



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

Case reference	:	CAM/00MC/LVT/2025/0001 & 3
Property	:	63-86 Rowe Court Grovelands Road Reading RG30 2HZ
Applicants	:	1. Long Term Reversions (Torquay) Limited 2. Long Term Reversions (Harrogate) Limited
Representative	:	Ella Purkis, Legal Team, Pier Management Ltd
Respondents	:	Rowe Court Management Company (Reading) Limited, the leaseholders listed in Annex A to the accompanying Order and Skipton Building Society
Type of application(s)	:	To vary leases (s.37)
Tribunal member(s)	:	Judge David Wyatt Judge Bernadette MacQueen
Date of decision	:	18 December 2025

DECISION

Decision

- (1) On the new case (CAM/00MC/LVT/2025/0003), the tribunal makes the Order enclosed with this decision to vary the relevant leases with effect from the date of the Order.
- (2) The tribunal consents to withdrawal of the earlier case (CAM/00MC/LVT/2025/0001), so that withdrawal takes effect.

- (3) By **6 January 2026** the Applicants must send a copy of this decision and the Order to the Respondents, by first class post and (where the Applicants have e-mail addresses for the Respondents) by e-mail.

Reasons

Background

1. The freehold property registered under title number BK347399 includes the Rowe Court estate (Nos. 1-12 and 14-106) and is subject to a registered charge. The freeholder and landlord was the First Applicant, Long Term Reversions (Torquay) Limited. On 30 September 2025, the freehold was transferred to the Second Applicant, Long Term Reversions (Harrogate) Limited, an associated company. This was said to be part of a group portfolio change, with a pending application with the Land Registry to register the transfer.
2. The 63-86 Rowe Court building is described as a four-storey block of flats. Following a catastrophic fire in December 2021 and a lengthy criminal investigation, the previous building had to be demolished and insurers paid for a replacement building to be constructed. Recently, the works were completed and leaseholders/occupiers regained access.
3. The long leases of the 24 flats in the building were granted between 1993 and 1995, each for a term of 125 years from 1 November 1989. It was explained that the new building matches the original as closely as possible. However, modern planning and building regulations required larger internal areas (with balconies) and additional equipment (such as heat source pumps, lifts and fire alarms). Accordingly, the Applicant(s) sought to vary the leases to reflect new floorplans in the new larger building, and to provide for the additional equipment and service charges for that equipment.
4. The first lease variation application was made earlier this year (CAM/00MC/LVT/2025/0001). The background is described in the directions given on 19 June and 18 July 2025. Skipton Building Society were joined as additional Respondents and made representations. Understandably this first application had been prepared in haste but it appeared irretrievably defective (as discussed at the hearing on 27 August 2025). The Applicants then needed time to procure new proposed lease plans and deal with other matters before seeking the necessary consents and then making their new application.
5. The new application (CAM/00MC/LVT/2025/0003) was sent to the tribunal office on 5 November 2025. In the new application, the Applicant(s) seek to vary the 24 leases under section 37 of the Landlord and Tenant Act 1987 (the “**1987 Act**”), producing a draft variation order with annexures which include detailed new lease plans. The Applicants said that before the application was made 23 of the leaseholders consented, and there were no objections. The Applicants’ representative explained they were sending to all leaseholders and

mortgagees a hard copy of the application, and providing digital access to all enclosures (with hard copies to be provided on request). Sections 37 and 38 of the 1987 Act are reproduced in the Schedule to this decision.

6. On 10 November 2025, the tribunal gave case management directions requiring the Applicants to send to all Respondents and all holders of charges registered against the leases copies of the directions and a statement of case confirming any proposed date from which the variations would take effect and that all leases are in the same relevant terms or a schedule setting out all relevant differences. By 28 November 2025, any charge holder who wished to make representations was required to apply to the tribunal (no such application was made in relation to the new case) and any Respondent who wished to oppose the proposed variations or make any other representations needed to send these to the Applicants. We gather no responses were received. The hearing was fixed for 16 December 2025. Pursuant to the directions, the Applicants produced a helpful hearing bundle. The directions had identified potential issues, including those shown in bold below.
7. At the hearing by video on 16 December 2025, the Applicants were represented by Gemma Hawthorne and Ella Purkis. Others attended to observe. Ms Hawthorne explained that Karl Anders of Walker Morris (for Skipton Building Society) had just written confirming that he would not be attending the hearing, having agreed undertakings from them to preserve their security if the tribunal made the new variation order sought.

Can the object be achieved satisfactorily without all the leases being varied to the same effect, and are the proposed variations within the contemplation of sections 37 and 38 of the 1987 Act?

8. The Applicants said that the object was to ensure the leases appropriately reflect the new layout of, and new infrastructure within, the new building. They hoped the effect of the variation would be to, so far as possible, restore the leaseholders and management company to their previous position. They said it was necessary that all leases be varied to the same effect simultaneously to ensure smooth management of the Property.
9. We accept these submissions. In the circumstances, the current lease provisions and plans are obviously no longer sufficient or satisfactory. It was not disputed and we are satisfied that the object cannot be achieved satisfactorily without all the leases being varied to the same effect. These variations are, albeit unusual, within the scope of the relevant provisions. The variations will create new service charge liabilities, but there is no dispute about these or that the new infrastructure/installations were required by modern planning and building regulations. It is obviously important that corresponding

provisions apply from the same time in each lease for the benefit of all parties, including the leaseholders and the management company.

10. The Applicants confirmed that all the leases are on the same relevant terms except for clause 1 (the demise). In the leases of the ground or first floor flats, clause 1 has sub-clauses (i) to (iv). In the leases of the duplex flats on the second and third floors, clause 1 has an additional sub-clause (v) to include in the demise any cold water storage tank in the roof space above the ceiling of the flat and the pipes connected to it. Accordingly, the Applicants confirmed that they have in their new draft variation order split the two categories of leases and the numbering of their variations so that these match.

Whether section s.37(5) and (6) have been satisfied (the application may only be made if it was not opposed by more than 10% of the parties concerned and at least 75% consented to it);

11. The Applicants said that, when they made their application, 22 of the leaseholders had consented, and so had the management company. No objections had been received. The application dated 5 November 2025 had been accompanied by forms, signed by a director of the management company and by the leaseholders of all the flats save for Nos. 65 and 76, supporting the application to the tribunal to vary their leases. On the day they made their application, 5 November 2025, the leaseholder of No.65 also signed a similar form.
12. The directions noted that the Applicant may wish to produce a witness statement to ensure they could show specific consents had been obtained, but made it clear that if there were no objections the tribunal was likely to proceed on the basis that the application is entirely unopposed and specific consent to the proposed variations and plans was obtained before the application was made.
13. Daniel Harrison, the managing director of Pier Management Limited, produced a supporting witness statement. This confirmed that on 27 October 2025 he had sent an e-mail to the Respondents in respect of the proposed new variation application, requesting their consent. He confirmed that the new draft variation order was attached, with the proposed annexures A, B and C (detailing the relevant parties, leases and plan locations) and annexure D (the new lease plans). He confirmed the draft order and annexures attached to the application were those attached to his e-mail of 27 October 2025.
14. None of this was disputed. Accordingly, we are satisfied that the forms signed by or for the relevant parties were consenting to the actual variations and plans proposed, so 23 (the 22 leaseholders and the landlord, if the management company is disregarded), far more than the threshold of at least 75% of the total number of parties concerned (25, on the same basis) consented to the proposed variations set out in the application before it was made. Only two leaseholders had not signed at the relevant time. The application was not opposed by any

person. Accordingly, section 37(5) and (6) of the 1987 Act were satisfied.

Section 38(6) and (10) of the 1987 Act

15. In 56 Westbourne Terrace RTM Company Limited v Polturak & Ors [2025] UKUT 88 (LC), the checklist in relation to the general provisions included: (2) whether the variation would substantially prejudice any person; (3) if so, whether money would be adequate compensation for that prejudice; (4) whether for any other reason it would not be reasonable in the circumstances for the variation to be effected; (5) whether any variation should take effect retrospectively, or only from the date of the application or this decision; and (6) whether compensation should be paid to any person in respect of any loss or disadvantage they are likely to suffer as a result of the variation.
16. The Applicants said no compensation should be payable to any person in consequence of the variation, since no prejudice should be suffered. They acknowledged the variation would add service charge liabilities in respect of the new infrastructure, but observed these were required by modern regulations, the building and installations are new and the leaseholders will benefit from larger flats than those originally demised. The Applicants had agreed in the new draft variation order to deal themselves with all applications to the Land Registry to implement the variations. At the hearing, they confirmed they were funding the variation and registration applications themselves and would not be passing the cost on to the Respondents or their lenders.
17. None of this was disputed and there was no request for compensation. We note that the variations are expressed to extend the terms of the leases, from 125 to 129 years from 1 November 1989, all but one of the leaseholders (No.76) has now consented, there is no opposition and the management company has also consented. The Applicants did not know why the leaseholder of No.76 had not given consent so far, but confirmed they had consented to the previous application.
18. At the hearing, the Applicants confirmed they would provide consent from their mortgagee. They also agreed wording, as set out in the order, which aims to avoid prejudice to the mortgagees of the leasehold titles by requiring that the relevant applications to the Land Registry be accompanied by new charges or deeds of substituted security, since it seems the existing leasehold titles would need to be closed and replaced with new titles. The Applicants had previously suggested this be left to the Land Registry to raise in requisitions, but it seems better to make some provision for what seem to be the usual requirements for making such applications.
19. Skipton Building Society did not participate in the new case or attend the hearing. We gather they have accepted undertakings from the Applicant(s) or their solicitors. None of the other mortgagees sought any provisions in the order or made any other representations.

20. Accordingly, we do not consider that the variation would substantially prejudice any person, that for any other reason it would not be reasonable in the circumstances for the variation to be effected, or that we should order any payment of compensation under section 38(10). The tribunal had already observed in the earlier case that it was not clear why the Applicants did not simply enter into deeds of variation with each of the leaseholders, but the Applicants wished to pursue a variation order and in the circumstances we are content to make such an order.

Terms of the variation order

21. The Applicants confirmed they were not seeking a retrospective variation. They considered that the variations should take effect from the date of the variation order. The terms of the accompanying variation order are those produced by the Applicants, with provision in relation to mortgagees and minor corrections as discussed at the hearing. It is produced as two documents: (1) the order incorporating annexes A to C (as described above); and (2) annex D (the new lease plans).

Previous application

22. At the hearing, the Applicants gave notice of withdrawal of their original application (CAM/00MC/LVT/2025/0001). We consented to the withdrawal, which accordingly takes effect.

Name: Judge David Wyatt **Date:** 18 December 2025

Rights of appeal

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).

Sections 37 & 38 of the Landlord and Tenant Act 1987

37.— Application by majority of parties for variation of leases.

- (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.

38.— Orders varying leases.

- (1) If, on an application under section 35, the grounds on which the application was made are established to the satisfaction of the tribunal, the tribunal may (subject to subsections (6) and (7)) make an order varying the lease specified in the application in such manner as is specified in the order.
- (2) If—
 - (a) an application under section 36 was made in connection with that application, and
 - (b) 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 under section 36,

the tribunal may (subject to subsections (6) and (7)) also make an order varying each of those leases in such manner as is specified in the order.

(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.

(4) The variation specified in an order under subsection (1) or (2) may be either the variation specified in the relevant application under section 35 or 36 or such other variation as the tribunal thinks fit.

(5) If the grounds referred to in subsection (2) or (3) (as the case may be) are established to the satisfaction of the tribunal with respect to some but not all of the leases specified in the application, the power to make an order under that subsection shall extend to those leases only.

(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.

(7) A tribunal shall not, on an application relating to the provision to be made by a lease with respect to insurance, make an order under this section effecting any variation of the lease—

- (a) which terminates any existing right of the landlord under its terms to nominate an insurer for insurance purposes; or
- (b) which requires the landlord to nominate a number of insurers from which the tenant would be entitled to select an insurer for those purposes; or
- (c) which, in a case where the lease requires the tenant to effect insurance with a specified insurer, requires the tenant to effect insurance otherwise than with another specified insurer.

(8) A tribunal may, instead of making an order varying a lease in such manner as is specified in the order, make an order directing the parties to the lease to vary it in such manner as is so specified; and accordingly any reference in this Part (however expressed) to an order which effects any variation of a lease or to any variation effected by an order shall include a reference to an order which directs the parties to a lease to effect a variation of it or (as the case may be) a reference to any variation effected in pursuance of such an order.

(9) A tribunal may by order direct that a memorandum of any variation of a lease effected by an order under this section shall be endorsed on such documents as are specified in the order.

(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.