

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AK/OLR/2026/0050**
Property	**:**	**First Floor Flat 22 Fordhook Avenue, London W5 3LP**
Applicant (Tenant)	**:**	**Dr Harsha Kamalnath Alles**
Representative	**:**	**Protopapas LLP**
Respondent (Landlord)	**:**	**The Estate of Janusz Henryk Malanowicz deceased**
Representative	**:**	**None**
Type of Application	**:**	**Leasehold Enfranchisement: Missing Landlord s50-51 Leasehold Reform, Housing and Urban Development Act 1993**
Tribunal Members		**Mr D Jagger MRICS Valuer Chair**
Date of Decision	**:**	**3 September 2026**

DECISION

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Decisions of the Tribunal

(1) The Tribunal determines that the appropriate sum to be paid into Court for the leasehold interest in the **First Floor Flat, 22 Fordhook Avenue, London W5 3LP** ('the property), pursuant to sections 50 and 51 of the Leasehold Reform, Housing and Urban Development Act 1993 ('the 1993 Act'), is **£76,102** (Seventy-six thousand one hundred and two pounds)

1. This has been a paper decision which has been consented to by the applicant. The documents that were referred to are in a bundle which extends to 114 pages prepared by the applicant, plus the Tribunal's directions. The contents of which we have recorded. Therefore, the Tribunal had before it an electronic/digital trial bundle of documents prepared by the applicant, in accordance with previous directions.

The application

1. On the 21 July 2025, Protopapas LLP, the solicitors for the applicant, issued a Part 8 Claim (M01GF226) in the County Court of Brentford seeking a vesting order under section 50(1) of the Leasehold Reform, Housing and Urban Development Act 1993 ('the Act'). This was issued on the **29 July2025**. This is therefore the date of valuation, and we shall return to this matter later in this decision.

2. On 26 September 2025 District Judge M Jenkins made an order in the following terms:

3. *1 Under section50(1) of the LRHUDA 1993 the right to acquire a new lease of the property known as First Floor Flat 22 Fordhook Avenue London W5 3LP (the flat) shall be vested in the Claimant.*

2 The Claimants existing lease of the flat shall be surrendered upon the granting to him of a new lease of the flat on such terms determined by the First Tier Property Tribunal to be appropriate with a view to the lease being granted to him in a like manner (so far as the circumstances permit) as if he had, at the date of his application, given notice under section 42 LRHUDA 1993 of his claim to exercise the right to acquire a new lease of his flat.

3 The claim shall be transferred to the First Tier Property Tribunal to determine the terms of the new lease and the premium payable.

4 Upon the claimant paying into the Court the appropriate sum, the lease shall be executed by a partner at Protopapas LLP.

5 The phrase "appropriate sum" in paragraph (4) above the is the aggregate of

(a) the premium as determined by the First Tier Property Tribunal

(b) such other amount or amounts (if any) as may be determined by the Tribunal to be payable by virtue of that Schedule in connection with the grant of that lease, and

(c) any amounts or estimated amounts determined by such the Tribunal as being, due to the landlord from the tenant.

6 The Chief Land Registrar shall amend the title registrar of the flat to reflect the grant of a new lease to the claimant upon execution of the lease.

4. Following various investigations the applicants' representatives, Goodman Estates it was established that the deceased freeholder died around 1988, and a copy of the death certificate and unofficial translation is exhibited.

5. In accordance with the vesting order, the application was submitted to the First-tier Tribunal, Property Chamber and directions were issued on 19 March 2026. These provided that the case would proceed to a paper determination. The applicant has not objected to this or requested an oral hearing.

6. The paper determination took place on 3 September 2026.

7. In accordance with the directions, the applicants' solicitors supplied the Tribunal with a well prepared and helpful bundle that contained copies of relevant documents from the County Court proceedings, various title documents, the existing lease, the deed of surrender and proposed lease and an Expert Witness valuation report prepared by Mr Martin Andrew Bell MRICS dated 27 April 2026.

8. The relevant legal provisions are set out in the appendix to this decision.

The background

9. The leasehold interest in the flat is registered in name of the applicant by virtue of Title No NGL400053. The freehold of the building has been registered in the name of the respondent under title number MX283954.

10. The property is a first and second floor converted flat which forms part of a Victorian semi detached property located in an established residential area converted to form two self-contained flats approached

via a communal hallway. The first and second floor flat now has 5 bedrooms, living room, kitchen and two bathrooms with a total net internal area of 94.35m2. The net internal floor area of the first floor (the original demise) is 57.1m2. There is a communal rear garden shared between the two flats. It is stated the fabric of the building is poorly maintained with significant areas of disrepair. Internally, the flat has been refurbished with modern sanitary and kitchen fittings. The loft conversion provides additional accommodation and was undertaken on the 1 November 1987. The lease plan clearly illustrates a two-bedroom first floor flat. (the upper maisonette) and therefore the valuation is based upon the first-floor premises only as the loft conversion is treated as a leaseholder improvement.

11. **The issues**

12. The Tribunal is required to determine the premium to be paid for the extended lease in accordance with the 1993 Act and the appropriate sum to be paid into Court pursuant to section 27(1)-(7) of the Act.

13. The Tribunal is required to consider the proposed terms of the lease.

14. The Tribunal did not consider that an inspection of the flat was necessary under current circumstances, nor would it have been proportionate to the issues in dispute.

15. Having studied the various documents in the applicant's bundle, the Tribunal has made the determination set out below.

The sum to be paid into court

16. We determine that the premium payable under the 1993 Act is **£76,102 (Seventy six thousand one hundred and two pounds)**

17. and this is the appropriate sum to be paid into Court under section 27(1). Our reasons are set out as follows.

18. In his report, Mr Bell valued the premium at £76,102. This was based on Freehold value of £479,750 (Long lease value £475,000), a capitalisation rate of 7%, and a deferment rate of 5% (Sportelli). Mr. Bell used the correct 29 July 2025 as the valuation date.

1. At that date, the lease had an unexpired term of 54.65 years

2. Having carefully scrutinized the valuation report, including the comparable evidence, the Tribunal agrees the capitalisation rate of 7% which takes into account the modest ground rent with 33 year review machinery.

3. The Tribunal also agrees with the deferment rate of 5% which is based upon the Sportelli ruling.

4. The Tribunal considered the 3 comparables provided in the report. The comparable evidence is based upon the best available converted two-bedroom converted flats in the area around the date of valuation. What, Mr. Bell has not done is to make necessary adjustments for floor area and an analysis of the transactions based upon HM Land Registry House/Flat Price Index. In addition, there is no clear methodology how the long lease value of £475,000 was crystalized.

5. The report contained agents details of the comparable evidence, and a street map. The report, however, does not provide a schedule of the comparable evidence with adjustments and a clear methodology in the calculation of the long lease value.

6. It would good practice on behalf of the Valuer to provide the unexpired term of the leases for each comparable and to prepare a schedule which makes valuation adjustments in order to provide a precise methodology. Such adjustments would take into account location, internal specification, onsite parking, private garden and indexation for time lapse in comparison with the valuation date. No such schedule was provided by Mr Bell, however, despite these minor misgivings, based upon the comparable evidence the Tribunal agrees with the long lease valuations of £475,000

7. In view of the fact, the lease has an unexpired term less than 80 years marriage value is deemed to exist. In his report Mr Bell correctly calculates the relativity figure. Following the case "Deritend Investments (Birkdale) Limited v Ms Kornelia Treskonva" the current approach to calculate the issue of relativity is to use the average of the Savills and Gerald Eve 2016 unenfranchiseable graphs. This provides a figure of 74.32%.

8. There was no evidence of ground rent or service charge arrears for the flat and the Tribunal determines that no additional sums are payable under the 1993 Act. It follows that the appropriate sum to be paid in the Court is **£76,102** in accordance with Mr Bell's expert report

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Terms of the Transfer

10. We have considered the new draft lease for property set out in pages 104-114 of the bundle. We are satisfied that the terms should be approved as drafted.

Name: Duncan Jagger MRICS **Date:** 3 September 2026

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.

Appendix of relevant legislation

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Leasehold Reform, Housing and Urban Development Act 1993 (as amended)

Section 50 (1)-(3)

- (1) Where –
  (a) a qualifying tenant of a flat desires to make a claim to exercise the right to acquire a new lease of his flat, but
  (b)the landlord cannot be found or his identity cannot be ascertained
  the court may, on the application of the tenant, make a vesting order under this subsection.

- (2) Where –
  (a) a qualifying tenant of a flat desires to make such a claim as is mentioned in subsection (1), and
  (b) paragraph (b) of that subsection does not apply, but
  (c) a copy of a notice of that claim cannot be given in accordance with Part 1 of Schedule II to any person to whom it would otherwise be required to be so given because that person
  cannot be found or his identity cannot be ascertained,
  the court may on an application of the tenant, make an order dispensing with the need to give a copy of such a notice that that person.

(3)The court shall not make an order on any application under subsection (1) or (2) unless it is satisfied –

(a) that on the date of the making of the application the tenant had the right to acquire a new lease of his flat; and

(b) that on that date he would not have been precluded by any provision of this Chapter from giving a valid notice under section 42 with respect to his flat.

Section 51

(1) A vesting order under section 50(1) is an order providing for the surrender of the tenant's lease of his flat and for the granting to him of a new lease of it on such terms as may be determined by the appropriate tribunal to be appropriate with a view to the lease being granted to him in like manner (so far as the circumstances permit) as if he had, as the date of his application, given notice under section 42 of his claim to exercise the right to acquire a new lease of his flat.

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- (2) If the appropriate tribunal so determines in the case of a vesting order under section 50(1), the order shall have effect in relation to property which is less extensive than that specified in the application on which the order was

made.

- (3) Where any lease is to be granted to a tenant by virtue of a vesting order under section 50(1), then on his paying into court the appropriate sum there shall be executed by such person as the court may designate a lease which – (a) is in a form approved by the appropriate tribunal, and (b)contains such provisions as may be so approved for the purpose of giving effect so far as possible to section 56(1) and section 57 (as that section applies, in accordance with
subsections (7) and (8) below;
and that lease shall be effective to vest in the person to whom it is granted the property expressed to be demised by it, subject to and in accordance with the terms of the lease.

- (4) In connection with the determination by the appropriate tribunal of any question as to which the property to be demised by any such lease, or as to the rights with or subject to which it is to be demised, it shall be assumed (unless the contrary is shown) that the landlord has no interest in property other than the property to be demised and, for the purpose of excepting them from the lease, any minerals underlying that property.

- (5) The appropriate sum to be paid into court in accordance with subsection (3) is the aggregate of –

    - (a) such amount as may be determined by the appropriate tribunal to be the premium which is payable under Schedule 13 in respect of the grant of the new lease;

    - (b) such other amount or amounts (if any) as may be determined by such a tribunal to be payable by virtue of that Schedule in connection with the grant of that lease; and

    - (c) any amounts or estimated amounts determined by such a tribunal as being, as the time of execution of that lease, due to the landlord from the tenant (whether due under or in respect of the tenant's lease of his flat or under or in respect of any agreement collateral thereto).

- (6) Where any lease is granted to a person in accordance with this section, the payment into court or the appropriate sum shall be taken to have satisfied any claims against the tenant, his personal representatives or assigns in respect of the premium and any other amounts payable as mentioned in subsection (5)(a) and (b).

- (7) Subject to subsection (8), the following provisions, namely – (a) sections 57 to 59, and
(b) section 61 and Schedule 14,

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shall, so far as capable of applying to a lease granted in accordance with this section, apply to such lease as they apply to a lease granted under section 56, and subsections (6) and (7) of that section shall apply in relation to a lease granted in accordance with this section as they apply in relation to a lease granted under that section.

(8) In its application to a lease granted in accordance with this section

- (a) section 57 shall have effect as if –
  (i) any reference to the relevant date were a reference to the date of the application under section 50(1) in pursuance of which the vesting order under that provision was made, and
  (ii)in subsection (5) the reference to section 56(3)(a) were a reference to subsection (5)(c) above; and

- (b) section 58 shall have effect as if –
  (i) in subsection (3) the second reference to the landlord were a reference to the person designated under subsection (3) above, and
  (ii) subsections (6)(a) and (7) were omitted.

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