



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

Case Reference	: CHI/45UE/LVL/2024/0002
Property	: Various properties at Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1TP (RH10 1TR) * listed in Parts 1 and 2 of the Schedule
Applicant	: Crawley Borough Council and the leaseholders listed in Part 1 of the Schedule
Representative	: Simon Bagg
Respondents	: The leaseholders listed in Part 2 of the Schedule and the mortgagees of all the leaseholders
Type of Application	: Application to vary leases; Section 37 Landlord and Tenant Act 1987 (the Act)
Tribunal Members	: Judge C A Rai
Date type and venue of Hearing	: 21 May 2025 Decision on the papers without a hearing. Rule 31 The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.
Date of Decision	: 18 June 2025

DECISION

1. Having considered the Application the Tribunal makes an Order that:-
 - 1.1 Pursuant to section 38(3) of the Landlord and Tenant Act 1987 Act the 31 residential long leases of the flats at Bridgefield House Northgate Avenue Crawley West Sussex RH10 1TP listed in the Schedule (the Properties) shall be varied from the date of this Order as set out in the attached draft lease (which is the draft attached to the witness statement of Clare Prosser dated 7 April 2025 exhibited as CP1) and in which the clauses numbered 9 – 12 shall be renumbered as clauses 10 – 13.
 - 1.2 Pursuant to section 38(9) of the Act the Tribunal directs that the Applicant shall apply to the Chief Land Register to make such entries in the registers of the titles of the Properties affected by this order for the purpose of recording and giving effect to its terms.
- 2 Reasons for the Tribunal's decision are set out below.

Background

- 3 Bridgefield House, Northgate Avenue, Crawley, West Sussex RH10 1TP (Bridgefield House) is a purpose built block of flats. The original landlord and current freeholder of Bridgefield House is Crawley Borough Council (Crawley BC).
- 4 Bridgefield House contains 67 flats let to tenants for affordable rents and 31 shared ownership flats (the leasehold flats) which are let on long leases to the leaseholders listed in the Schedule, who purchased their flats from Crawley BC.
- 5 Crawley BC, as landlord, together with the 24 leaseholders listed as applicants in Part 1 of the Schedule, seeks a variation of the 31 leases of the leasehold flats pursuant to section 37 of the Act.
- 6 The remaining 7 leaseholders, listed as respondents in Part 2 of the Schedule, together with the mortgagees of all 31 leaseholders, are the Respondents to the application.
- 7 The Application refers to the proposed variation of three provisions in the current leases of the leasehold flats.
 - 7.1 The first variation proposed is to correct errors contained in the 31 leases. It is said that clause 9, headed "Mortgage Protection Clause" is incorrect.
 - 7.2 The second variation proposed is to change the review date (defined in the Particulars) from 1 October to 1 April.
 - 7.3 The third variation is to change the definition of the Index in Schedule 5, the rent review, from RPI, to CPI.

- 8 The reason given by Crawley BC for the latter two variations is that it wishes to align the rent review provisions in the leases of the leasehold flats with other leaseholds in its property portfolio. It said that it reviews all other rents on 1 April and uses CPI to calculate increases.
- 9 Crawley BC sent consultation letters, dated 21 December 2022, to the 31 leaseholders of the leasehold flats at Bridgefield House, [198 - 261] stating that it wished to postpone the rent review due on 1 October 2022, which it had not implemented, until 1 April 2023 and thereafter change the annual rent review date from 1 October to 1 April. Crawley BC also stated in that letter that the rent review provision in Schedule 5 of the current lease defined the Index as RPI, but it wished to change this to CPI.
- 10 Leaseholders were invited to respond to the letter and by completing the pro- forma response. The leaseholders were also invited to attend a meeting to discuss the changes. The three leaseholders who attended the meeting, which took place on 5 January 2023, agreed to the proposed changes. Further consultation was undertaken and Crawley BC visited Bridgefield House twice. The Application stated that, prior to it being made, 24 leaseholders had agreed to the proposed changes to the leases.
- 11 The Tribunal issued three sets of Directions dated 8 November 2024, 11 March 2025 and 24 March 2025. Initially it sought further information from the Applicant regarding the number of leaseholders who had consented to the proposed changes, whether there was any objection to the application being determined without a hearing and whether any Respondent had objected to the variations proposed. It also acknowledged that, although unsure from the initial information supplied whether 23 or 24 leaseholders consented to the proposed variations, it was satisfied that the “75% threshold required to engage section 37 of the Landlord and Tenant Act 1987” was met.
- 12 There was some delay on the part of the Applicant in providing the Tribunal with the information which it had been directed it to supply, but eventually the Applicant submitted further witness statements from Simon Bagg and Clare Prosser dated 7 April 2025 and 9 April 2025 respectively.
- 13 Tribunal Judge H. Lumby undertook a review of the evidence and other information contained in the determination bundle and issued further directions dated 14 April 2025 in which he stated he was satisfied that the application remained suitable for determination on the papers.
- 14 None of the Respondents have objected to the application being determined without a hearing.
- 15 The Tribunal has received a determination bundle comprising 287 pages. References to page numbers within square brackets in this decision are to the numbered pages in that bundle.

The Law

- 16 Section 37 of the Act is titled “Application by majority of parties for variation of lease”. An Application may be made to this Tribunal in respect of two or more leases for an order varying each of those leases in such manner as is specified in the application.
- 17 The Applicant must comply with certain conditions. Firstly, the leases must all be long leases under which the landlord is the same person. In this case the sample lease in the bundle shows that the 31 leasehold flats were demised for terms of 125 years from the Commencement Date, 1 October 2020. The Applicant granted the 31 leases and remains the current landlord. Secondly, where the application is made in respect of more than 9 leases the application must not be opposed by more than 10 of the leaseholders and at least 75% must agree to it. Multiple leaseholders of a single flat are counted as a single leaseholder for the purposes of this calculation. The landlord also counts as one of the parties.
- 18 The only ground for an application under section 37 is that the object to be achieved by the variation cannot be achieved unless all the leases are varied to the same effect.
- 19 Section 38 of the Act states that if, on an application made under section 37, the grounds on which it is made are established to the satisfaction of the Tribunal it may, subject to sub-sections (6) and (7) make an order varying the lease[s] specified in the application in such manner as is specified in that order.
- 20 Sub-section (6) provides that the Tribunal cannot make an order if it appears to it that the variation would be likely to prejudice substantially any respondent to the application or any person who is not a party to the application and that party cannot be adequately compensated.
- 21 If the Tribunal decides to make an order, it may, if it thinks fit, also make an order providing for any party to the lease to pay to any other party to the lease or another person compensation in respect of any loss or disadvantage that the tribunal considers he is likely to suffer as a result of the variation. (38(10)). That sub-section and subsection (7), which relates to insurance are not engaged by this application.

The Application

- 22 The Applicant has applied to the Tribunal for the variation of three provisions in the lease. The purpose first variation is said to be to correct an error. The Applicant said that when final copies of the leases were printed, before the lease was executed by the parties a formatting error, which was not identified at that time, resulted in clause 9, titled Mortgage Protection, containing additional words which should not have been included in that clause.

- 23 The error went unnoticed at that time and the leases were completed. The error was only identified by Crawley BC when a copy of the lease was printed for inclusion as part of its Application to the Tribunal. The Applicant stated that the error was not “visible” on screen so was only identified in the printed copy of the lease.
- 24 In addition, for operational reasons and to align the rent review provisions in its property portfolio, the Applicant wants to change the review date and the mechanism for the rent review by substituting RPI with CPI. These are the two other variations to the lease which it seeks. A comprehensive consultation with the leaseholders was conducted in an effort to obtain agreement from all 31 leaseholders to the proposed changes.
- 25 Crawley BC sent individual letters to each leaseholder and invited them to attend a meeting. Subsequently the Applicant visited the block of flats in an effort to obtain agreement from every leaseholder to make the proposed changes to the lease (which did not include the correction of the error as that was only identified later).
- 26 When the Applicant was unable to obtain written consent from all of the leaseholders it prepared its application to this Tribunal and then discovered the error in clause 9 of the leases [130].

Reasons for the Decision

- 27 Section 37 of the Act requires that when an application is made under that section, (which can be made by the landlord or any tenants of the leases) and it is made in respect of more than eight leases:-
- 27.1 it is not opposed for any reason by more than 10% of the total number of the parties concerned; and
- 27.2 at least 75% of that number consent to it.
- 28 Having considered the Application and the further information now supplied by the Applicant and found that :-
- 28.1 those leaseholders who have consented to the proposed variation of the leases are joined as Applicants.
- 28.2 the original application referred to 24 of the 31 leaseholders.
- 28.3 the Tribunal has identified written consents in the bundle from 24 leaseholders although the names do not exactly match the names of the leaseholders listed as applicants in the Schedule attached to the Application.
- 28.4 the landlord counts as a party when calculating the percentage. There are 31 leaseholders of long leases of flats at the Property plus the freeholder.
- 28.5 25 leaseholders have consented which is more than 75%.
- 28.6 The Applicant has told the Tribunal it has not received any objections and has provided copies of the 24 leaseholders’ signed consents [262 – 287].

- 29 The Applicant has provided a draft order which the Tribunal has examined. In its Directions dated 8 November 2024 [105] the Tribunal identified an anomaly in the draft lease attached to the draft Order which was part of the Application. Subsequently the Applicant provided a witness statement from Clare Prosser dated 7 April 2025 [128] which identified that the formatting error, which it thought had been corrected in the draft of the amended lease in the bundle but it discovered that the error was only visible on the printed copy of the lease and not on the “screen” version. The draft lease has now been corrected. However, the numbering of the clauses, although correct in the index in it, is not correct. Clauses 9, 10, 11, 12 & 13 should be re-numbered as clauses 10, 11, 12, 13 & 14 [162].
- 30 The Tribunal has therefore made an Order in the form requested but which requires that the Applicant adjust the numbering of some clauses in the draft lease to be attached to the Order, prior to it being submitted to the Land Registry.
- 31 The Tribunal is satisfied that:-
- 31.1 the requisite majority of the leaseholders have agreed to the variation of the definition of rent review and the substitution of the RPI with the CPI.
- 31.2 it is appropriate to make an order correcting the error in the lease identified by the Applicant, which altered the intended Mortgage Protection clause (Clause 9).
- 31.3 subject to the correction of the clause numbering (as herein explained) the draft lease attached to the witness statement of Clare Prosser dated 7 April 2025 is correct.
- 31.4 the object of the proposed variation of the lease cannot be satisfactorily achieved unless all the 31 leases are varied to the same effect.

Judge C A Rai

* The postcode for the Property is shown as both RH10 1TP and RH10 1TR throughout the determination bundle and in particular in the schedule of Applicants attached to the application form. The Tribunal is unable to conclude if one or other or both postcodes are correct, so both postcodes referred to in the initial description, but the body of the decision refers to RH10 1TP,

SCHEDULE

Part 1

P. No	24 Applicants	Flat Number	Address	Mortgagee	Leaseholder
277	286	501	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Laura Elizabeth Malthouse
272		503	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	TSB Bank plc	Kyle Rhys Chart
275		504	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Ewa Marczuk
282		505	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Harold A F. Gee-Wooley and Daniella S. Brown
274	287	506	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Clydesdale Bank plc	Caroline Paige Horner
273		507	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Barclays Bank plc	Jessica Louise Martin
283		508	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Bank of Scotland plc	Giulia Mazzola and David Mierion Wright
276		509	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Clydesdale Bank plc	Hashim Zafar Khan
263		510	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Michael M. Jardim and Jennifer de Almeida
264		511	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Bank of Scotland plc	Michael Harman
265		512	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Santander UK plc	Paul Andrew Clarke
278		513	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Barclays Bank plc	Ross Anton Mohammad Arshad
281		514	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Santander UK plc	Aiden Harvey
268		515	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	TSB Bank plc	Anna Louise Smith
280		603	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Clydesdale Bank plc	Ashley Louise Hearn
267		604	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Laura Jane Putland
279		605	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Santander UK plc	Jason Alexander Cook
266		606	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Sean David Owen Sutcliffe
269		607	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	John Peter Mark Tidey
285		702	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Bank of Scotland plc	Liji John
262		704	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Eva Marie Moore
270		705	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Clydesdale Bank PLC	Richard Gary Reynolds
284		706	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Angela M G Rincon and Stephen Rincon
271		707	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	(None)	Guillermo A. Hernandez and Pietro Drago

Part 2

7 Respondents (leaseholders) + mortgagees of the leaseholders of the 31 flats

502	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Onesavings Bank plc	Wojciech Nowak
601	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Nationwide Building Society	Anthony Paul Dibble
602	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Gemma Louise Palmer
608	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Skipton Building Society	Duncan Clarke
701	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Onesavings Bank plc	Connor Edward Bowler
703	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Leeds Building Society	Helen Elizabeth Trice
708	Bridgefield House, Northgate Avenue, Crawley, West Sussex. RH10 1 TP	Barclays Bank plc	Danielle Larissa Fern Coomber

Appeals

1. A person wishing to appeal this decision to the Upper Chamber must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision. Where possible you should send your further application for permission to appeal by email to **rpsouthern@justice.gov.uk** as this will enable the First-tier Tribunal to deal with it more efficiently.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.