value of Term Ground Rent

- 15 The ground rent is £40 p.a. for 33 years, £60 p.a. for the following 33 and £80 for the final 33 years of the term. The valuation date is the date of service of the Notice, 21 August 2025, at which point there were 50 years unexpired.

Applicant

Mr Brunt applies 6% as both the capitalisation and deferment rates.

Tribunal

The Tribunal agrees this represents a fair return and is in accordance with standard market practice.

Freehold Entirety Value

- 18 'Entirety value' is the notional market value of the best house that could reasonably be expected to be built on the plot at the valuation date, assuming the plot were fully developed. This forms the basis for assessment of the section 15 'modern' ground rent for the statutory 50 year lease extension.

19 Applicant

Mr Brunt provided evidence of eight sales on the estate for comparison:

<u>Address</u>	<u>Description</u>	<u>Date</u>	<u>Price £</u>
24 Nightingale	Semi-detached. Freehold.	8.8.25	275,000
9 Nightingale	Semi-detached. Freehold.	22.8.25	230,000
34 Curlew	Detached. Freehold.	29.8.25	250,000
7 Nightingale	Semi-detached Freehold.	29.8.25	221,000
50 Sandpiper	Semi-detached. Freehold	5.9.25	350,000
12 Curlew	Semi-detached.	7.11.25	185,000
3 Osprey	Semi-detached. Leasehold.	1.12.25	275,000
47 Goldcrest	Detached house, corner plot.	12.12.25	300,000

- 20 Based on this research, Mr Brunt submits that if the subject plot were fully developed, the maximum value of a hypothetical house that could reasonably have been built on the plot on 21 August 2025, i.e. 'entirety value', would have been £300,000.

21 Tribunal

Having considered the evidence the Tribunal agrees with Mr Brunt's opinion of an Entirety Value of £300,000 at the valuation date.

Site Value as Percentage of Entirety Value

22 Applicant

Mr Brunt contends for a plot value representing 33.33% of the Entirety Value.

23 Tribunal

The Tribunal applies different rates depending on the circumstances of each case, but agrees this would be a fair percentage for this property.

Deferment Rate

24 Applicant

Mr Brunt applies a deferment rate of 5.25% based on case law, referring to '*Sportelli*.'

25 Tribunal

The citation for Sportelli is *Earl Cadogan v Sportelli* [2005] LRA 50 which the Tribunal agrees is the leading authority, although there have been numerous subsequent cases and modifications applied by the market, notably *Zuckerman v Trustees of the Calthorpe Estates* [2009] UKUT 235 (LC) which relates to property in the West Midlands. With these cases in mind, the Tribunal agrees 5.25% as the appropriate rate for this property.

Freehold Standing House Value

- 26 The 'standing house value' is the present market value of the house built on site, excluding any tenant improvements, with vacant possession.

27 Applicant

Taking these sales into account, Mr Brunt submits for a present value of £275,000.

28 Tribunal

The Tribunal agrees the Standing House value at £275,000.

The Tribunal's Valuation

29 Applying these inputs, the Tribunal determines the price at:

Term 1 (contractual lease)

Ground rent	£ 60	
Years Purchase 17 years @ 6.0%	<u>10.4773</u>	£ 628
Ground rent	£ 80	
Years Purchase 33 years 6.0%	14.2302	
Present Value 17 years 6.0%	<u>0.37136</u>	<u>£ 422</u>
		£1,050

Term 2 (statutory extension)

Entirety Value	£300,000	
x plot ratio	<u>0.33</u>	
Plot Value	£ 100,000	
S.15 rent @ 5.25%	<u>0.0525</u>	
Equivalent rental value per s.15 of the Act	£ 5,250	
Years Purchase 50 years 5.25%	17.5728	
Present Value 50 years 5.25%	<u>0.077427</u>	£7,143

Reversion

Standing House Value	£ 275,000	
Present Value deferred 100 years 5.25%	<u>0.00599</u>	<u>£1,647</u>
Freehold Value		<u>£9,840</u>

Tribunal Determination of Price

- 30 The Tribunal determines the price of the freehold interest in accordance with section 9(1) of the Leasehold Reform Act 1967 to be £9,840 (Nine Thousand Eight Hundred and Forty Pounds).

Determination of Freeholder's costs

31 Applicant

Mr Brunt submits that as the title is registered, the freeholder's reasonable costs under s.9(4) of the Act should be £950 plus VAT and disbursements.

32 Tribunal

The Tribunal agrees it should be a relatively straightforward transaction but finds the submitted figure to be too low and determines that a reasonable sum would be £1,250 (One Thousand Two Hundred and Fifty Pounds) plus VAT and disbursements.

I.D. Humphries B.Sc.(Est.Man.) FRICS
Chairman

Date

Appeal to the Upper Tribunal

Any appeal against this decision must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this decision (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal and the result sought by the party making the application.