



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

Case reference : **LON/00AG/LVL/2025/0004**

Properties : **Chester Court, Lissenden Gardens,
London, NW5 1LY
27 and 29 Belmont Street, London, NW1
8HJ**

Applicant : **London Borough of Camden**

Representative : **Judge & Priestley (Andrew Barron)**

Respondents : **The leaseholders of Flats 2, 3, 4, 5, 6, 8,
11, 13, 15 and 16 Chester Court who are
named in Appendix 1
Brian Peter Wieland, 27 Belmont Street
Clayton O'Shea, 29 Belmont Street**

Representatives : **In person**

Type of application : **Application for variation of a lease
under Part IV of the Landlord and
Tenant Act 1987**

Tribunal members : **Judge Robert Latham**

**Date and venue of
determination** : **16 September 2025 at
10 Alfred Place, WC1E 7LR**

DECISION

The Tribunal makes an Order pursuant to section 37 of the Landlord and Tenant Act 1987 varying all the residential leases in respect of Arlington Park Mansion as specified in Appendices 2 to 5. The effect of the variation is to allow the Applicant to replace the current heating system with Air Source Heat Pumps. The variations to the leases at Chester Court are to take effect from 8 December 2025. The variations to the leases at 27-29 Belmont Street are to take effect from 10 October 2025.

Introduction

1. On 2 May 2025, the Applicant issued this application to vary the following leases: Flats 2, 3, 4, 5, 6, 8, 11, 13, 15 and 16 Chester Court, Lissenden Gardens, London, NW5 1LY and 27 and 29 Belmont Street, London, NW1 8HJ. The application is brought pursuant to section 37 of the Landlord and Tenant Act 1987 ("the Act"). This provides for a lease to be varied where at least 75% of the lessees support the variation and not more than 10% oppose it. The relevant date for assessing these percentages is the date on which the application was issued.
2. The Applicant is planning energy improvement projects which involve moving Residents off Camden's system for heating and hot water and on to Air Source Heat Pumps (ASHPs). This application relates to the schemes at Chester Court, Lissenden Gardens, London, NW5 1LY and at 27 and 29 Belmont Street, London NW1 8HJ:
 - (i) The Chester Court scheme has ten leaseholders. Copies of all of the leases are enclosed with this Application. All ten leaseholders have consented to this Application.
 - (ii) There are two leases at Belmont Street. Both leaseholders have consented to this Application.
3. Leaseholders will have ASHP equipment inside the home but there will also be a condenser box for each unit located outside their home. At Chester Court the condenser boxes for each unit will be located in the roof space within the block and at the rear of the building. At Belmont Street the condenser boxes will be situated in the gardens of the two properties.
4. There are four versions of the lease to be varied: (i) Old Form Leases – 4, 5, 6 and 15 Chester Court, (ii) New Form Leases – 2, 3, 8, 13 and 16 Chester Court, (iii) 11 Chester Court and (iv) 27 and 29 Belmont Street.
5. On 27 June 2025, the Tribunal gave Directions. By 11 July, the Applicant was directed to send a copy of the application and the directions to any persons, the Applicant knew, or believed, are likely to be affected by the application, namely all leaseholders, mortgagees or guarantors. On 25 July, the Applicant confirmed that they had served the papers on the leaseholders and their lenders. They stated that they did not believe that anyone else was likely to be affected by the application.
6. By 1 August 2025, any party who opposed the application was required to return a Reply Form. No party has done so.
7. The Tribunal has determined this application on the papers. No party has requested an oral hearing. The Applicant has provided a Bundle of 288 pages in support of their application.

The Law

8. The Applicant applies to vary the leases under section 37 of the Act which provides for the variation of leases supported by the requisite majority of the parties. Section 37 provides (emphasis added):

“(1) Subject to the following provisions of this section, an application may be made to the appropriate 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.

(2) Those leases must be long leases of flats under which the landlord is the same person, but they need not be leases of flats which are in the same building, nor leases which are drafted in identical terms.

(3) The grounds on which an application may be made under this section are that the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect.

(4) An application under this section in respect of any leases may be made by the landlord or any of the tenants under the leases.

(5) Any such application shall only be made if—

(a) in a case where the application is in respect of less than nine leases, all, or all but one, of the parties concerned consent to it; or

(b) in a case where the application is in respect of more than eight leases, it is not opposed for any reason 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.

(6) For the purposes of subsection (5)—

(a) in the case of each lease in respect of which the application is made, the tenant under the lease shall constitute one of the parties concerned (so that in determining the total number of the parties concerned a person who is the tenant under a number of such leases shall be regarded as constituting a corresponding number of the parties concerned); and

(b) the landlord shall also constitute one of the parties concerned.”

9. Section 38 provides (in so far as is relevant):

(3) If, on an application under section 37, the grounds set out in subsection (3) of that section are established to the satisfaction of the tribunal with respect to the leases specified in the application, the tribunal may (subject to subsections (6) and (7)) make an order varying each of those leases in such manner as is specified in the order.

...

(6) A tribunal shall not make an order under this section effecting any variation of a lease if it appears to the tribunal —

(a) that the variation would be likely substantially to prejudice—

(i) any respondent to the application, or

(ii) any person who is not a party to the application,

and that an award under subsection (10) would not afford him adequate compensation, or

(b) that for any other reason it would not be reasonable in the circumstances for the variation to be effected.

.....

(10) Where a tribunal makes an order under this section varying a lease the tribunal may, if it thinks fit, make an order providing for any party to the lease to pay, to any other party to the lease or to any other person, compensation in respect of any loss or disadvantage that the tribunal considers he is likely to suffer as a result of the variation.

10. The Tribunal has regard to the relevant principles which are to be applied, and which are set out in the decision of the Upper Tribunal (“UT”) (HHJ Gerald and AJ Trott FRICS) in *Shellpoint Trustees Ltd v Barnett* (“*Shellpoint*”) [2012] UKUT; [2013] L&TR 21. Having satisfied myself that the requisite thresholds have been met, there are five questions which I should ask:

(i) What is or are the object or objects to be achieved by the proposed variations? As a matter of statutory construction, there may be single or multiple objects. It is for the applicant, not the tribunal, to identify the “object” or purpose which may be of infinite variety depending upon the facts and circumstances relating to the leases, buildings and flats in question. Identifying the objective is a question of evidence to be adduced by the applicants: what are they trying to achieve by the variations, and why? What problems or deficiencies are there or have there been in running the blocks and enforcing the leases? What is the purpose of the variations? Further, it is not for the tribunal to determine whether they approve of the object, but it is for the tribunal to make a finding, based upon the evidence, of what the object is (at [70]–[71]).

(ii) Can the ‘object’ be satisfactorily achieved by the proposed variations(s) without varying all the leases to the same effect? There are two questions: does the proposed variation achieve the object, and if so, do all of the leases need to be varied to satisfactorily achieve that object? These are questions of evidence to be adduced by the applicants: how do the proposed variations achieve that object or objects? Can that only be satisfactorily achieved if all the leases are varied to the same effect? Again, it is for the applicants, not the tribunal, to select the solution or

variation from what will frequently be one of a number of different options. If the majority of tenants are supportive, then it is not for the tribunal to second guess them although, the tribunal is at liberty to make suggestions. The jurisdiction is relatively narrow, and is not intended to allow rewriting of leases merely because that is the will of the majority and in many cases may well seem sensible (at [72]-[74]). The contractual intent of the original parties should not be altered without good reason or sound evidence ([78]).

(iii) Would the proposed variations be likely substantially to prejudice the respondents to the applications such that they cannot be adequately compensated by an award under section 38(10)?

(iv) Is there any other reason it would not be reasonable in the circumstances for the variations to be effected?

(v) In all the circumstances, should the Tribunal exercise its discretion and make an order varying the leases?

The Tribunal's Determination

11. The Tribunal is satisfied that the thresholds specified in section 37(5)(b) have been met. All the Respondents support the application.

12. Given that the thresholds are met, it is necessary to address the five questions posed in *Shellpoint*.

(i) What is the object to be achieved by the proposed variation?

The objective is to enable the Applicant to implement energy improvement projects, by moving residents off the current system for heating and hot water and on to Air Source Heat Pumps (ASHPs).

(ii) Can the 'object' be satisfactorily achieved by the proposed variations without varying all the leases to the same effect?

The answer is "no". The Applicant is required to provide the current system pursuant to the existing leases.

(iii) Substantial Prejudice, which cannot be adequately addressed by compensation

No issue of prejudice arises.

(iv) Any other reason why it would not be reasonable to vary the leases?

No one has suggested why it might not be reasonable to vary the leases.

(v) The Exercise of Discretion

The Tribunal has a discretion to vary the leases. I am satisfied that it is appropriate to exercise this discretion.

13. The proposed variations are set out in Appendices 2 to 5:
- (i) Old Form Leases – 4, 5, 6 and 15 Chester Court: Appendix 2;
 - (ii) New Form Leases – 2, 3, 8, 13 and 16 Chester Court: Appendix 3;
 - (iii) 11 Chester Court: Appendix 4; and
 - (iv) 27 and 29 Belmont Street : Appendix 5.
14. . The variations to the leases at Chester Court are to take effect from 8 December 2025. The variations to the leases at 27-29 Belmont Street are to take effect from 10 October 2025. These are the dates proposed by the Applicant.
15. The Directions make provision for the service of the Tribunal’s decision. The Tribunal will email a copy of its decision to the Applicant. The Applicant is responsible for serving a copy of the Tribunal’s decision on the Respondents.
16. The Directions also provided for the Applicant's Solicitor to file the attached Order with the Land Registry. Before doing so, the Solicitor must check the particulars in this decision and the Order. The Tribunal has taken the relevant leaseholders which are specified in Appendix 1 from the Official Copies of Register of Title provided by the Applicant. Some names were not correctly spelt in the list provided by the Applicant. The Tribunal will correct any errors under the slip rule.

Judge Robert Latham
16 September 2025

Rights of appeal

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.

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.

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.

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.

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. If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix 1 – List of Leaseholders

Name and Address	Date – Term of Lease
Flat 2 Chester Court William Closier	Date - 21 st May 2004 Term - 21 st May 2004 to 21 st December 2104
Flat 3 Chester Court Peter and Clare Drinkell	Date - 6 th September 1993 Term - 125 years from 21 st May 1990
Flat 4 Chester Court Lucinda Chapman	Date - 11 th September 1998. Term - 11 th September 1998 to 24 th December 2104
Flat 5 Chester Court Christine Dedman	Date - 11 th May 2016. Term - 11 th May 2016 until 24 th December 2194.
Flat 6 Chester Court Nicholas Duffell	Date - 21 st December 2001. Term - 21 st December 2001 to 24 th December 2104
Flat 8 Chester Court Simon Farnaby and Claire Keelan	Date - 25 th February 1991. Term - 125 years from 21 st May 1990.
Flat 11 Chester Court Michael Barson	Date - 25 th June 2002 Term - 31 st January 1997 to 24 th May 2115.
Flat 13 Chester Court Francis Collie	Date - 27 th March 2000. Term - 125 years from 27 th March 2000.
Flat 15 Chester Court Helen Jack	Date - 7 th April 2021. Term - 7 th April 2021 until 24 th December 2194.
Flat 16 Chester Court Louis Dackombe	Date - 6 th November 2000 Term - 125 years from 6 th November 2000.
27 Belmont Street Brian Peter Wieland	Date : 15 November 1999 Term : 125 years from 15 November 1999
29 Belmont Street, Clayton O'Shea	Date : 29 October 1990 Term : 125 years from 29 October 1990

Appendix 2: Old Form Leases – Flats 4, 5, 6 and 15 Chester Court

Delete the following:

1. Clause 5(7)
2. Clause 5(8)
3. In the case of 6 Chester Court, clauses 5(6) and (7)
4. The words “*the supply of hot water*” in Clause 8.

There shall **be added** after THE SCHEDULE of the lease a new “THE SECOND SCHEDULE” which will read as follows:

THE SECOND SCHEDULE

Definitions:

1. The following definitions apply

Air Source Heat Pump (or ASHP) : means a device that transfers energy from ambient external air, in the form of useful heat from one place to another

ASHP Condenser: means a component of the air source heat pump equipment that acts as a heat exchanger whereby hot, compressed refrigerant gas is condensed to a liquid and cooled to recommence its journey around the circuit

ASHP Cylinder: means a component of the air source heat pump that is a tank designed to store hot water heated by the air source heat pump

ASHP Equipment: means together the ASHP Condenser, the ASHP Cylinder, all associated pipework, buffer and expansion tanks, electrical connections, heat emitters (radiators), and associated ancillaries

Extended Warranty : means an agreement that extends beyond the duration of the manufacturer's warranty, providing protection against defects and repairs for a longer period

2. Landlord's Obligations:

- 2.1 The Landlord shall, at its own cost, install:

- a. The ASHP in the Flat; and
- b. The ASHP Condenser in the roof space of the Block

- 2.2 The Landlord shall, at the cost of the Tenant (and recoverable as a service and maintenance charge):

- a. Obtain the Extended Warranty in relation to the ASHP Equipment;

- b. Undertake annual maintenance of the ASHP Equipment in each year of the Term.
 - c. Undertake or procure the undertaking of all required repairs in relation to the ASHP Equipment.
- 2.3 The Landlord shall use its best endeavours to make a claim under the Extended Warranty in relation to relevant repairs which are covered by the Extended Warranty
- 3. Tenant Obligations:
 - 3.1 On being given 2 working days' notice (by the Landlord), the Tenant shall provide the Landlord (and associated Landlord parties) access to the Flat, in order that the Landlord may:
 - a. Comply with its obligations in 2.1 and 2.2 above;
 - b. Undertake annual maintenance in relation to the ASHP Equipment; and
 - c. Undertake any required repairs to the ASHP Equipment.
 - 3.2 The Tenant acknowledges the Landlord's right to charge for the cost (and covenants to pay such costs) of repair and maintenance of the ASHP Equipment, save where the Landlord is able to recover the same under the Extended Warranty, as part of the service and maintenance charge.
 - 3.3 The Tenant shall pay to the Landlord, a proportion of the cost attributable to the Premises, of procuring the Extended Warranty.

Appendix 3: New Form Leases – Flats 2,3,8,13 and 16 Chester Court

Delete the following

1. The word “heating” in the list of Category 1 Services at Clause 1 of the lease.
2. Clause 4.2.3
3. Clause 4.4

There shall **be added** after the Sixth Schedule of the Lease a new Seventh Schedule which will read as follows:

THE SEVENTH SCHEDULE

Definitions:

1. The following definitions apply

Air Source Heat Pump (or ASHP) : means a device that transfers energy from ambient external air, in the form of useful heat from one place to another

ASHP Condenser: means a component of the air source heat pump equipment that acts as a heat exchanger whereby hot, compressed refrigerant gas is condensed to a liquid and cooled to recommence its journey around the circuit

ASHP Cylinder: means a component of the air source heat pump that is a tank designed to store hot water heated by the air source heat pump

ASHP Equipment: means together the ASHP Condenser, the ASHP Cylinder, all associated pipework, buffer and expansion tanks, electrical connections, heat emitters (radiators), and associated ancillaries

Extended Warranty : means an agreement that extends beyond the duration of the manufacturer's warranty, providing protection against defects and repairs for a longer period

2. Landlord's Obligations:

2.1 The Landlord shall, at its own cost, install:

- a. The ASHP in the Flat; and
- b. The ASHP Condenser in the roof space of the Block

2.2 The Landlord shall, at the cost of the Tenant (and recoverable as a service and maintenance charge):

- a. Obtain the Extended Warranty in relation to the ASHP Equipment;
- b. Undertake annual maintenance of the ASHP Equipment in each year of the Term.
- c. Undertake or procure the undertaking of all required repairs in relation to the ASHP Equipment.

2.4 The Landlord shall use its best endeavours to make a claim under the Extended Warranty in relation to relevant repairs which are covered by the Extended Warranty

3. Tenant Obligations:

3.1 On being given 2 working days' notice (by the Landlord), the Tenant shall provide the Landlord (and associated Landlord parties) access to the Flat, in order that the Landlord may:

- a. Comply with its obligations in 2.1 and 2.2 above;
- b. Undertake annual maintenance in relation to the ASHP Equipment; and
- c. Undertake any required repairs to the ASHP Equipment.

3.2 The Tenant acknowledges the Landlord's right to charge for the cost (and covenants to pay such costs) of repair and maintenance of the ASHP Equipment, save where the Landlord is able to recover the same under the Extended Warranty, as part of the service and maintenance charge.

3.3 The Tenant shall pay to the Landlord, a proportion of the cost attributable to the Premises, of procuring the Extended Warranty.

Appendix 4: 11 Chester Court

Delete the following

- 1.The word “heating“ in the list of Category 1 Services at Clause 1 of the lease.
- 2.Clause 5.3

There shall **be added** after the Fourth Schedule of the Lease a new Fifth Schedule which will read as follows:

THE FIFTH SCHEDULE

Definitions:

1. The following definitions apply

Air Source Heat Pump (or ASHP) : means a device that transfers energy from ambient external air, in the form of useful heat from one place to another

ASHP Condenser: means a component of the air source heat pump equipment that acts as a heat exchanger whereby hot, compressed refrigerant gas is condensed to a liquid and cooled to recommence its journey around the circuit

ASHP Cylinder: means a component of the air source heat pump that is a tank designed to store hot water heated by the air source heat pump

ASHP Equipment: means together the ASHP Condenser, the ASHP Cylinder, all associated pipework, buffer and expansion tanks, electrical connections, heat emitters (radiators), and associated ancillaries

Extended Warranty : means an agreement that extends beyond the duration of the manufacturer's warranty, providing protection against defects and repairs for a longer period

2. Landlord's Obligations:

- 2.1 The Landlord shall, at its own cost, install:

- a. The ASHP in the Flat; and

- b. The ASHP Condenser in the roof space of the Block.

- 2.2 The Landlord shall, at the cost of the Tenant (and recoverable as a service and maintenance charge):

- a. Obtain the Extended Warranty in relation to the ASHP Equipment;

- b. Undertake annual maintenance of the ASHP Equipment in each year of the Term.
 - c. Undertake or procure the undertaking of all required repairs in relation to the ASHP Equipment.
- 2.3 The Landlord shall use its best endeavours to make a claim under the Extended Warranty in relation to relevant repairs which are covered by the Extended Warranty

3. Tenant Obligations:

3.1 On being given 2 working days' notice (by the Landlord), the Tenant shall provide the Landlord (and associated Landlord parties) access to the Flat, in order that the Landlord may:

- a. Comply with its obligations in 2.1 and 2.2 above;
 - b. Undertake annual maintenance in relation to the ASHP Equipment; and
 - c. Undertake any required repairs to the ASHP Equipment.
- 3.2 The Tenant acknowledges the Landlord's right to charge for the cost (and covenants to pay such costs) of repair and maintenance of the SHP Equipment, save where the Landlord is able to recover the same under the Extended Warranty, as part of the service and maintenance charge.
- 3.3 The Tenant shall pay to the Landlord, a proportion of the cost attributable to the Premises, of procuring the Extended Warranty.

Appendix 5: Leases – 27 and 29 Belmont Street

Delete the following

1. The word “heating” in the list of Category 1 Services at Clause 1 of the lease.
2. Clause 4.2.3
3. Clause 4.4

There shall **be added** after the Sixth Schedule of the Lease a new Seventh Schedule which will read as follows:

THE SEVENTH SCHEDULE

Definitions:

1. The following definitions apply

Air Source Heat Pump (or ASHP) : means a device that transfers energy from ambient external air, in the form of useful heat from one place to another

ASHP Condenser: means a component of the air source heat pump equipment that acts as a heat exchanger whereby hot, compressed refrigerant gas is condensed to a liquid and cooled to recommence its journey around the circuit

ASHP Cylinder: means a component of the air source heat pump that is a tank designed to store hot water heated by the air source heat pump

ASHP Equipment: means together the ASHP Condenser, the ASHP Cylinder, all associated pipework, buffer and expansion tanks, electrical connections, heat emitters (radiators), and associated ancillaries

Extended Warranty : means an agreement that extends beyond the duration of the manufacturer's warranty, providing protection against defects and repairs for a longer period

2. Landlord's Obligations:

2.1 The Landlord shall, at its own cost, install:

- a. The ASHP in the Flat; and
- b. The ASHP Condenser in the roof space of the Block.

2.2 The Landlord shall, at the cost of the Tenant (and recoverable as a service and maintenance charge):

- a. Obtain the Extended Warranty in relation to the ASHP Equipment;
 - b. Undertake annual maintenance of the ASHP Equipment in each year of the Term.
 - d. Undertake or procure the undertaking of all required repairs in relation to the ASHP Equipment.
- 2.3 The Landlord shall use its best endeavours to make a claim under the Extended Warranty in relation to relevant repairs which are covered by the Extended Warranty

3. Tenant Obligations:

- 3.1 On being given 2 working days' notice (by the Landlord), the Tenant shall provide the Landlord (and associated Landlord parties) access to the Flat, in order that the Landlord may:
 - a. Comply with its obligations in 2.1 and 2.2 above;
 - b. Undertake annual maintenance in relation to the ASHP Equipment; and
 - c. Undertake any required repairs to the ASHP Equipment.
- 3.2 The Tenant acknowledges the Landlord's right to charge for the cost (and covenants to pay such costs) of repair and maintenance of the ASHP Equipment, save where the Landlord is able to recover the same under the Extended Warranty, as part of the service and maintenance charge.
- 3.3 The Tenant shall pay to the Landlord, a proportion of the cost attributable to the Premises, of procuring the Extended Warranty.