



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

Case reference : **LON/00BK/LVT/2025/0003**

Properties : **Rivermill, 151 Grosvenor Road, London,
SW1V 3JN**

Applicant : **Number 151 Proprietors Limited**

Representative : **Guillaumes LLP (Pritti Amin)**

Respondents : **The 42 leaseholders at Rivermill, 151
Grosvenor Road**

Representative : **-**

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** : **24 March 2026 at
10 Alfred Place, WC1E 7LR**

Date of Decision : **27 March 2026**

DECISION

The Tribunal makes an Order pursuant to section 38 of the Landlord and Tenant Act 1987 varying all the residential leases in respect of Rivermill, 151 Grosvenor Road, London, SW1V 3JN. The effect of the variation is to remove an absolute prohibition on alterations and insert a new clause permitting non-structural alterations and additions with the written consent of the landlord.

Introduction

1. On 19 August 2025, the Applicant issued this application to vary the leases of the 42 leases at Rivermill, 151 Grosvenor Road, London, SW13 5N. The grounds for making the application is set out in the Applicant's Statement of Case. The need to amend the leases has arisen as a result of the Supreme Court decision in *Duval v 11-13 Randolph Crescent Ltd* [2020] UKSC 18.
2. The Applicant had sought to vary the lease by agreement. However, at the time of the application, 38 of the 42 leaseholders agreed to the proposed variation, but three did not respond either agreeing or disagreeing. Thus 93% of the leaseholders supported the proposed variation.
3. On 2 October 2025, the Tribunal gave Directions. By 16 October 2025, 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. The Applicant has confirmed that it has complied with this Direction, with an accompanying letter dated 14 October 2026.
4. By 6 November 2025, any party who opposed the application was required to return a Reply Form. No party has done so. Twenty seven leaseholders have confirmed that they support the proposal. The Crown Estate Commissioners, the freeholders, have confirmed their support for the variation.
5. The Directions provided for the application to be determined on the papers. No party requested an oral hearing.
6. On 13 February 2026, when I first considered this application on the papers, I was unsure of the precise variations that the Applicant was seeking. I therefore sent the Applicant a template for a draft Order and asked her to complete it.
7. On 19 February 2026, the Applicant sent a number of documents to the Tribunal. This included an Amended Statement of Case.
8. On 2 March 2026, I gave further consideration to the application. The Applicant had not completed the template as I had requested. A particular problem is that there are three types of lease. The Bundle only included one type of lease. It was essential to know what form of lease relates to each flat. The Applicant stated that all leaseholders now agree to the proposed variations.
9. I therefore gave further Directions setting the matter down for an oral hearing on 24 March 2026. I directed that only the Applicant should attend.
10. On 24 March 2026, I had anticipated that the solicitor with conduct of this case on behalf of the Applicant would attend. The Solicitor had only provided two of the three types of lease. She had not returned the template in the form that I had requested.

11. The Applicant was rather represented by Mr James Pickering from Aspect Property Management, the managing agents. Happily, Mr Pickering had recognised the need to address that problems that I had identified. He was able to provide a copy of the third version of the leases. It is not only the numbering that is different. The covenant that needs to be amended relates to the "Landlord", the "Company" and the "Management Company" depending upon the form of the lease. Mr Pickering and I worked through my template and had no difficulties in agreeing the variations that are required. Mr Pickering subsequently returned the completed Appendix which is annexed to my Order.
12. This application would normally have been determined on the papers. However, in order to do so, it requires any applicant to comply with the Directions given by the Tribunal. The Applicant has not been well served by Guillaumes. The solicitor should consider whether should waive any of their fees arising on or after 2 March up to this date. An oral hearing should not have been necessary.

The Law

13. 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:

“(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.”

14. 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.

15. 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

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

17. 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 permit the leaseholders to make alterations to their flats.

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

The answer is "no". There needs to be a similar provision in all the flats.

(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.

18. 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.

19. The Directions also provided for the Applicant's Solicitor to file the attached Order with the Land Registry.

Judge Robert Latham
27 March 2027

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).



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
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SW1V 3JN**

Applicant : **Number 151 Proprietors Limited**

Representative : **Guillaumes LLP (Pritti Amin)**

Respondents : **The 42 leaseholders at Rivermill, 151
Grosvenor Road**

Representatives : **-**

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 of Order : **27 March 2026**

ORDER

UPON considering the applications made by Number 151 Proprietors Limited under section 37 of the Landlord and Tenant Act 1987

AND UPON the relevant reversionary title number to the residential leases at Rivermill, 151 Grosvenor Road, London, SW1V 3JN together with each leaseholder's name, flat number and title number, being specified in the Appendix to this Order.

IT IS ORDERED, pursuant to section 38, that each of the residential leases in respect of Rivermill, 151 Grosvenor Road, London, SW1V 3JN referred to below are amended as follows:

All Lease in the Appendix

1. Paragraph 9 of the Fourth Schedule of the lease is deleted and is replaced by the following:

“That the Tenant will not cut maim alter or injure any of the principal load bearing walls of Rivermill or any wiring cables pipes plumbing drains or ventilation ducts laid in or through or under Rivermill (whether or not the said principal load bearing walls wires cables pipes drains or ventilation ducts have been demised by this Underlease) and will not make any non-structural alterations or additions to the Demised Premises without the prior written consent of the Company - such work to be carried out in accordance with the current edition from time to time of the Company’s “Leaseholder Regulations for Carrying out Decorations and Permitted Building Works”.

Leases Specified in Part 1 of the Appendix

2. A new clause 8.3(c) shall be added to the Lease under "Landlord's covenants":

“This clause 8.3 will not apply in respect of the Tenant’s alteration covenant noted in paragraph 9 of the Fourth Schedule to the Lease where the Landlord has provided its consent to any alterations which, without such consent, would be in breach of that clause and any action taken by the Landlord in this respect will be entirely at its discretion”.

Leases Specified in Part 2 of the Appendix

3. A new clause 7.3(c) shall be added to the Lease under "Company's covenants":

“This clause 8.3 will not apply in respect of the Tenant’s alteration covenant noted in paragraph 9 of the Fourth Schedule to the Lease where the Company has provided its consent to any alterations which, without such consent, would be in breach of that clause and any action taken by the Landlord in this respect will be entirely at its discretion”.

Leases Specified in Part 3 of the Appendix

4. A new clause 6.3.3 shall be added to the Lease under "Management Company's covenants":

“This clause 8.3 will not apply in respect of the Tenant’s alteration

covenant noted in paragraph 9 of the Fourth Schedule to the Lease where the Management Company has provided its consent to any alterations which, without such consent, would be in breach of that clause and any action taken by the Landlord in this respect will be entirely at its discretion”.

IT IS FURTHER ORDERED that each of the variations referred to above are to take effect and bind each of the parties to the leases with effect from and including 27 March 2026.

The Tribunal **directs** the solicitor for the Applicant, Guillaumes LLP, no later than 8 May 2026:

(i) file a copy of this Order together with a copy of the Tribunal’s decision, at HM Land Registry.

(ii) confirm to the Tribunal that it has done so.

The Tribunal **directs** HM Land Registry to enter a note in the register of each of the leasehold titles of the residential leases in respect of Rivermill, 151 Grosvenor Road, London, SW1V 3JN (as set out in the Appendix) which are varied by this order and in the register of the relevant reversionary freehold title, confirming that the terms of the registered lease has been varied by this Order, dated 27 March 2026 and to file a copy of this Order under each affected title.

Judge Robert Latham
27 March 2026

Appendix to Order

Tribunal Case Reference: LON/00BK/LVT/2025/0003

Property Address: Rivermill, 151 Grosvenor Road, London,
SW1V 3JN

Reversionary title number: NGL898846

Part 1 Leases which are to be varied by this Order

Flat Number	Name of Leaseholder(s)	Title Number
2	Pars Home Limited	NGL185546
5	E & K Lehtonen	NGL184308
10	Mr G Walker	NGL191358
14	Mr N C Mason	NGL191346
17	P Shortfall	NGL185801
21	Miss E Berry	NGL189036
22	Mr T S K & Mrs D H Yeo	NGL211135
24	Miss A M J Jones	NGL184312
27	Mr J D Smith	NGL184293
28	The 140 Trustee Company Limited	NGL181913
30	Lady Le Marchant	NGL181914
33	H C E Barnett	NGL194240
34	Mrs Z Farrelly	NGL224128
37	Eaststern Limited	NGL178975
40	Dr J McDonald	NGL176181

Part 2 Leases which are to be varied by this Order

Flat Number	Name of Leaseholder(s)	Title Number
26	Alexander Walker	NGL869202
32	Joanna Wormell	NGL863618
38	T J A & P A Hooper	NGL864159

Part 3 Leases which are to be varied by this Order

Flat Number	Name of Leaseholder(s)	Title Number
1	Mr M D & Mrs K Maitland	NGL881419
3	Mr R N & Mrs K A Haining	NGL887363
4	Mr P L Wilkinson & K Lee	NGL881421
6	Mrs E M Whittle	NGL879406
7	FK Project Management Limited	NGL879397
8	Mr M Bedingfield	NGL881683
9	Mr D C & Mrs K Nieper	NGL881807
11	S Rejal	NGL910307
12	Mr & Mrs F Hill	NGL883100
15	Mr D Pollock	NGL880304
16	Mr J Nally	NGL925881
18	Mr F Villanueva	NGL913593
19	Mr D Lyle & J V Lyle	NGL883267
20	Mr E & Mrs A C Kitson	NGL920220
23	Mr R & H McGregor	NGL883092
25	Mr D Outtrim & N Dattilo	NGL958219
29	Lady Le Marchant	NGL879409
31	Mrs P Dewar	NGL879380
35	Saad A S Moosajee & Zafar A S Moosajee	NGL883265
36	Mr & Mrs S Bassnett	NGL883858
39	Kavalneer Walia	NGL885241
41	Didem Un Ates	NGL206061
42	Mrs A Richards & Mrs M J Murphy	NGL886121
43	FK Project Management Limited & Fatima Khartu	NGL902169