



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

Case reference : **LON/00BK/OLR/2025/0771**

Property : **204 Clive Court, 75 Maida Vale, London W9 1SF**

Applicant : **Anda Maltais**

Representative : **In person**

Respondent : **Clive Court (Reversions) LLP**

Representative : **N/A**

Type of application : **Grant of a new lease – Leasehold Reform, Housing & Urban Development Act 1993**

Tribunal members : **Judge Tagliavini
Mrs E Flint FRICS**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of hearing : **18 November 2025**
Date of decision : **16 December 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal disallows the amendments put forward by the applicant to clauses 4.2 4.3 and 4.4 in the draft lease and are not to be included in the terms of the new lease.
 - (2) The tribunal disallows the amendment put forward by the respondent to clause 6.3 in the draft lease and this is not to be included in the new lease.
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The application

1. This is an application pursuant to the provisions of the Leasehold Reform, Housing & Urban Development Act 1993 ('the 1993 Act'). in which the applicant seeks the grant of a new lease of the subject property at **204 Clive Court, 75 Maida Vale, London W9 1SF** ('the property').

The background

2. The lease of the subject property is dated 30 October 1987 made between Corvan (Properties) Limited (1) and Eleazar Saville and Lily Saville (2) and grants a term of 125 ears with effect from 29 September 1985. The registered freeholder is Clive Court (Maida Vale) Freehold Limited and the respondent the superior landlord pursuant to an interest dated 11 December in which the freeholder granted a lease of 999 years with effect from 10 December 2018 subject to the applicant's lease.

3. In a Statement of Agreed Facts dated 9 September 2025 the following matters were agreed between the parties:

Valuation date:	3 July 2024
Unexpired existing lease term:	86.23 years
Capitalisation rate for ground rents:	7%
Relativity:	5%
Marriage value:	N/A

4. Prior to the hearing the parties agreed the premium payable for the new lease. Consequently, the only issue that remained for determination by the tribunal were four points that remained in dispute in respect of the new lease.

The hearing

4. An oral video hearing was held at which the applicant appeared in person. The respondent did not attend and was not represented but relied solely on the 6 pages of written submissions sent to the applicant and to the tribunal in addition the hearing bundle of 184 digital pages.

The tribunal's reasons

5. Having had regard to the parties written and oral submissions as well as the documents relied upon by the parties the tribunal makes the decision recorded above.
6. The amendments (in red) sought by the applicant but not agreed by the respondent are:
 - 4.2 In clause 4(vi) of the Flat Lease the words “the Lessor” shall be substituted by the words “the Lessor, **or** the relevant superior landlord”
 - 4.3 In clause 4(xi) of the Flat Lease the words “the Lessor or its Managing Agents” shall be substituted by the words “the Lessor or its Managing Agents and (if **reasonably** required by the Lessor) any superior landlord or its Managing Agents”
 - 4.4 In clause 4(xxii) of the Flat Lease the words “the Lessor or its Managing Agents” shall be substituted by the words the Lessor or its Managing Agents **or** (if **reasonably** required by the Lessor) any superior landlord or its Managing Agents”
7. The amendments (in red) sought by the respondent but not agreed by the applicant are:
 - 6.3 **The landlord shall not be personally liable under any of the covenants on his part herein contained otherwise than in respect of breaches thereof for which he is responsible**
8. In support of its amendments the Mr Maltais submitted that this application concerned a simple renewal of the lease and that there should be no additional burdens placed on the leaseholder. The current intermediate landlord was not acting like a landlord at all and this was a disadvantage, as the applicant had had to pay three sets of costs in seeking a licence to alter the subject premises.
9. Mr Maltais told the tribunal that clause 6.3 was a completely new clause and in any event his lease was not in the same form as the one relied upon by the respondent at 214 Clive Court, as an example of the need for consistency in terms.
10. In its written submissions, the respondent asserted that it was entitled to retain the original wording of clause 4.2 without the applicant's proposed amendment. The respondent understood this amendment

seeks to avoid the tenant being required to pay the costs, charges and expenses incurred by the landlord and a superior landlord resulting from the tenant's breach. The respondent therefore considers that the word "or" should not be added as it would be unreasonable for the tenant not also to have to pay the costs, charges and expenses incurred by a superior landlord in circumstances where they arise from the tenant being in breach of the terms of the lease.

11. The respondent submitted that it is entitled to retain Clause 4.2 of the new lease without the Applicant's proposed amendment and that the clause as drafted is a permitted modification of the existing lease in accordance with section 57(6)(b) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the 1993 Act") in view of the change that has occurred in the superior lease structure relating to the Flat since commencement of the existing lease.
12. The respondent submitted that clause 4.3 of the new lease extends clause 4(xi) to apply (if that should be required by the landlord) to any superior landlord or its managing agents as well as to the landlord or its managing agents. Consequently, clause 4.3 reflects the new superior lease structure in respect of the Flat and ensures that the superior landlord (currently the freeholder) will have the same access and rights to require and carry out necessary works.
13. The respondent submitted that the freeholder has those same rights in the Intermediate Lease as against the landlord pursuant to clause 6.1 of the Intermediate Lease (page 114 of the hearing bundle). It is therefore necessary and appropriate for the freeholder's rights of access to be reflected similarly in the new lease. Further, the applicant seeks to amend clause 4.3 of the new lease by adding the word "reasonably" so that the access would only be extended to the freeholder or their managing agents if "reasonably" required by the Lessor. This creates ambiguity and also an inconsistency between the Intermediate Lease and the new lease. It could lead to practical difficulties and delays or place the landlord in breach of the Intermediate Lease in circumstances where the landlord needs to allow the freeholder access to the Flat for the purposes specified in the clause and the tenant seeks to argue whether or not the landlord is being reasonable in doing so.
14. The respondent submitted that clause 4.4 of the new lease extends clause 4(xvii) to apply also to other matters that may reasonably be imposed by the superior landlord or its managing agents in substitution or in addition to those set out in the Third Schedule of the existing lease. 4.3.3 In each case, the substitute or additional matters can only have effect of they are reasonably imposed. Further, clause 4.4 reflects the new superior lease structure in respect of the Flat. It was therefore necessary and appropriate for the clause to be reflected similarly in the new lease.

15. The respondent submitted in respect of the new clause 6.3 that the applicant now seeks to omit it in its entirety. However, the respondent should be permitted to rely on this clause as clause 57(8A) of the 1993 Act states:

A person entering into any covenant required of him as landlord (under subsection (8) or otherwise) shall be entitled to limit his personal liability to breaches of that covenant for which he is responsible.

16. The respondent submitted that as a similar clause had been included in the new lease of another property at Flat 214 Clive Court and that the same term should now also be included in this instance to ensure all leases were in similar terms and/or the new lease in the current application should follow the precedent set in Flat 214 Clive Court.
17. The respondent also submitted Clauses 4.2, 4.3 and 4.4 of the new lease were agreed in their unamended form in the lease of Flat 214 Clive Court. They are clauses 4.2 4.3 and 4.4 of the lease of flat 214 (at page 188 of the hearing bundle). 8. The same clauses have therefore previously been accepted in respect of the grant of a new lease of another flat in the building in respect of which the Applicant's solicitor acted for the tenant and the Respondent is under an obligation to ensure that leases are in substantially similar terms mutatis mutandis.
18. The tribunal had regard to s.57 of the 1993 Act the relevant part of which states:

(1) Subject to the provisions of this Chapter (and in particular to the provisions as to rent and duration contained in section 56(1)), the new lease to be granted to a tenant under section 56 shall be a lease on the same terms as those of the existing lease, as they apply on the relevant date, but with such modifications as may be required or appropriate to take account—

- (a) of the omission from the new lease of property included in the existing lease but not comprised in the flat;*
- (b) of alterations made to the property demised since the grant of the existing lease; or*
- (c) in a case where the existing lease derives (in accordance with section 7(6) as it applies in accordance with section 39(3)) from more than one separate leases, of their combined effect and of the differences (if any) in their terms.*

(2) Where during the continuance of the new lease the landlord will be under any obligation for the provision of services, or for repairs, maintenance or insurance—

(a) the new lease may require payments to be made by the tenant (whether as rent or otherwise) in consideration of those matters or in respect of the cost thereof to the landlord;

19. The tribunal accepts the respondent's arguments that the applicant's amendment to include the word 'or' in clause 4.2 is unnecessary and potentially prejudicial to the lessor and any other relevant person. The tribunal accepts that the addition of the word 'reasonably' in clauses 4.3 and clause 4.4 has the potential to create ambiguity. Further, the tribunal finds the word 'reasonably' adds little of substance to the terms of the new lease, as charges made by the landlord are required to be reasonable and are open to statutory challenge.
20. The tribunal finds that 6.3 is a completely new clause and is neither necessary nor required in order to make sense of the terms of the old (or new) lease. The tribunal considers the suggested amendments is effectively a 'blanket' clause and one that is usually reserved in the creation of a new leasehold and not an existing one.
21. Therefore, the tribunal determines the applicant's suggested amendments to clauses 4.2 4.3 and 4.4 are disallowed.
22. The tribunal also determined the respondent's suggested amendment at clause 6.3 is disallowed.

Name:

Judge Tagliavini

Date: 16 December 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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).