SURVEYORS · SOLICITORS · SORTED

THE LEASEHOLDER'S GUIDE

Extending Your Lease

A clear, considered guide to the statutory lease extension process for flats — from first question to completed lease.

Blakes Chartered Surveyors RICS Regulated
Arcadia Law SRA Regulated

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extension.lease · London & Nationwide

EXPERTISE / INDEPENDENCE / RESULTS

WELCOME

Everything you need to extend your lease

Extending the lease on a flat is one of the most important steps a leaseholder can take to protect the value of their home. For most people it is also unfamiliar territory — a process wrapped in legal notices, valuations and deadlines. This guide is here to make it simple.

extension.lease brings together two specialist firms under one roof: **Blakes Chartered Surveyors**, who value and negotiate your premium, and **Arcadia Law**, who handle the legal notices and conveyancing. Both firms act for you from your first enquiry through to your completed, registered lease, working hand in hand throughout.

Whether you are still weighing up whether to proceed, or you have already instructed us and want a companion to refer back to, we hope you will find this guide reassuring and genuinely useful. It explains why extending matters, how the statutory process works, what it involves in time and cost, and — importantly — what happens if something unexpected arises along the way.

> *"Our aim is straightforward: to make the lease extension process simple, stress-free, and fully managed from start to finish."*
>
> THE EXTENSION.LEASE TEAM

CONSIDERING US

A clear view before you commit

Use this guide to understand the process, the likely timeline, and how our combined service works — then talk to us with no obligation.

ALREADY INSTRUCTED

A reference for every stage

Keep this to hand as your claim progresses. We contact you when there's a genuine update or a decision is needed — not to report that nothing has changed — and you can reach us with any question at any time.

INSIDE THIS GUIDE

Contents

A NOTE ON SCOPE

This guide covers statutory lease extensions for **flats** under the Leasehold Reform, Housing and Urban Development Act 1993 — the most common route for leaseholders. Houses follow a different regime under separate legislation; if you own a leasehold house, please contact us and we will advise you directly.

PART ONE

Understanding your lease

Why a lease is a wasting asset, what the 80-year threshold means for you, and where the law stands today.

WHY EXTEND

Why extending your lease matters — and why now

A lease is a wasting asset. With every year that passes the term shortens and, in most cases, the cost of putting it right rises. Extending protects both the value of your home and your freedom to sell or remortgage.

90
Additional years added to your lease under the statutory route

80
The critical threshold below which marriage value can apply

£0
Ground rent — reduced to a peppercorn on completion

> *"Once your lease drops below 80 years you may have to pay marriage value — often adding thousands, sometimes tens of thousands, to the cost."*
>
> THE 80-YEAR RULE

The most common reasons our clients choose to act are straightforward, and each is explained in plain terms throughout this guide:

- **Protecting value & mortgageability.** Lenders are cautious about short leases; a longer term makes a property easier to sell and to borrow against.
- **Avoiding marriage value.** Acting before the lease falls below 80 years can remove a significant element of the premium entirely.
- **Removing ground rent.** A statutory extension reduces your ground rent to a peppercorn — nil — for the life of the lease.
- **Peace of mind.** A long lease removes a recurring worry and makes your home easier to pass on, remortgage or sell whenever you choose.

THE 80-YEAR RULE

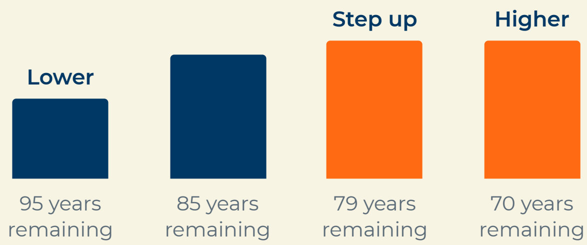
The 80-year threshold & marriage value

The single most important number in a lease extension is **80 years**. While your remaining term is above 80 years, the premium is based principally on the value of the ground rent the freeholder gives up and the eventual return of the property to them. Once the term falls to 80 years or below, an additional element called **marriage value** comes into play.

What is marriage value?

Marriage value is the increase in your flat's value that the extension itself creates. Where the lease is 80 years or shorter, the law requires this uplift to be shared — and the freeholder is entitled to **50%** of it. That share is added to the premium, which is why costs step up sharply below the threshold.

Crucially, the relevant date is when your formal notice is served. Acting while the lease is comfortably above 80 years fixes the position early and can avoid marriage value altogether.



Illustrative only. As the remaining term falls, the premium rises — and it accelerates once marriage value applies below 80 years.

OUR ADVICE

If your lease is nearing 80 years, don't leave it too late.

Because the valuation date is set when the notice is served, serving in good time — before the lease drops below 80 years — can protect you from a materially higher premium. If you are close to the threshold, speak to us promptly.

THE LEGAL FRAMEWORK

Where the law stands today

Leasehold reform has been in the headlines for several years, and it is easy to be confused about what has actually changed. The position is simpler than it sounds: your right to extend still operates under the **Leasehold Reform, Housing and Urban Development Act 1993**, and most of the widely reported reforms are **not yet in force**.

June 2022

Leasehold Reform (Ground Rent) Act 2022

Banned ground rents on most new long residential leases, setting them at a peppercorn. It applies to new leases — it does not reduce ground rents on existing leases.

May 2024

Leasehold and Freehold Reform Act 2024 receives Royal Assent

A wide-ranging Act promising significant changes to how premiums are calculated — but most provisions require further regulations before they take effect.

January 2025

The two-year ownership rule is abolished

The one reform relevant to lease extensions now in force: you no longer need to have owned your flat for two years before you can extend.

Still awaited

The wider valuation reforms

The abolition of marriage value, a 990-year extension term, and prescribed calculation rates are enacted but not yet commenced. Implementation may be several years away, and remains subject to consultation and legal challenge.

WHAT THIS MEANS FOR YOU

Today's rules still apply in full: a statutory extension adds **90 years** at a peppercorn ground rent, **marriage value** is payable where the lease is 80 years or below, and you remain responsible for the freeholder's reasonable costs. Because the timing and final shape of future reform is uncertain — and may not arrive for years, if at all — waiting in the hope of a better deal carries real risk, especially as your lease continues to shorten. This section reflects the position as at the date shown on the back of this guide; we will always advise you on the live position when you instruct us.

PART TWO

How we work

One team of specialist surveyors and solicitors, working together to deliver the right result without unnecessary delay.

OUR APPROACH

Surveyors & solicitors, under one roof

A lease extension needs both a specialist valuer and a specialist solicitor. Most leaseholders have to appoint, coordinate and chase two separate firms. With extension.lease, both firms are already working together on your behalf — so nothing falls between the cracks. Each leads at the stage suited to their expertise, which means you may deal with different members of our teams at different points, all coordinated behind the scenes.

Blakes Chartered Surveyors

RICS REGULATED — VALUATION & NEGOTIATION

i. Prepare a detailed RICS valuation report establishing the likely premium.
ii. Recommend the opening offer figure to include in your formal notice.
iii. Negotiate directly with the freeholder's surveyor to secure a fair settlement.

Arcadia Law

SRA REGULATED — LEGAL REPRESENTATION

i. Review your lease and title, and confirm your right to extend.
ii. Draft and serve the Section 42 Notice that starts your claim.
iii. Handle the counter-notice, the new lease and registration at HM Land Registry.

WHY CLIENTS CHOOSE US

- ✓ **Two firms, working together.** Your surveyor and solicitor liaise directly, so information passes between them without you having to relay it.
- ✓ **Regulated expertise.** Every stage is delivered by RICS and SRA regulated professionals with deep experience in this specialist field.
- ✓ **Clear, fixed-fee pricing.** A transparent fixed fee for the professional work, so you know where you stand from the outset.
- ✓ **Updates that matter, in plain English.** We get in touch when there's a substantive development or a decision is needed — never just to say nothing has changed — and we're always reachable for your questions.

OUR SERVICE

What our combined service covers

We act on a **fixed-fee basis** for the professional work involved in a standard statutory lease extension, so you have certainty from the start. The precise fee for your case — and the payment structure — is set out in your personal quote and covering letter. Below is what that packaged service includes, and the costs that sit outside it.

INCLUDED IN OUR SERVICE

- **RICS valuation report.** A detailed report supporting your offer and forming the basis for negotiation.
- **Premium negotiation.** All discussions with the freeholder or their surveyor, handled on your behalf.
- **Section 42 Notice.** Drafting and serving the formal notice that begins your claim.
- **Reviewing the counter-notice.** Advising you on the freeholder's response and coordinating strategy.
- **The new lease & registration.** Completing the extended lease and registering it at HM Land Registry.
- **Standard disbursements.** Routine legal disbursements within the package, so there are no surprises.

OUTSIDE OUR SERVICE

- **The premium itself.** The sum paid to the freeholder for the extension — established through valuation and negotiation.
- **The freeholder's reasonable costs.** Under the 1993 Act you pay the freeholder's reasonable legal and valuation fees.
- **Tribunal representation.** Rarely needed — the great majority of cases settle by negotiation — and quoted separately if it is.
- **Complex title or a missing freeholder.** Defective titles or an absent landlord (a vesting order) are quoted individually.

GOOD TO KNOW

We provide a tailored estimate of the whole cost of your case — premium, our fees and the freeholder's likely costs — before you commit, so you can proceed with confidence.

PART THREE

The statutory process

A defined legal path with clear stages and protections — guided by your team from first notice to completed lease.

THE PROCESS IN DETAIL — GETTING STARTED

Establishing your claim

The statutory route follows a defined sequence under the 1993 Act. Both Blakes and Arcadia Law act for you throughout, each taking the lead at the stage best suited to their expertise — Blakes on valuation and negotiation, Arcadia Law on the legal notices, new lease and registration. You may therefore deal with different members of our teams at different stages, but we work closely together toward the same result. Here is exactly what we do at each stage — much of it working away on your behalf behind the scenes.

1. **Free eligibility check & quote**
We review your lease and, where needed, obtain official copies of your title from HM Land Registry to confirm the flat qualifies and to identify the correct landlord. We check the unexpired term and ground rent, then prepare a tailored estimate covering the likely premium, our fixed fee and the freeholder's probable costs — so you understand the whole undertaking before committing.

2. **Valuation & inspection — Blakes Chartered Surveyors**
Our RICS surveyor inspects the flat, noting its size, condition and any improvements you have made (which can reduce the premium). Behind the scenes we analyse comparable sales and settlement evidence and apply the appropriate relativity, capitalisation and deferment rates — and marriage value where the lease is 80 years or below — producing a robust report that pins down a defensible premium and the figure we recommend opening with.

3. **Legal preparation of your claim — Arcadia Law**
Our solicitor examines your lease and title in detail, confirms the competent landlord and any intermediate landlords, and checks for defects that need attention. We then draft the Section 42 Notice with precision — a small error can invalidate a claim, so nothing is served until we are satisfied it is watertight.

THE PROCESS IN DETAIL — NOTICE & NEGOTIATION

Notice, response & negotiation

4

Serving the Section 42 Notice

We serve the notice on the freeholder (and any intermediate landlord), which legally starts your claim and fixes the valuation date — the reference point for the entire premium. We arrange the statutory deposit (10% of the proposed premium, or £250 if greater) and, where appropriate, register the notice to protect your position, then diarise and monitor the response deadline.

5

The freeholder's Counter-Notice (Section 45)

The freeholder now has a set period — in practice we allow around two months and ten days — during which they prepare their own valuation and serve a Counter-Notice stating their counter-premium and terms. Their surveyor may request internal access to your flat, which we will arrange. This is a quiet but active phase: the claim is progressing to timetable and there is genuinely nothing to report until the Counter-Notice arrives — at which point Arcadia Law reports to you straight away, with a copy of the offer, and brings in Blakes to advise.

6

Negotiating the premium

Our surveyors negotiate directly with the freeholder's surveyor, exchanging evidence and testing every assumption on value, relativity and rates to protect your position — and we manage all of that correspondence for you. We come to you when there is a decision to make or an offer worth considering, rather than with a running commentary on routine exchanges.

THE PROCESS IN DETAIL — AGREEMENT & COMPLETION

Agreement, completion & registration

7

Protecting your claim — Tribunal, if needed

To keep a claim alive, an application to the First-tier Tribunal (Property Chamber) is sometimes lodged within the statutory window even while talks continue — the deadline is strict, and missing it can end the claim. We prepare and file it and press on with negotiations. In practice, more than 99% of our cases settle well before any hearing.

8

Completing the new lease

Once the premium is agreed, our solicitors request the draft lease reflecting the agreed premium, check that no onerous terms are being introduced, and approve the final document before arranging execution by both parties. We then complete on payment of the agreed premium and the freeholder's reasonable costs.

9

Registration & conclusion

We register your new lease at HM Land Registry and send you the completed documents. HM Land Registry is currently experiencing significant delays, and registration can take many months. This does not affect the validity of your extension — but where you need it completed sooner (for a sale, remortgage or transfer of equity), we can apply to expedite it. Your lease is now extended.

REASSURANCE

The statutory route protects you.

Unlike an informal agreement, the statutory process carries legal safeguards: fixed timescales, a defined 90-year extension, a peppercorn ground rent, and the right to an independent Tribunal if the freeholder is unreasonable.

WORKING WITH YOU

How we keep you informed

A lease extension is, by its nature, a process with quiet stretches — statutory deadlines have to run their course, and evidence takes time to gather and exchange. How a firm handles those stretches says a great deal about it.

Some firms send a steady stream of correspondence that, in truth, amounts to little more than *"nothing has happened yet."* It fills an inbox and can even be charged for, but it tells you nothing useful. **We take a different view.**

- **We contact you when it matters.** You will hear from us when there is a substantive development — a counter-notice received, an offer to consider, terms agreed — or when a decision or instruction is needed from you.
- **We explain, clearly, at those moments.** When we do get in touch, we set out what has happened, what it means, and what (if anything) we need from you — in plain English, not legal jargon.
- **Behind the scenes, work continues.** Between updates, your claim is progressing: deadlines are diarised and monitored, evidence is prepared, and negotiations are advanced on your behalf.
- **You can always reach us.** If a question arises at any point, simply call or email. We are glad to hear from you and will respond promptly — you never need to wait for a scheduled update.

IN SHORT

Meaningful updates, not noise — and always reachable.

We would rather earn your confidence through steady progress and clear communication at the moments that count than reassure you with messages that say nothing at all.

WHAT TO EXPECT

The expected timeline

Every case is different, but a straightforward statutory lease extension typically follows this rhythm. Timescales depend on negotiations and the cooperation of the parties.

Weeks 1–3
Valuation & preparation
We inspect and value your flat, confirm your eligibility, and prepare the Section 42 Notice.

Month 1
Notice served
The Section 42 Notice is served on the freeholder and the valuation date is fixed. The deposit is paid.

By month 3
Counter-notice received
After around two months and ten days, the freeholder responds with their counter-offer and proposed terms.

Months 3–6
Negotiation & agreement
Surveyors negotiate the premium. Some cases settle within weeks; others take several months.

Months 6–9 (typical)
Completion & registration
The new lease completes and is registered at HM Land Registry. Many cases finish sooner; where a freeholder is slow it can take 9–12. We can ask HM Land Registry to expedite where necessary.

6–9
Months, on average, to complete a statutory claim

4–5
Months in which many straightforward cases complete

99%+
Of our cases settle without a Tribunal hearing

PART FOUR

Answers & reassurance

The questions leaseholders ask most often — and calm, practical answers to the issues that occasionally arise during a claim.

FAQS — ELIGIBILITY

Do I qualify?

Q Am I entitled to extend my lease?

Most leaseholders have a statutory right to extend, provided the flat is held on a long lease (one originally granted for more than 21 years). Since the two-year ownership rule was abolished in January 2025, you no longer need to have owned the flat for a set period first.

Q Do I need to live in the flat?

No. There is no residence requirement. You can extend whether the flat is your home, is rented out as an investment, or is currently empty.

Q How many years will be added?

Under the statutory route, 90 years are added to your existing unexpired term, and the ground rent is reduced to a peppercorn (nil). For example, a lease with 85 years remaining becomes 175 years on completion.

Q I've inherited a flat with a short lease — can I still act?

Yes. Personal representatives can generally exercise the right to extend as part of administering an estate. It is often sensible to do so, as a longer lease makes the property easier to sell. We can advise executors on the best approach.

Q Can I extend while I'm buying the flat?

Often, yes. A seller can serve the notice and assign the benefit of it to you on completion, allowing your extension to proceed straight after purchase — or sometimes to complete alongside it. This is a common and valuable arrangement when buying a short-lease flat.

FAQS — COST & THE PREMIUM

What will it cost?

Q What makes up the total cost?

There are three parts: the premium paid to the freeholder; your own professional fees (surveyor and solicitor); and the freeholder's reasonable legal and valuation costs, which you are responsible for under the 1993 Act. We provide a tailored estimate of all three before you commit.

Q What determines the premium?

Principally your flat's value, the number of years left on the lease, and the ground rent. Where the lease is 80 years or below, marriage value is added, which increases the premium. Our valuation sets out the figures clearly.

Q Can the premium be negotiated?

Yes. The premium sits within a range, and skilled negotiation between surveyors is where real value is protected. Securing a fair figure is exactly what our valuation and negotiation service is for.

Q How can I fund the cost?

Common options include savings, remortgaging or a further advance, or bridging finance. Only a modest proportion of the total is usually payable at the outset, with the balance due on completion months later — which gives time to arrange funds. Lenders often view a lease extension favourably, as it improves their security.

Q Do I pay the freeholder's costs even if I withdraw?

Generally you are responsible for the freeholder's reasonable costs incurred up to the point of withdrawal. We always talk through the implications with you before any such decision, so there are no surprises.

FAQS — AFTER THE NOTICE

After your notice is served

Q What happens immediately after my notice is served?

Serving the Section 42 Notice fixes the valuation date and starts the statutory clock. The freeholder then has a set period — in practice we allow around two months and ten days — to prepare their own valuation and respond with a Counter-Notice.

Q Will the freeholder need access to my flat?

Possibly. To prepare their valuation, the freeholder's surveyor may request internal access to your property. If they do, we are obliged to facilitate it, and we will arrange a convenient appointment with you. Not every case requires internal access.

Q Why haven't I heard anything during this period?

This is the quietest phase of a claim, and it is entirely normal. While we await the Counter-Notice there is genuinely nothing to report — but your claim is progressing exactly to timetable behind the scenes. We will be in touch the moment the Counter-Notice arrives. You are, of course, always welcome to contact us in the meantime.

Q Can the freeholder simply ignore my notice?

Not without consequence. If the freeholder fails to serve a valid Counter-Notice by the deadline, we can apply to the court for your extension on the terms set out in your notice. The statutory timetable works in your favour.

FAQS — COUNTER-NOTICE & NEGOTIATION

The counter-notice & negotiation

Q What happens when the Counter-Notice arrives?

Arcadia Law reports to you with a copy of the freeholder's offer and proposed terms, and copies in Blakes to advise whether negotiation is worthwhile. This is a substantive milestone, so you will hear from us promptly.

Q How do you decide whether to negotiate?

Our surveyors assess the freeholder's figures against our own valuation. If there is room to secure a fairer premium, we take negotiations forward on your behalf. If the offer is already fair — or negotiation would not be viable or cost-effective — we will tell you so plainly and seek your confirmation before proceeding.

Q How long does negotiation take?

The Act allows up to six months from the Counter-Notice to agree the premium and terms, but in reality it varies greatly from one freeholder to another. Some settle within a matter of weeks; others take several months. We always take your circumstances into account.

Q Will you always push for the lowest premium?

Yes — securing the lowest justifiable premium is our aim on every case. Occasionally, where you have a pressing deadline such as a pending sale or remortgage, it can be sensible to take a commercial view and agree a little earlier. We will always explain the trade-off and leave the decision with you.

FAQS — TIMESCALES & COMPLETION

Timescales through to completion

Q What happens once the premium is agreed?

Once the premium is agreed with you and the freeholder's surveyors, Arcadia Law progresses the matter to completion — requesting the draft lease that reflects the agreed premium, checking that no onerous terms are being introduced, and ensuring your interests are protected within the framework of the legislation.

Q How long does the new lease take to finalise?

Receiving, reviewing and preparing the new lease for your approval typically takes around two months from the premium being agreed, though it can be quicker or slower depending on how promptly the freeholder's representatives respond. We chase regularly to keep matters moving.

Q What is the realistic overall timescale?

In our experience — across thousands of cases each year — most statutory claims complete within six to nine months on average. We have completed many in as little as four to five months; where a freeholder is particularly slow or takes an unreasonable position, it can take nine to twelve. We will never rush a case in a way that ultimately compromises your interests.

Q What if the freeholder is unreasonable?

On occasion we may apply to the County Court or the First-tier Tribunal for a determination of the terms — where we see a commercial benefit in doing so, to protect a claim, or to encourage the other side to concede an unreasonable position. Our practitioners are experienced across a wide variety of landlords and stumbling blocks, and work diligently to meet deadlines and secure the best possible terms efficiently and economically.

Q Why can registration take so long — and can it be sped up?

HM Land Registry has experienced extensive delays, and it is not unusual for a new lease to take up to around two years to be registered after completion. This does not affect the validity of your extended lease. Where you need registration completed sooner — for a sale, remortgage or transfer of equity, for example — our solicitors can apply to expedite it so it happens much more quickly.

FAQS — SELLING & ASSIGNMENTS

Selling your flat & your lease extension

If you may sell in the foreseeable future, the timing of your lease extension deserves careful thought. A little planning can make a real difference to the price you achieve and the range of buyers you attract.

Since the two-year ownership requirement was removed in January 2025, we have seen less need to *assign* a lease extension claim to a buyer. A purchaser now qualifies to extend as soon as their ownership is registered, so in many cases they can simply start their own claim rather than take over yours.

We can still assign an in-progress claim to a buyer where that genuinely suits, but our general recommendation is different. Wherever possible, we advise that your lease extension is **well advanced before you put the property on the market** — or, ideally, has already completed. This lets you sell on the best possible terms, achieve full market value, and appeal to the widest range of buyers, including those relying on mortgage funding (lenders are often wary of short leases).

It has also become increasingly common for buyers' solicitors to advise against taking on an assigned claim — because of the uncertainty over the final agreed terms and over HM Land Registry timescales. A landlord's solicitor will usually not progress an assigned claim until the new owner is registered, which can take many months.

PLANNING TO SELL WITHIN 9–12 MONTHS?

Talk to us early — timing is everything.

Please discuss any planned sale with us at the outset. We will advise on the most suitable course of action — whether to complete the extension first, market with a claim in progress, or assign to your buyer — so your sale proceeds on the strongest possible footing.

WHEN ISSUES ARISE

If something unexpected comes up

Lease extensions occasionally throw up complications. Almost all of them are familiar to us and have a well-trodden solution. Here is how we handle the most common ones.

Q My freeholder can't be traced — what now?

A missing or absent freeholder does not defeat your claim. The law provides a route through the court — a vesting order — that allows the extension to proceed and the premium to be determined by the Tribunal. We handle these cases regularly.

Q My freeholder has died, or the company has been dissolved.

The right to extend still exists; it is simply directed at whoever now holds, or should hold, the freehold interest. We identify the correct party — personal representatives, a successor, or the Crown — and take the appropriate steps.

Q There's a defect in my lease or title.

Title defects — missing documents, plan discrepancies or drafting errors — can often be corrected as part of the extension. We will identify any issues early and advise on the best way to resolve them.

Q Might anyone else need to be served, such as a management company?

Sometimes. Following our legal review of the title, it may emerge that an intermediate landlord or a third party to the lease — often a management company — must also be served with the notice for your claim to be valid. In most cases this is not required, but where it is, we will explain it to you; it attracts only a modest supplement to the legal costs.

Q The freeholder has offered me an informal deal.

Informal offers can look attractive but carry no statutory protection: the term and ground rent are whatever the freeholder proposes, and there is no right to a Tribunal if talks break down. We will compare any informal offer against your statutory entitlement so you can decide with full information.

WHEN ISSUES ARISE

Delays, disputes & the Tribunal

Q What if the freeholder is slow or unresponsive?

The statutory timetable works in your favour. The freeholder must respond by the deadline in your notice, and if they miss it there are routes to press the claim forward — including applying to the court for the extension on your proposed terms. We chase regularly to keep the process moving.

Q What if we can't agree the premium?

If negotiations stall, either party can ask the First-tier Tribunal (Property Chamber) to determine a fair premium. In practice this is rarely necessary — more than 99% of our cases settle by agreement — and simply making the application often brings matters to a swift, sensible conclusion.

Q Should I be worried about going to Tribunal?

No. The Tribunal is an independent, specialist body that exists to protect leaseholders where a freeholder is unreasonable. It is a safeguard, not a threat — and if your case does need it, we will guide and represent you throughout.

Q Can I withdraw once I've started?

You can, though there are cost consequences — and the notice cannot simply be re-served immediately. We will always talk through the implications before any decision, so there are no surprises.

OUR PROMISE

If a complication arises, you won't face it alone.

Between our surveyors and solicitors we have handled thousands of lease extensions, including the tricky ones. Whatever comes up, we will explain it in plain terms, set out your options, and take care of it on your behalf.

REFERENCE

Glossary of key terms

Premium
The price paid to the freeholder for the lease extension.

Marriage value
The uplift in the flat's value created by extending. Payable, and shared 50/50, only where the lease is 80 years or below.

Peppercorn ground rent
A nominal rent of nil — the ground rent payable after a statutory extension.

Section 42 Notice
The tenant's formal notice that starts the statutory claim and fixes the valuation date.

Section 45 Counter-Notice
The freeholder's formal reply, admitting the claim and setting out their counter-offer and terms.

Valuation date
The date the Section 42 Notice is served — the reference point for calculating the premium.

Freeholder / landlord
The owner of the freehold (or superior) interest from whom the extension is sought.

First-tier Tribunal
The independent body (Property Chamber) that determines the premium or terms if the parties cannot agree.

Vesting order
A court order allowing an extension to proceed where the freeholder is missing or cannot be traced.

Disbursements
Routine third-party costs, such as Land Registry fees, incurred during the legal work.

THE 1993 ACT

Throughout this guide, "the 1993 Act" means the Leasehold Reform, Housing and Urban Development Act 1993 — the legislation that gives qualifying leaseholders of flats the right to a statutory lease extension.

NEXT STEPS

Ready when you are

The first step is simple and free: a no-obligation conversation to check your eligibility and give you a clear estimate of the process and costs. Whenever you're ready, we're here to help.

1	**Get in touch** Call us, send a message, or book a convenient time online.
2	**Free eligibility check & quote** We confirm your right to extend and set out a tailored estimate of the whole process.
3	**We take it from there** Our surveyors and solicitors manage your claim through to completion, each leading at the stage best suited to their expertise.

Speak to us

TELEPHONE
020 7388 0000

WHATSAPP
Message us anytime

Write or book

EMAIL
hello@extension.lease

BOOK A CALL
calendly.com/hello-extension

Find us

OFFICE
15 Approach Road
London SW20 8BA

ONLINE
extension.lease

DON'T LEAVE IT TOO LATE

If your lease is nearing 80 years, acting sooner protects you.

Because the valuation date is set when your notice is served, getting started in good time can make a material difference to the cost. Talk to us today — there's no obligation.

SURVEYORS · SOLICITORS · SORTED

Everything you need to extend your lease — expert valuation and legal representation, together under one roof.

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A trusted partnership between Blakes Chartered Surveyors (RICS Regulated) and Arcadia Law (SRA Regulated).