



FIRST-TIER TRIBUNAL

**PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

- Case References** : **LON/OOAE/LSC/2022/0186 and
LON/OOAE/LVT/2023/0003**
- Properties** : **Flats 5 and 11 Book Centre Mansions,
North Circular Road, London NW10
oJD**
- Applicant/Tenant** : **Duchess Home Ltd**
- Representative** : **Ms Ebele Muorah of EB Electric
Limited (Company Number
093611809, formally incorporated as
Duchess Place Limited) and
accompanied by Mr Aaron Muorah.**
- Respondent/Landlord** : **Twincross Investments Ltd**
- Representative** : **Mr Aron Sanger**
- Type of Application** : **Liability to pay service charges and to
vary two or more leases by a majority**
- Tribunal Members** : **Tribunal Judge Roger Cohen**
**Tribunal Member Alison Flynn MA
MRICS**
- Date of hearing** : **21 August 2023**
- Date of Decision** : **26 September 2023**

**Amended on 11 & 29 January 2024
pursuant to rule 50**

DECISION

DECISION

1. The former application (referred to below as **case 186**) is withdrawn without any order being made.
2. The latter application (referred to below as **case 3**) is dismissed.
3. Directions are made as to the Applicant's application under section 20C Landlord and Tenant Act 1985.

BACKGROUND

4. On 27 May. 2022, Duchess Home Ltd ("**Duchess**") applied to the tribunal for determinations as to its liability to pay and the reasonableness of service charges in respect of its leases of flats 5 and 11 Book Centre Mansions, North Circular Road London NW10. The flats will be referred to as "**the Properties**" and Book Centre Mansions as "**the Building**".
5. The application was made against the landlord, Twincross. Investments Ltd ("**Twincross**").
6. Duchess applied to the tribunal under section 27A of the Landlord and Tenant Act, 1985 to consider the service charges for each of the service charge years from the year ending 31 December 2018 up to and including the year ending 31 December 2022 and the current year, ending 31 December 2023.
7. This application is that under case reference **LON/OOAE/LSC/2022/0186** ("**case 186**").
8. On 21 February 2023 Duchess applied to the tribunal for variations of the service charge provisions in its leases. The application was made against Twincross and is proceeding under case reference number **LON/OOAE/LVT/2023/0003** ("**case 3**"). The application form completed on behalf of Duchess was apt for applications under any of sections 35, 36, 37 and 38 of the Landlord and Tenant Act 1987 ("the 1987 Act"). Duchess did not stipulate on the application form on which section it relied.
9. Duchess also made applications under Section 20C Landlord and Tenant 1985 for orders limiting the payment of landlord's costs.
10. Directions were made by the tribunal concerning case 186 on 27 July 2022, 18 January 2023 and 7 February 2023. The upshot was that case 186 was directed to be heard at a face to face or in person hearing with a time estimate of up to one day on 21 August 2023.
11. Directions were made by the tribunal concerning case 3 on 10 May 2023. The tribunal directed that case 3 was to be heard at the same hearing with case 186.
12. In neither case was an inspection of the property directed before the hearing. No request for an inspection was made at the hearing. The tribunal at the hearing did not consider an inspection to be necessary. Accordingly, no inspection took place.

13. At the outset of the hearing, Mr Aron Sanger who appeared as a director of Twincross and its representative informed Ms Ebele Muorah who appeared ~~as a director~~ on behalf of Duchess and its representative that, following a change of managing agents early in 2023, Twincross waived service charges claimed for the period up to and including 31 December 2022. Accordingly, no amounts would be due for services up to 31 December 2022. In reliance on that statement from Mr Sanger on behalf of Twincross, Ms Muorah on behalf of Duchess agreed that case 186 could be withdrawn. The tribunal agreed to make no order on this application.
14. Mr Sanger informed the tribunal that the managing agents appointed by Twincross early in 2023 are a firm called Nextgen.
15. If there is any dispute between Duchess and Twincross as to the level of service charges for the service charge year ending 31 December 2023, that dispute can be made the subject of a fresh application to the tribunal.
16. The tribunal will make further reference to case 186 only so far as is necessary to explain any matters in case 3.

THE BUILDING

17. The Building which is of 1960's construction is located on the south (anticlockwise) side of A406 North Circular Road in the London Borough of Brent. It consists of five floors, three of which formed the original residential premises consisting of flats 1 - 12 Book Centre Mansions. The ground and lower ground (or basement) floors were formerly commercial premises. The ground and lower ground floors have been converted into 14 additional flats (flats 13 to 26), of which 8 are on the ground floor and 6 at lower ground level. Mr Sanger stated that the flats on floors one, two and three are 80 to 85 square metres in area and the flats on the ground and lower ground floors are 30 to 35 square metres in area.
18. There is a sixth floor flat roof, referred to below, which has been and is used as a site for telecommunications apparatus.
19. The lessees of each of the flats on the first, second and third floors are liable to pay one-twelfth of the service charges.

THE OWNERSHIP STRUCTURE

20. The ownership structure of the Building (formerly known as Beacon House) is as follows.
 - The freehold proprietor since 16 March 2016 has been Twincross (who paid £300,000 for the investment), whose registered title is subject to a unilateral notice in respect of contractual rights to install rooftop equipment in favour of Cornerstone Telecommunications Infrastructure Limited (Cornerstone).
 - In February 2016, Twincross granted a lease (registered on 30 June 2016) for a term of 250 years from 9 February 2016 to Book Centre Limited of the ground floor and the lower ground floor of the Building for a premium of £600,000. Book Centre Limited repurposed these floors as stated above from commercial use to provide a total of 14 flats.

- On 12 May 2022 On Tower UK Limited (“On Tower”) registered a lease of the telecommunications site for a term of 50 years from 5 May 2022. Twincross granted the lease to On Tower in consideration of £250,000. No service charge was reserved by that lease.
- On each of the first, second and third floors of the Property are 4 flats making a total of 12 flats. Twincross or its predecessors have granted long leases of each flat to the respective leasehold owners. Duchess is the leasehold owner of flats 5 and 11.

THE LEASES OF FLATS 5 AND 11

21. The two leases of the flats leased to Duchess provided for the tenant to pay a share of One Twelfth of the total expenditure (defined in the Fifth Schedule which deals with the Service Charge). By clause 5(5) the Lessors covenant with the Tenant to maintain and repair the main structure of the Building, the gas and water mains, pipes and drains the common parts, the boundary walls and fences and also to decorate as stipulated in detail.
22. The two leases are in common form so far as service charges are concerned.
23. No issues were raised by the parties as to the true meaning of the above provisions

ON TOWER’S LEASE

24. On Tower has no service charge obligation to Twincross. This may reflect that:
 - (a) the only significant expenditure is likely to be the cost of keeping the apparatus in repair, which is a responsibility of On Tower;
 - (b) the approach of the Upper Tribunal in deciding the limits of compensation payable by operators to landowners for telecommunications rights; see for example *EE Ltd v Islington LB* [2019] UKUT 53 LC;
 - (c) The premium paid by On Tower for its lease.

THE VARIATION ISSUES

25. The powers of the tribunal to order a variation of the service charge provisions in lease can be exercised on the application of the lessee in the circumstances set out in section 35 and alternatively section 37 of the 1987 Act. A lessor can make a cross application in response to a lessor’s application under section 36 and further provisions are found in section 38. The relevant extracts of sections 37 and 38 have been annexed to the tribunal’ earlier directions. The relevant parts of sections 35 and 36 are set out in the annex to this decision.
26. Although Duchess’ application (as noted above) did not specify on which grounds Duchess relied, this was clarified at the directions hearing on 10 May 2023. The written directions dated 10 May 2023 state in the background that Duchess “seek to vary 2 leases under section 37 of the 1987 Act”.
27. The essence of section 37 is that a variation is requested in circumstance where a majority of the lessees agree to the variation which cannot be implemented without unanimous support. Section 37 allows the tribunal to order that the leases be varied notwithstanding the opposition of the minority.

THE GROUNDS FOR THE VARIATION APPLICATION

28. The grounds of the application in case 3 stated that:

“There are now 26 Flats in the block where there were previously 12 Flats.

There has always been Telephone Masts on the flat roof of the building which is an additional source of income to the landlord while advancing disrepair to the roof. We believe the telephone masts make it difficult for any roofers to identify or cure the problem of the ongoing leaks into 5 Book Centre Mansions North Circular Road London NW10 0JD. The income from the flat roof ought to set off expenditure on the roof repairs and the high building insurance as a whole. The building insurance will no doubt be 'mixed use' due to the commercial element of the roof.

The leaseholders of the 24 other Flats and lessee of the roof are not known unless the Freeholder can supply their details. “

29. The application form stated that the lease of flat five of the Property is for a term of 189 years from and including 29 September 1974. The lease of flat 11 is for a term of 149 years from 29th September 1974.

WHAT SECTION 37 REQUIRES

30. An application under section 37 shall only be made in a case, such as here, where there are more than eight leases if it is not opposed by more than 10 per cent of the total number of the parties concerned and at least 75 per cent of that number consent to it.

31. The 10 May 2023 directions directed Duchess within 10 days to give notice to any other persons not named as parties s/he knows or believes is likely to be affected by any variation of lease and confirm this to the tribunal with details. This could include mortgage lenders and guarantors such persons should be informed that they may apply to the tribunal to be joined as parties.

32. Duchess gave notice by letters dated 19 May 2023 to the following:

- Barclays Mortgages PLC;
- Cornerstone Telecommunications Infrastructure Limited as proprietors of the roof top of the property;
- Book Centre limited as proprietor of 13-26 Book Centre Mansions;
- The proprietors of flats 1 and 2;
- Beacon House Investments Limited (a company of which Mr Sanger is a director) as proprietors of flats 3, 8, 10 and 12; and
- The proprietors of flats 4, 6, 7 and 9.

Each letter stated that

“Duchess Home LTD has made an application to vary the lease by a majority so that instead of 1/12th of the service charges only 1/26th of the service charges (excluding the maintenance of the roof top occupied by a separate lessor) is chargeable since there are now 14 additional Flats occupying the ground and lower ground floors which protrude to the rear of the building. The original 12 flats remain on the 1st 2nd and 3rd floors of the building

...

Please be informed that as proprietor for (the relevant flat or part) you may apply to the tribunal to be joined as a party.”

33. The bundle does not record any responses by any of the above. Turning then to what section 37 requires, whilst there was no opposition from any parties concerned apart from Twincross, there is no evidence of any consent to the proposal otherwise than from Duchess, who counts as two parties concerned, being the leaseholder of flats 5 and 11. That is an insufficient level of consent to satisfy section 37.
34. That would be the end of the matter unless case 3 can, by means of the tribunal’s case management powers, be amended to enable section 35 to be considered.
35. The tribunal refers to the following provisions of the Tribunal Procedure First-tier Tribunal Property Chamber Rules 2013 SI No 2013 No 1169

6 Case management powers

(1) Subject to the provisions of the 2007 Act and any other enactment, the Tribunal may regulate its own procedure.

(2) The Tribunal may give a direction in relation to the conduct or disposal of proceedings at any time, including a direction amending, suspending or setting aside an earlier direction.

(3) In particular, and without restricting the general powers in paragraphs (1) and (2), the Tribunal may—

(a) Extend or shorten the time for complying with any rule, practice direction or direction, even if the application for an extension is not made until after the time limit has expired;

(b) consolidate or hear together two or more sets of proceedings or parts of proceedings raising common issues, or treat a case as a lead case (whether under rule 23 or otherwise);

(c) permit or require a party to amend a document;

7 Procedure for applying for and giving directions

(1) The Tribunal may give a direction on the application of one or more of the parties or on its own initiative.

(2) An application for a direction may be made—

- (a) *by sending or delivering a written application to the Tribunal; or*
- (b) *orally during the course of a hearing.*

(3) *An application for a direction must include the reason for making that application.*

- 36. It follows that the Tribunal has the power on its own initiative to amend the application in case 3 such that it becomes an application not under section 37 of the 1987 Act but under section 35. In order to achieve that purpose the tribunal may set aside the 10 May 2023 direction identifying case 3 as an application under section 37. No application to set aside the 10 May 2023 directions or to amend the application form is case 3 to make an application expressly under section 35 was made.
- 37. In order to explain the course the tribunal proposes to take it is necessary to summarise the points made at the hearing (unless covered above).

The hearing

The service charge allocation

- 38. Mr Sanger stated that Twincross had arranged that the intermediate landlord of the ground and lower ground floors would pay 40% of the charges incurred in providing services to the whole of the Property. Thus 60% of the charges would be due from the lessees of flats 1 to 12 being the flats on the first second and third floors of the Property. The split of the service charge of 40% payable for the 14 new flats and 60% for the pre-existing 12 flats recognised that the 12 flats each had a much larger floor area than each of the 14 flats.
- 39. Ms Muorah informed the tribunal that in principle, this arrangement met with Ms Muorah's approval save for the question of the repair of the flat roof.
- 40. It was Ms Muorah's position that, save for the costs of the repair of the flat roof, each flat should pay only 1/26th of the service charge expenses apart from the cost of repair and maintenance to the flat roof. The flat owners should not pay any part of the cost of the flat roof repair or maintenance. The reasoning for each flat paying 1/26th of the expenses save for those relating to the flat roof is because there were 26 flats to share the liability.
- 41. Points raised by Ms Muorah as being relevant to the allocation of the cost of repairing and maintaining the roof were as follows.
- 42. Ms Muorah noted that On Tower had paid Twincross £250,000 for a 50 year lease without a service charge. Ms Muorah submitted that the amount of the premium reflected the absence of any service charge liability. Therefore, as Twincross had received the premium, the cost of repairing and maintaining the roof should be absorbed by Twincross.
- 43. Ms Muorah stated that whereas the residents in the Property used to be able to visit the flat roof (some would sunbathe there) the roof is now locked permanently. Ms Muorah claimed that the residents had thereby suffered a loss of amenity. The Tribunal disagrees. The rights granted to the lessees under the leases of flat 5 and

- 11 did not include any right for Duchess to have access to the flat roof for amenity purposes.
44. Ms Muorah complained that for the last 20 years, water had penetrated Duchess's flats from the roof. This was because of want of repair arising from the masts on the flat roof. Neither party had presented any evidence to the tribunal as to the extent or cause of the flooding.
 45. It was Mr Sanger's position that each flat on the first second and third floors should pay 1/12th of the service charge of the 60% of the total cost invoiced by Nextgen to the liable lessees, including the costs of repair and maintenance of the flat roof.
 46. Mr Sanger submitted that such was the protection given to telecommunications operators by the Electronic Communications Code, there was nothing that he could have done to remove the telecommunications masts present on the flat roof when Twincross purchased the Building. There was no Code issue for decision by the tribunal at the hearing and the tribunal is simply recording Mr Sanger's comments as to the background to this dispute.
 47. At the hearing, Duchess proposed a variation of the service charges in the leases of the Properties such that for each of the two flats, the lessee would be liable for one-twenty-sixth of the service charge costs save that the lessee would have no liability for the repair and maintenance of the flat roof. Twincross agreed that there should be a variation to provide that the lessee would be liable for each flat in respect of one twelfth of the 60% of the total costs of the services provided to the Building including the costs of repairs and maintenance to the flat roof.
 48. At the hearing, neither party referred to any case law. The arguments came down to these points:
 - (a) Duchess contended that the presence of the telecommunications apparatus on the flat roof caused or aggravated water ingress from the flat roof experienced by some flats
 - (b) By granting a lease to On Tower without a service charge payable by On Tower, Twincross had made its decision not to seek a service charge contribution from On Tower, making it reasonable for Twincross to bear that cost itself.
 - (c) Twincross contended that if the lessees of the flats did not pay the cost of repairing or maintaining the flat roof then no other source for the funds required would be available;
 - (d) The integrity of the flat roof was a matter in which all lessees had an interest whichever floor their flat or flats were located on.

DISCUSSION

49. The tribunal has directed itself that having regard to the authorities of *Cleary v Lakeside Developments* 2011 UKUT 264 LC, *Triplerose v Stride* 2019 UKUT 99

LC and *Camden v Morath* 2019 UKUT 193 LC a variation under section 35 of the 1987 Act should be ordered only if the lease is neither clear nor workable.

50. The tribunal considers that since the occupational leases of flats 1 to 12 were first granted there have been two significant changes at the Property being:
- (a) The conversion of the ground and lower ground floors to residential use and the service charge sharing as contemplated by Twincross; and
 - (b) The grant of the 50 year lease of the roof space at no service charge.

It is arguable (but the tribunal has not reached a decision on the point) that these factors make the leases of the Properties in their original form both unclear and unworkable, having been over taken by events. There is force in the argument that unless the leases are varied to make it clear that the service charges recoverable from the twelve flats are limited to the 60% not invoiced to the landlord of the ground and lower ground floors, that there is a material lack of clarity. Equally, the service charge regime is unworkable if, in the absence of good reason, Twincross cannot recover in respect of all proper costs.

51. The tribunal has the following options. First, it can exercise its case management powers to treat the application as an application in case 3 as made under section 35 of the 1987 Act and go on to determine that application. Secondly, the tribunal can decline to exercise those powers and for the reason given above, dismiss the application under section 37. Thirdly, the tribunal could direct that the application be amended so that it is an application under section 35 and then make directions before the matter comes back before the tribunal for a full hearing and decision.
52. The parties were directed to prepare for a hearing at which the application in case 3 was an application under section 37. That application cannot proceed. This may explain why Mr Sanger had not submitted any evidence or a skeleton argument to the Tribunal.
53. It was only at the hearing that the tribunal learned of the waiver of charges proposed by Mr Sanger up to 31 December 2022 and the transactions since 2016 referred to above and the ownership structure. The tribunal would expect to see evidence of the negotiations between Twincross and the purchaser of the long lease of the ground and basement floors. The detail of the variation that each party might now propose is likely to differ from what was in the application given what is now known and recorded above
54. The tribunal also has in mind that the variation proposed by Duchess would apply with equal force to the lessees of all the flats on the first, second and third floors not just flats 5 and 11. The property management problems identified at the hearing –how to confirm the division of service costs between flats 1-12 and 13-26 and how to provide for the repair and maintenance of the flat roof, lend themselves to a solution that includes all flats under section 37, rather than a bilateral solution between Duchess and Twincross alone under section 35.
55. Accordingly, the tribunal has concluded that it should not amend the application in case 3 on its own initiative. The better course would be for the tribunal to dismiss the present application under section 37.

56. The parties should consider, preferably with legal advice, how each of the leases of individual flats could be varied to take account satisfactorily with the matters discussed above. This will involve the parties seeking to agree what proportion of the costs of repairing and maintaining the flat roof should pass to the lessees of flats 1 to 12 and what proportion should be borne by Twincross. Agreement should be sought with all concerned including but not limited to Duchess.
57. The tribunal have not heard submissions on what order to make on Duchess' application as to the recovery of costs under section 20C of the 1985 Act. The parties are directed to make short submissions by email to the tribunal by 5pm on Friday 13 October 2023.

DECISION

58. The tribunal's decision is that:
 - (a) Case 186 is withdrawn;
 - (b) Case 3 is dismissed.
 - (c) The tribunal will consider the section 20C application as directed above.

Tribunal Judge R Cohen

RIGHTS OF APPEAL

1. By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.
2. 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. Under present Covid-19 restrictions applications must be made by email to rplondon@justice.gov.uk.
3. 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.
4. 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.
5. 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.
6. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Annex – relevant statutes

35 Application by party to lease for variation of lease

(1) Any party to a long lease of a flat may make an application to [the appropriate tribunal] for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the **tenant** under the lease or in respect of which rights are conferred on him under it;

[(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);]

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, **and** whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease;

[(g) such other matters as may be prescribed by regulations made by the Secretary of State].

(3) For the purposes of subsection (2)(c) **and** (d) the factors for determining, in relation to the occupiers of a flat, what is a reasonable standard of accommodation may include—

(a) factors relating to the safety **and** security of the flat **and** its occupiers **and** of any common parts of the building containing the flat; **and**

(b) other factors relating to the condition of any such common parts.

[(3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory

provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.]

(4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if—

- (a) it provides for any such charge to be a proportion of expenditure incurred, or to be incurred, by or on behalf of the **landlord** or a superior **landlord**; **and**
- (b) other **tenants** of the **landlord** are also liable under their leases to pay by way of service charges proportions of any such expenditure; **and**
- (c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraphs (a) **and** (b) would [either exceed or be less than] the whole of any such expenditure.

(5) [Procedure regulations under [Schedule 12](#) to the Commonhold **and** Leasehold Reform **Act** 2002] [**and** Tribunal Procedure Rules] shall make provision—

- (a) for requiring notice of any application under this Part to be served by the person making the application, **and** by any respondent to the application, on any person who the applicant, or (as the case may be) the respondent, knows or has reason to believe is likely to be affected by any variation specified in the application, **and**
- (b) for enabling persons served with any such notice to be joined as parties to the proceedings.

[(6) For the purposes of this Part a long lease shall not be regarded as a long lease of a flat if—

- (a) the demised premises consist of or include three or more flats contained in the same building; or
- (b) the lease constitutes a tenancy to which [Part II](#) of the **Landlord and Tenant Act** 1954 applies.]

(8) In this section “service charge” has the meaning given by section 18(1) of the 1985 **Act**.

[(9) For the purposes of this section **and** sections 36 to 39, “appropriate tribunal” means—

- (a) if one or more of the long leases concerned relates to property in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; **and**
- (b) if one or more of the long leases concerned relates to property in Wales, a leasehold valuation tribunal.]

36 Application by respondent for variation of other leases

(1) Where an application (“the original application”) is made under section 35 by any party to a lease, any other party to the lease may make an application to the [tribunal] asking it, in the event of its deciding to make an order effecting any variation of the lease in pursuance of the original application, to make an order which effects a corresponding variation of each of such one or more other leases as are specified in the application.

(2) Any lease so specified—

- (a) must be a long lease of a flat under which the landlord is the same person as the landlord under the lease specified in the original application; but
 - (b) need not be a lease of a flat which is in the same building as the flat let under that lease, nor a lease drafted in terms identical to those of that lease.
- (3) The grounds on which an application may be made under this section are—
- (a) that each of the leases specified in the application fails to make satisfactory provision with respect to the matter or matters specified in the original application; and
 - (b) that, if any variation is effected in pursuance of the original application, it would be in the interests of the person making the application under this section, or in the interests of the other persons who are parties to the leases specified in that application, to have all of the leases in question (that is to say, the ones specified in that application together with the one specified in the original application) varied to the same effect.