



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

**Case Reference** : **LON/OOBJ/OLR/2014/0970**

**Property** : **Flat 2F, 90 Ritherdon Road,  
London SW17 8QG**

**Applicant** : **Mr S Bradley (leaseholder)**

**Representative** : **MsGlennons, solicitors**

**Respondents** : **Rangecourt Limited**

**Representative** : **Rexton Law LLP, solicitors**

**Type of Application** : **An application under section 48 of  
the Leasehold Reform, Housing  
and Urban Development Act 1993**

**Tribunal Members** : **Judge James Driscoll and Mr.  
Richard Shaw FRICS (Tribunal  
Member)**

**Date and venue of  
Hearing** : **The tribunal met on 17 December  
2014 and made a determination  
on the basis of the papers.**

**Date of Decision** : **22 January 2015**

<b>DECISION</b>
-----------------

### **The Decision and the reasons for it.**

1. In this case the applicant is the leaseholder who claims a new lease under the provisions in Chapter 2 of Part I of the Leasehold Reform, Housing and Urban Development Act 1993. His landlord is the respondent to the application.
2. On 15 October 2014 the tribunal determined the premium to be paid for the new lease and it also considered an application for costs to be paid which it rejected.
3. There was a further application for the terms of the new lease to be determined. This was made by a letter sent to the tribunal by the leaseholder's solicitors dated 17 October 2014 to which a draft lease was attached.
4. Directions were given for the consideration of this application on 4 November 2014. No further papers have been sent to the tribunal by either party. In the absence of any submissions by the landlord on the form of the draft lease we considered this application on the basis of the papers filed on 17 December 2014.
5. Under section 56(1) of the Act a qualifying leaseholder is entitled to be granted a new lease in substitution for the existing lease on payment of a premium for a term expiring 90 years after the term date of the existing lease and at a nominal rent.
6. The terms of the new lease must, with few exceptions, be on the same terms as the existing lease except the term is for 90 years longer and a nominal rent is to be paid. It does not appear that any of the exceptions set out in section 57 of the Act apply to this case.
7. Having examined the draft lease prepared by the leaseholder's solicitors, and in the absence of any challenges to the draft by the landlord, we determine that the new lease should be granted on payment of the premium in the terms advanced on behalf of the leaseholder on 17 October 2014.

**Signed: James Driscoll and Richard Shaw**

Dated: 22 January 2015