



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

Case Reference	: HAV/29UD/LRM/2025/0603
Property	: Darbyshire House and Oarsman House, Clovelly Place, Greenhithe, DA9 9UY)("the property")
Applicant	: Darbyshire House and Oarsman House RTM Company Limited
Representative	: RTMF Services Limited
Respondents	: Brigante Properties Limited (First Respondent) OM Property Management Limited (Second Respondent)
Representatives	: Estates & Management Limited (First Respondent) Emeria Res UK Newco Limited (Second Respondent)
Type of Application	: Application in relation to the denial of the Right to Manage under s.84(3) of the Commonhold and Leasehold Reform Act 2002
Tribunal Member	: Tribunal Judge H Lederman
Date of Decision	: 6 October 2025

DECISION AND REASONS

DECISION

The Tribunal determines that on 13th November 2024 (“the relevant date”) the Applicant Darbyshire House and Oarsman House RTM Company Limited was entitled to acquire the right to manage Darbyshire House and Oarsman House, Clovelly Place, Greenhithe, DA9 9UY (“the Property”) under Chapter 1 of Part 2 to the Commonhold and Leasehold Reform Act 2002 (“the Act”).

Background

1. The Tribunal received an application dated 7th February 2025 under section 84(3) of the Act for a decision that, on the relevant date, the applicant RTM company was entitled to acquire the Right to Manage the Property.
2. By a claim notice dated 13 November 2024, the Applicant gave notice that it intended to acquire the Right to Manage the Property on 27 March 2025.
3. By counter notice dated 19 December 2024, Estates and Management Limited the agents for the First Respondent the landlord of the Property, served a counter notice admitting the Applicant had the right to manage.
4. By counter notice dated 18 December 2024, Emeria Res UK Newco Limited (“Emeria”) as agent for OM Property Management Limited (the party named as “the Manager” in the Leases of the Property) disputed the claim. The Second Respondent’s counternotice contended the Applicant was not entitled to acquire the right to manage by reason of sections 72(1)(a), 72(1)(c) and 72(2) of the Act. The Second Respondent has subsequently abandoned some of these contentions and clarified in its Statement of Case the sole issue in dispute is that referred to below.
5. In these reasons references to the Second Respondent should be taken to include Emeria, unless the context requires.
6. It is common ground that all the Leases of the Property are in materially identical terms to those in the hearing bundle.
7. The Statement of Case filed on behalf of the Second Respondent at pages 172-286 appears to have been prepared and served by a paralegal in the legal department of Emeria the Second Respondent’s agent.

Procedure and evidence available to the Tribunal

8. The Tribunal identified a single issue namely whether on the date on which the notice of claim was given, the Applicant was entitled to acquire the Right to Manage the Property specified in the claim notice.

9. The Tribunal issued case management Directions on 9 May 2025. Those directions indicated a preliminary opinion that the application was likely to be suitable for determination on the papers. The Directions indicated that the Tribunal would only consider documents in the hearing bundle. There have been no objections to this approach.
10. The hearing bundle prepared by the Applicant comprises 291 numbered pages. On 11th August 2025 the Bundle was reviewed to consider whether the application remained suitable to be dealt with on the papers. The Tribunal reached the view it was in the interests of justice and consistent with the overriding objective in Rule 3 of the 2013 Tribunal Procedure Rules to determine this application without a hearing, given the absence of any objection pursuant to rule 31 (3) of those Rules. For reason given below that remains the position.
11. The Tribunal has carefully considered all the points raised by the parties in their statements of case. Omission to refer to them in terms should not be taken to indicate they have been overlooked.

Agreed facts

12. The Second Respondent in its (unsigned and undated) statement of case at page 172 refers to the following facts which are not in dispute:
13. The Property is located within an estate known as Ingress Park. The estate consists of 87 apartment blocks and 1038 units. The Estate is described in the Leases as “that part of the Development (other than the Public Open Space) upon which the Developer is construction or has constructed the Dwellings”.
14. Each of the block known as Darbyshire House and Oarsman House is described in the Leases as “one of the Buildings being that in which the Property is situate together with the soft and hard landscaped areas in the curtilage thereof”. “Property” in the context of the lease refers to an individual flat.
15. “The Buildings” are defined in the Leases as “the buildings forming part of the Estate comprising of several flats and all structural parts thereof including the roofs gutters rainwater pipes foundations, undercroft car park, floors all walls bounding individual Dwellings therein all support structures and all external parts of the buildings and all Service Installations not used solely for the purpose of an individual Dwelling nor individual commercial premises”
16. The Property consists of two Blocks (as defined in the Leases).
 - a. Block 4C - Darbyshire House which consists of 76 residential units.
 - b. Block 4D - Oarsman House which consists of 30 residential units.

Broadly, this description is reflected in the planning drawing exhibited by the Second Respondent at page 286 and in the Lease plans incorporated into each Lease at pages 111 and 162 for example.

17. Underneath the Property is a shared basement level underground car park (described as the Undercroft in the Leases) which both Darbyshire House and Oarsman House have direct vehicular and pedestrian access to. It is unclear from the plans in the Leases whether the footprint of the car park extends past the ground level footprint of the blocks. There is also surface level parking around the perimeter of the Property and in between the Blocks.
18. The Property has a shared district heating system which serves the two Blocks.
19. The Blocks are considered to be high risk buildings under the Building Safety Act 2022 and the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023. There are two separate registrations – one for each Block (pages 105-108).
20. The Second Respondent accepts that a building includes parts below ground level - : paragraph 17 of its Statement of Case.

The issue

21. The only basis on which the Second Respondent now opposes the Applicant's claim is that the Property does not satisfy the definition of "premises" in section 72 of the 2002 Act: paragraph 16 of its Statement of Case. In other words, the contention that the provisions of sections 72(1)(b) and 72(1)(c) of the Act are not satisfied is no longer pursued.
22. The Second Respondent asserts that at ground level the Property contains two separate buildings.
23. The Applicant asserts that as both blocks share an underground car park they are not structurally detached for the purpose of section 72 of the Act.
24. The Second Respondent says "The question of whether a building is "structurally detached" is clearly a mixed one of fact and law".

Relevant statutory provisions

25. The material parts of Section 72 of the Act provide:
 - (1) This Chapter applies to premises if—
 - (a) they consist of a self-contained building or part of a building, with or without appurtenant property,
 - (2) A building is a self-contained building if it is structurally detached.

- (3) A part of a building is a self-contained part of the building if—
- (a) it constitutes a vertical division of the building,
 - (b) the structure of the building is such that it could be redeveloped independently of the rest of the building, and
 - (c) subsection (4) applies in relation to it.
- (4) This subsection applies in relation to a part of a building if the relevant services provided for occupiers of it—
- (a) are provided independently of the relevant services provided for occupiers of the rest of the building, or
 - (b) could be so provided without involving the carrying out of works likely to result in a significant interruption in the provision of any relevant services for occupiers of the rest of the building.
- (5) Relevant services are services provided by means of pipes, cables or other fixed installations.”

The Second Respondent’s contentions

- 26. These are found in its Statement of Case. It is said that the two blocks “appear to be” detached buildings.
- 27. The Second Respondent says the decision in *Triplerose Ltd v 90 Broomfield Rd RTM Co Ltd* [2016] 1 WLR 275 determined one RTM company, such as the Applicant, could only acquire the right to manage one set of premises as defined in the Act.
- 28. The Second Respondent argues the presence of the underground car park which exceeds the footprint of any individual block and of all the blocks combined means it is “unlikely that any individual building could satisfy the vertical divisibility test at section 72(3)(a) of the Act and refers to *London Rent Assessment Panel v Holding and Management (Solitaire) Ltd v* [2007] LRX/138/2006.
- 29. The Second Respondent asserts the “gaps” between the buildings Darbyshire House and Oarsman House do not appear to have a specific function in the design of the buildings. They do not exist to allow movement of the buildings. It is said the gaps are significant. They are part of the design in the sense that at ground level they appear as two separate buildings. The gaps are not serving a “design” purpose.
- 30. In its response of 19 July 2025 at pages 290-291 the Second Respondent maintains the Applicant has not produced any evidence of structural interdependence between the blocks and car park.

The Applicant's contentions

31. The Applicant argues Darbyshire House or Oarsman House are not structurally detached at basement level, and no evidence has been supplied to the contrary. The Applicant says the design gaps at ground level are irrelevant to the "physical test" set out below
32. The Applicant refers to the decision of the Court of Appeal in *Assethold Ltd -and- Eveline Road RTM* [2024] 2 WLR 1065 at paragraph. 36 "Whether premises satisfy the definition of "self-contained building or part of a building" is a purely physical test. The definition is concerned only with the structure of the built envelope, its internal structure, and the separability of services".
33. The Applicant relies upon an email from the Second Respondent at 16:10 on Friday, 10 January 2025; which said (among other things)

"FirstPort have opposed the RTM Claim for Darbyshire House & Oarsman House, Clovelly Place, Greenhithe, DA9 9UY on the following grounds:

1. s.72(2) of the Commonhold and Leasehold Reform Act 2002 - the buildings are not structurally detached as both blocks share an underground car park. This car park lies below both buildings. "

Firstport Property Management Limited is a former name of the Second Respondent.

33. The Applicant says it is an agreed fact that Darbyshire House and Oarsman House are not structurally detached as connected by an underground car park.

Inspection

34. Neither party invited the tribunal to inspect the premises. Paragraph 13 of the directions of 9th May 2025 indicated that the Tribunal would not inspect the property. The parties were invited to provide photographs in a separate bundle if the condition of the property was thought to be salient to the issues. Those directions indicated the Tribunal may also seek to view the property on the Internet. No photographs were provided by the parties.

Expert evidence

35. Neither the Second Respondent the Applicant indicated expert evidence was required. Paragraph 21 of the case management directions enabled them to do this. Expert evidence may have been helpful to address the issue of structural connection. However the overriding objectives of determining this application promptly and economically having regard to the resources of the parties in the light of the submissions, militates against any further adjournment.

Configuration and structure of the Property

36. The layout and location of Derbyshire House and Oarsman House are confirmed by plans incorporated into each lease contained in the hearing bundle. Each lease plan also contains plan of the car park at basement level. It is evident from the plans the car park is for the use leaseholders and visitors of both blocks. The Lease plans confirmed the basement car park area known as the undercroft also houses three areas designated as plant room and three areas designated as refuse store.
37. The Lease plans and Google Earth Street View confirm that there is only one vehicular entrance to the basement car park known as the undercroft. That entrance is from the road to the east of both blocks described as Wainwright Avenue.
38. Each lease contains materially identical provisions enabling leaseholders to be charged for maintenance and insurance costs of the undercroft at part F of the Sixth Schedule.
39. It is evident from the Lease, the planning drawings at pages 170 and 285-286 and the plan referred to below that both blocks were part of a wider Ingress Park development including other residential blocks constructed at a similar date.
40. At page 171 of the bundle there is a more detailed plan of the basement level car parking area known as the Undercroft. This plan was prepared by architects on behalf of the original landlords Crest Nicholson in 2010. It contains the following relevant annotations.
41. Next to a line on this plan running east to west at a point nearly midway between where the blocks are located at ground level there are the following annotation “Expansion joint abuts block 4D transfer slab refer to engineer for details”. Further to the right (east) along the same line there are annotations the same plan which reads “extent of transfer slab shown dotted”, “movement joint” and “structural blade wall length to be confirmed”. Beneath those annotations and that line there is a further annotation which reads “ Note lower ground floor slab laid to falls see structural engineer’s details”.
42. A transfer slab is a means of support for upper level where the use of the upper level differs from that at the lower level. It suggests a structural connection between that part of the basement and the upper area, potentially a block or other structure over the basement car park. Structural connection in these reasons should be taken to include providing support.
43. The annotation “Expansion joint abuts block 4D transfer slab “ suggests a structural connection between the slab and block D. The use of expansion joints in this context suggests that the transfer slab and basement was

structurally associated with Block D – to allow for movement between the two parts.

44. The drawing at page 171 also shows areas for each building at basement level which are on the balance of probabilities likely to be the “core” of each of the two buildings at basement level containing for example firefighting lifts, cold water booster room, equipment room and telecom area around stairs leading to upper floors. In modern design the core area for services also has a structural function.
45. The Tribunal concludes any gaps at ceiling of the basement level in the car park area were designed and constructed to enable both blocks to operate as a single structure. This design method would appear to be similar to that in the *Palgrave Gardens development* described in *Consensus Business Group (Ground Rents) Ltd -v- Palgrave Gardens Freehold Company Ltd* [2022] HLR 1 (paragraphs 9-12). In particular it seems likely there was basement slab and a podium slab at ground level running the full length of the car park possibly under or adjacent to the blocks. Each these slabs would have provided support to adjacent structures or areas.
46. The Tribunal bears in mind that the drawing at page 171 may not necessarily reflect the final construction method. That possibility is discounted as the Second Respondent did not assert the drawing was inaccurate. The Second Respondent would have been in a position to obtain the relevant drawings being one of the original parties to the Leases and would have had access to publicly available drawings used to secure planning permission had it wished to challenge the accuracy of the drawing at page 171.
47. The gap or area at ground floor level between the two blocks shows a significant number of surface level allocated car parking spaces as depicted on the plan (and on google street view) and is accessed for vehicle by a surface level ramp from Wainwright Road.
48. Taking all of this into account (including the acknowledgement from the Second Respondent’s agent in January 2025), the Tribunal concludes on the balance of probabilities that the two blocks are structurally interdependent. In other words they are not structurally detached.
49. The existence of the plant rooms at opposite ends of the basement car park is consistent with the design and construction of the car park being integral to the functioning of each of the two blocks known as Darbyshire House and Oarsman House.
50. The Tribunal recognises that the evidence about structural interdependence is not clear or direct. The Tribunal considers it reasonable to reach conclusions from the available evidence, in the light of the fact the parties (and specifically the Second Respondent) have chosen not to adduce better or more accurate evidence of relevant structural features.

Analysis

51. The Claim form asserts the “premises” are a self-contained building or part of a building with or without appurtenant property containing 90 flats.
52. The two blocks and the basement car park beneath together are a self-contained building for the purpose of section 72(1)(a) and 72(2) of the Act. The Applicant does not argue they are self-contained parts of a building and the claim notice asserts the right to manage both blocks, not either. Accordingly it is not necessary to go on to consider the issue of whether either block satisfies the requirement of vertical division in section 72(3) of the Act.
53. The Second Respondent disputes the proposition that either block could amount to a self-contained part of the building within section 72(1)(a) and 72(3) of the Act: see paragraph 22 of its statement of case.
54. The Second Respondent contends *Triplerose Ltd v 90 Broomfield Rd RTM Co Ltd* [2016] 1 WLR 75 is authority for the proposition one RTM company, may only acquire the right to manage one set of premises as defined in the Act. The Court in *Triplerose* was considering the position where each block (there described as buildings) was self-contained (i.e. structurally detached). That is not the position here.
55. The Court of Appeal in *Assethold Ltd v Eveline Road RTM* [2024] 2 WLR 1065 held at paragraph 36 “Whether premises satisfy the definition of “self-contained building or part of a building” is a purely “physical test”. The definition is concerned only with the structure of the built envelope, its internal structure, and the separability of services”. In that case, the Court declined to accept that in *Triplerose* should be read as holding that one RTM company, may only acquire the right to manage one set of premises as defined in section 72 of the Act. The Court in *Assethold* rejected the argument that it was not open to an RTM to acquire more than one “set of premises” either a self-contained building or more than one part of a self-contained building.
56. There is nothing in the *Triplerose* decision which prevents the Tribunal from finding (as it does) that the two blocks known as Darbyshire House and Oarsman House and the basement car park are a self-contained building.
57. The Second Respondent referred to *Albion Residential Ltd -v- Albion Riverside Residents RTM Company Ltd* [2014] UKUT 006. That was a decision on its own facts which is of limited relevance to this application.

RIGHTS OF APPEAL

1. 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.
2. 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.
3. 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.
4. 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.