



A leaseholder's guide to

Missing Landlords and Vesting Orders

Extending a lease or buying a freehold
when the landlord cannot be found

01 • AT A GLANCE

When there is nobody to serve

Every statutory claim to extend a lease or buy a freehold begins with a notice served on the landlord. Where the landlord cannot be found, that first step is impossible — and many leaseholders assume the rights are therefore lost.

They are not. The 1993 Act anticipates exactly this situation. Instead of serving a notice you apply to the county court for a vesting order: the court dispenses with the notice, the Tribunal fixes the price, the premium is paid into court rather than to the landlord, and a district judge signs the new lease or transfer on the landlord's behalf.

It is slower and more procedural than an ordinary claim, and it demands real evidence that the landlord cannot be traced. It is also one of the more satisfying results in leasehold practice: a flat that could not be sold or mortgaged becomes, in the end, entirely ordinary.

HOW IT WORKS, IN OUTLINE

Section 50 the provision under which the court makes a vesting order for a new lease of a flat

Part 8 the form of claim issued in the county court to start it

Claim date the valuation date is the date the claim is issued, not the date of any notice

Into court where the premium is paid, because there is nobody entitled to receive it

9–18 months a realistic timetable from instruction to a registered new lease

This guide concerns long residential leases in England and Wales. Where the landlord can be identified but simply will not respond, a different route applies — see page 3.

02 • WHICH PROBLEM IS IT?

Is your landlord actually missing?

Four situations get described as an absent landlord. They have quite different answers, and starting down the wrong road costs months.

The situation	What it means	The route
Cannot be found	Identity known or unknown, but no trace despite proper enquiry	Vesting order from the county court under section 50 or 26
Known but silent	Traceable, served, but no counter-notice given	Application to court under section 49, or section 25 for a freehold purchase
Company dissolved	The freehold has vested in the Crown as bona vacantia	Purchase from the Bona Vacantia Division, or restore the company
Landlord has died	No grant of representation, or no traceable personal representatives	Often a vesting order, sometimes service on the personal representatives

The distinction that matters

A vesting order is available only where the landlord cannot be found or cannot be identified. It is not a remedy for a landlord who is simply unhelpful, uncontactable by telephone, or living abroad at a traceable address. Where the landlord's whereabouts are known, the notice must be served, and the remedy for silence is the ordinary one.

Equally, where a corporate landlord has been dissolved, the freehold is not ownerless — it belongs to the Crown, and the Crown can be identified. That is a purchase, not a vesting order, and the two are frequently confused.

WHERE THE LANDLORD HAS DIED AND NOBODY HAS TAKEN A GRANT

This is the situation most often misdiagnosed as a missing landlord. Where a freeholder has died and no grant of representation has been taken out, the estate vests in the Public Trustee, and notices can be served on the Public Trustee instead.

That is frequently quicker and considerably cheaper than a vesting order, and it is worth eliminating before proceedings are contemplated. A probate search costs very little and settles the question.

03 • THE PRACTICAL PROBLEM

Living with an absent landlord

Before the legal question arises, there is usually a building with nobody looking after it. That is what brings most leaseholders to us.

What tends to have happened

- No ground rent demanded for years, and no service charge collected – which feels like a saving until the roof needs replacing.
- Nobody insuring the building, or an old policy in a name nobody recognises. Leaseholders sometimes discover this only after a flood.
- No repairs to the structure or common parts, and no mechanism to fund any.
- No consents obtainable, so alterations go ahead undocumented and subletting happens in breach of covenant.
- Leases running down towards eighty years and beyond, with no way to extend them.

And then somebody tries to sell

This is the point at which the problem becomes urgent. The buyer's solicitor asks for the landlord's details and the last three years' service charge accounts, and there are none. Most lenders will not advance against a flat with an absent landlord unless the position is addressed or insured, and the sale either falls through or completes at a discount.

Absent landlord indemnity insurance is available and will satisfy some lenders, but it is a patch rather than a repair – and crucially, once the landlord has been approached, the ability to insure is generally lost. That is a reason to take advice before writing any letters.

What to do first, before any claim

- **Get the building insured.** Leaseholders can ordinarily arrange cover between them in the meantime, and an uninsured block is a far more urgent problem than an unextended lease.
- **Collect every document that names the freeholder.** Old ground rent demands, licences, insurance schedules, correspondence in a drawer. These are what a search is built from.
- **Take advice before writing to anybody.** An approach to a landlord who then does not respond can close off the indemnity insurance route without advancing anything.

Proving the landlord cannot be found

This is where these cases are won or lost. The court must be satisfied that the landlord cannot be found or identified, and it will not take that on assertion. Thin evidence is the commonest cause of delay and of adjourned hearings.

What a court expects to see

- Official copies of the freehold title and of every intermediate title, showing the registered proprietor and any address for service.
- Companies House searches where the landlord is or was a company, including whether it has been dissolved and when.
- A tracing agent's report. This is not optional in practice — the court wants an independent professional search, not the leaseholder's own efforts.
- Recorded delivery correspondence to every known address, with the envelopes and any returned post retained.
- Enquiries of the managing agent, the previous solicitors, the ground rent collector, and the other leaseholders in the building.
- Probate searches where the landlord may have died, and enquiries of any personal representatives identified.

Expect the court to require advertising. A common direction is publication in the London Gazette, one local newspaper and one national newspaper, with the vesting order to follow only if the landlord fails to respond within a set period. Build that time into the timetable from the outset rather than treating it as a setback.

Keep the record as you go

Every search, letter and telephone note becomes an exhibit to a witness statement. Assembling it retrospectively is far harder than keeping it contemporaneously, and a well-organised bundle is the single thing most likely to get a case dealt with on paper rather than at a hearing.

05 • EXTENDING A LEASE

A new lease by vesting order

Where a flat owner wants a lease extension and the landlord cannot be found, the claim proceeds under sections 50 and 51 of the 1993 Act.

What the court does

On a Part 8 claim, the court may dispense with the requirement to serve a section 42 notice and make a vesting order. The order provides for a new lease to be granted on terms determined by the First-tier Tribunal, as if the applicant had served a section 42 notice on the date the claim was issued.

What the Tribunal does

The Tribunal determines the premium under Schedule 13 in the ordinary way, approves the form of the new lease, and settles the terms. In most of these cases it does so on the papers, without a hearing, provided the bundle and the valuation evidence are in order.

And then the lease is signed for the landlord

Once the sum determined by the Tribunal is paid into court, a person designated by the court — in practice a district judge — executes the new lease. It is effective to vest the property in the leaseholder exactly as if the landlord had signed it, and it is registered at HM Land Registry in the ordinary way.

Nobody to argue with, which cuts both ways

In a negotiated claim two valuers exchange positions and the premium settles between them. Here there is no opposing valuer and no settlement: the Tribunal determines the figure on the evidence in front of it. That is not the advantage it first appears. The Tribunal is not bound by the figure you propose, and it will examine the valuation carefully precisely because nobody else is going to — a determination above the applicant's own figure is perfectly possible.

So the valuation matters more here than in a negotiated claim, not less. It should be prepared as evidence rather than as an opening position, because there is no opportunity to negotiate afterwards.

TWO TECHNICAL POINTS WORTH KNOWING

The valuation date is the date the claim is issued, not the date of any notice. That has a real effect where a lease is close to eighty years, and it means the claim should be issued promptly once the evidence is ready rather than left while other matters are tidied up.

In deciding what is to be demised and with what rights, the Tribunal assumes — unless the contrary is shown — that the landlord has no interest in any property other than that being demised. It is a sensible assumption when nobody is there to prove otherwise, and it occasionally works to a leaseholder's advantage.

Buying the freehold instead

The same machinery exists for a collective purchase of the freehold, and for a leaseholder of a house. The structure is identical; only the sections and the valuation basis differ.

A block of flats: section 26

Where the leaseholders of a qualifying building want to buy the freehold and the landlord cannot be found, they apply for a vesting order under section 26. The order vests the freehold in a person the applicants appoint — ordinarily the company they have formed for the purpose — on terms determined by the Tribunal, as if a section 13 notice had been given on the date of the application.

The price is assessed under Schedule 6, exactly as in a negotiated claim, and is paid into court together with any sums the Tribunal determines are due to the landlord from the leaseholders. A conveyance is then executed by a person the court designates.

A house: the 1967 Act

A leaseholder of a house whose landlord cannot be found has an equivalent route under the Leasehold Reform Act 1967, and in practice the applications are prepared in much the same way and on much the same evidence.

Which Act applies is not always obvious

A building that looks like a house may be a flat for these purposes, and a building that looks like flats may contain a house. The definitions in the two Acts do not track the ordinary meaning of the words, and the answer determines the route, the valuation basis and therefore the price. Where the lease is very long and the ground rent nominal, the premium a Tribunal determines can be very small indeed — occasionally a great deal less than the cost of the application.

Where only one of several landlords is missing

Buildings often have an intermediate landlord as well as a freeholder, and only one of them may be untraceable. The claim can still proceed: the court can dispense with service on the missing party while the claim against the others runs in the ordinary way. It needs identifying at the outset, because it changes both the procedure and the costs.

From instruction to issue

Nine to eighteen months is realistic, and the first third of it is spent on evidence rather than on law.

01**Establish entitlement and identify the target****2 TO 4 WEEKS**

We confirm that the lease qualifies, obtain the freehold and any intermediate titles, and establish precisely whose interest has to be acquired. There is no minimum period of ownership, so a recent purchase is no obstacle.

At the same time we work out which of the four situations on page 3 you are actually in, because that determines everything that follows.

02**Build the evidence****6 TO 12 WEEKS**

Tracing agent instructed, searches carried out, correspondence sent and recorded, enquiries made of agents, neighbours and former solicitors. Probate searches where the landlord may have died.

This stage cannot be rushed and should not be skimmed. A claim issued on thin evidence is adjourned for better evidence, which costs more than gathering it properly first.

03**Valuation****ALONGSIDE THE EVIDENCE**

A valuer with enfranchisement experience prepares a report for the Tribunal. Because the valuation date is the date of issue, the report is prepared to that date and the claim is issued once it is ready.

From issue to registration

04

The Part 8 claim

ISSUE, THEN 2 TO 6 MONTHS

The claim is issued in the county court with witness statements and the evidence bundle, seeking an order dispensing with service and a vesting order.

05

The vesting order and the Tribunal

3 TO 6 MONTHS

If the landlord does not emerge, the court makes the vesting order and refers the valuation and the terms to the First-tier Tribunal. The Tribunal determines the sum to be paid into court and approves the form of the lease or conveyance, usually on the papers.

06

Payment in, execution and registration

6 TO 10 WEEKS

The determined sum is paid into court, a district judge executes the lease or transfer, and the title is registered. The money stays in court, and the landlord can claim it if they ever reappear.

At that point the flat is ordinary again: saleable, mortgageable, and with a lease long enough to stop worrying about.

IF THE LANDLORD TURNS UP

It happens, and usually in response to the advertising. The claim then proceeds as a conventional one: a section 42 or section 13 notice is served and the ordinary timetable applies. The work done on evidence is not wasted, but the timetable resets — which is another reason not to leave a claim until a sale is already agreed.

If they surface after the premium has been paid into court, they may claim the money on proof of title. What they cannot do is undo the lease or reopen the price, which the Tribunal has already determined and the court has already given effect to.

What it costs, and where the money goes

A vesting order claim costs more than a negotiated lease extension, because there is a court process. It also has one significant saving: there is no landlord to pay costs to.

01

The premium

Determined by the Tribunal under Schedule 13 for a lease extension, or Schedule 6 for a freehold, on exactly the same basis as a negotiated claim — including marriage value where a lease is below eighty years. It is paid into court, not to anybody.

02

Evidence and valuation

A tracing agent's report, searches, recorded delivery correspondence and any advertising placed, together with your valuer's fee for a report prepared to the standard the Tribunal expects.

03

Legal and court costs

Your solicitor's fees for the claim, the witness statements and the Tribunal reference, plus the court issue fee and the Tribunal's application and hearing fees. There is no landlord's cost schedule to meet, which in an ordinary claim is a substantial item.

04

Recovery from the premium

The court has in practice ordered a claimant's assessed costs to be deducted from the sum paid into court. It is not guaranteed, and it should not be assumed in a budget — but it is worth asking for, and we do.

ON GROUND RENT ARREARS

The sum paid into court can include amounts the Tribunal determines are due from the leaseholder to the landlord — unpaid ground rent, for instance. Years of uncollected rent do not simply disappear because nobody asked for it, though the usual limitation period applies. It is better to have this quantified in the claim than raised later.

What else may be needed

A vesting order solves the lease. It does not, by itself, solve a building that nobody is managing — and in the meantime the leaseholders still have to live in it.

Getting the building managed

Where the real problem is management rather than ownership, the First-tier Tribunal can appoint a manager on an application under Part II of the Landlord and Tenant Act 1987. Where the landlord cannot be found, the Tribunal can dispense with the preliminary notice that would ordinarily have to be served. A manager can insure, repair and collect service charges, which addresses the immediate risk while a longer claim runs.

Dissolved companies and the Crown

Where the landlord was a company that has been struck off, the freehold has vested in the Crown as bona vacantia. The Bona Vacantia Division will usually sell it — often to the leaseholders — or may disclaim it. The alternative is to restore the company to the register, which is possible for a limited period and by a former director or member. Our guide to owning your freehold deals with this at greater length.

Selling before the claim finishes

A claim in progress is not a bar to selling. The benefit of it can be assigned with the flat, and a buyer's solicitor is generally reassured by an issued claim and a clear timetable in a way that they are not by an unaddressed absent landlord. What does not work is starting the claim after the buyer has been found.

An acquisition order

The 1987 Act also allows a majority of qualifying leaseholders to apply to the court for an order compelling the transfer of the landlord's interest, where the landlord is in breach of its obligations or a manager has been in place for a period. It is less used than enfranchisement, but where the substance of the complaint is years of neglect rather than the length of a lease, it is worth considering alongside a vesting order.

WHAT REFORM WILL CHANGE

The Leasehold and Freehold Reform Act 2024 transfers most enfranchisement jurisdiction from the county court to the First-tier Tribunal. Once commenced, the present two-stage route — court for the vesting order, then Tribunal for the price — should become a single set of proceedings, which ought to make these claims quicker and cheaper.

That provision is not in force and no commencement date has been given, so claims brought today follow the two-stage route described here. Our guide to leasehold reform sets out the wider position.

Why instruct Arcadia Law

Missing landlord claims are a small and unglamorous corner of leasehold practice in which experience makes a disproportionate difference. Most of the delay in these cases is avoidable, and most of it is caused by evidence that was not good enough the first time.

Arcadia Law is a specialist leasehold practice and we deal with vesting order applications regularly — for individual flat owners, for groups buying a freehold, and for leaseholders of houses. We also act for landlords, which means we know what a court will and will not accept as proof that somebody cannot be found.

How we work

- **We diagnose before we issue.** Missing, silent, dissolved or deceased — each has a different route, and identifying which you have is the first hour's work, not the third month's.
- **We build the evidence to the standard the court expects.** Tracing agents we use regularly, searches organised into a bundle, and a witness statement that answers the questions a district judge will ask.
- **Court and Tribunal in one hand.** The Part 8 claim, the directions, the advertising, the Tribunal reference and the valuation evidence are handled together rather than passed between firms.
- **We ask for costs from the premium.** Not always granted, but worth pursuing, and it materially changes the economics of a smaller claim.
- **And the building, not just the lease.** Management orders, insurance in the interim, dissolved company freeholds and purchases from the Crown, so that the whole problem is dealt with rather than one part of it.

A WORD ON EXPECTATIONS

These claims take time, and much of that time is outside anybody's control: court listing, directions for advertising, and the period allowed for a landlord to respond. What we can control is that nothing waits on us, that the evidence does not have to be done twice, and that you know at the outset roughly what it will cost and roughly how long it will take.



Arcadia Law is a member of the Association of Leasehold Enfranchisement Practitioners.

Where to start

If you do not know who your landlord is, or nobody has collected the ground rent for years, that is the point at which to ask.

01

Tell us what you know

A SHORT CALL, AT NO COST

The lease if you have it, the name on any old ground rent demand, and when anybody last heard from the landlord. We can obtain the titles.

02

We tell you which problem you have

WITHIN A FEW DAYS

Whether this is a vesting order case, a purchase from the Crown, or a landlord who can in fact be traced — and what the realistic cost and timetable are.

03

We run it

FROM THAT POINT ON

Evidence, valuation, the Part 8 claim, the Tribunal reference and registration — with a management order alongside if the building needs one.

SPEAK TO US

Arcadia Law Ltd

15 Approach Road, London SW20 8BA

020 8546 6630 info@arcadialaw.co.uk arcadialaw.co.uk

General information only, reflecting the law of England and Wales as at 26 July 2026, and not legal advice. Whether a vesting order is available, and what evidence a court will require, depends on the facts of the particular case. Timescales are typical rather than guaranteed and depend substantially on court listing. Take advice before approaching a landlord you cannot trace, as doing so may affect the availability of indemnity insurance. Arcadia Law Ltd is a private limited company registered in England and Wales, company number 10043933, registered office 15 Approach Road, London SW20 8BA. Authorised and regulated by the Solicitors Regulation Authority, SRA number 629605. © Arcadia Law Ltd 2026. The ALEP name and logo are the property of ALEP and are reproduced under licence to member firms.