



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

Case reference : **LON/00BE/LVL/2025/0003**

Property : **Blocks 700, 710, 720, 730, Alaska Buildings, 61 Grange Road, London, SE1**

Applicant : **The Alaska Management Company Limited**

Representative : **Bolt Burdon Solicitors**

Respondent : **44 Leaseholders at Property. Details appended to the Decision**

Representative : **None**

Type of application : **Variation of a lease by a party to the lease under s35 Landlord and Tenant Act 1987**

Tribunal members : **Mr A Harris LLM FRICS FCI Arb
Valuer Chair**

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

Date of decision : **23 July 2025**

DECISION

Decisions of the tribunal

- (1) The tribunal makes the variation order attached to this decision.
- (2) The tribunal makes no order as to the costs of this application.

The application

1. The Applicant seeks variations of 44 leases relating to several purpose-built blocks of flats in the development known as Alaska buildings, 61 Grange Road, London SE1. The application concerned blocks known as block 700, 710, 720 and 730. The application states that historically these blocks have been treated as one block for the purpose of service charges. The extent of the block shown on the various lease plans is not consistent and the service charge percentage is listed in the leases do not add up to 100%. Variations of the leases are sought so that plans are consistent and the service charge percentage is at up to 100%. The lease therefore does not make satisfactory provision for service charge recovery within the meaning of s35(2)(e) of the Landlord and Tenant Act 1987 (the Act)

The hearing

2. The tribunal issued directions on 9 April 2025.
3. The application has been decided on the papers without a hearing or inspection. Written representations have been received from the applicant and from one leaseholder, Mr B Howe of flat 727 objecting to the proposed variations.

The background

4. The Alaska estate consists of a converted factory site which now includes a mix of modern purpose-built blocks and converted factory buildings. The original buildings date from circa 1869 and was substantially rebuilt in the 1930s when a further building, the Alaska building was constructed. This building is not part of this application. The block is on the south side of Grange Road adjacent to the junction with Bacon Grove.
5. The estate is described in the surveyor's report as consisting of nine individual blocks of flats with the five blocks to the front of the estate being modern purpose built properties believed to have been constructed in circa 1996. The front section of the site also consists of a basement car park which is arranged beneath: 101-104; 200 and 500 Alaska Buildings as well as the upper courtyard. To the centre of the estate 600 Alaska Building separates the front and rear sections of the site and provides access to the rear through the communal lobby (with concierge) at ground floor level. The rear of the site comprises two converted Factory

Blocks (700 and 720/730 Alaska Buildings) and one modern purpose built block (800 Alaska Buildings).

6. The property which is the subject of this application consists of 2 buildings, one containing blocks 700, 710 and 720 and a separate building, block 730. All of the flats have been sold on leases for 999 years from 24 June 1993. The leases provide for service charges to be payable by reference to the estate shown edged in green on plan B to the leases. Copies of the lease plans have been supplied to the tribunal. Some of the lease plans show blocks 700, 710 and 720 as edged in green, so have no colouring at all on the lease plans obtained from the land registry and some show all 4 blocks edged in green.
7. The service charge percentage is shown in the lease are said not to add up to 100%. Only one specimen lease has been provided and there is no schedule of the current these percentages. The application includes an expert report setting out the floor areas used for computing the service charge percentages in practice and the service charge percentage for each flat using those floor areas.
8. Mr Howe objected to the proposal as his lease plan excludes block 730 from the definition of the estate and he considers that he will be required to pay service charges for works to a block from which he gains no benefit.
9. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

The law

10. The application is made under section 35 of the Landlord and Tenant Act 1987 which states:

35 Application by party to lease for variation of lease.

(1) Any party to a long lease of a flat may make an application to the appropriate tribunal for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;

(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease.

(g) such other matters as may be prescribed by regulations made by the Secretary of State.

.....

(3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.

The Evidence

11. The copies of the lease plans submitted in the bundle are inconsistent. Please plans for flats 700 to 719 show the estate has been confined to blocks 700 to 720. The lease plans for 722, 726, 735, 738, 743 and 744 are not clear as to which blocks are aged green. Flats 720, 724, 729, 730, 732, 733, 734, 736, 740 and 742 show all the blocks as edged green.

12. The Applicant states that all of the blocks have been managed together for service charge purposes since the development was built or created.
13. The application includes a report from Matthew Gawne BSc MSc MRICS of SRVO Property Ltd. the report considers all of the blocks in the overall development and not merely the blocks which are subject of this application. The floor areas listed in that report have been provided by the current managing agents who in turn were supplied with those areas when taking on the management. The flats were not measured individually for the purposes of the report as this was considered disproportionately expensive. The floor areas are not disputed.
14. The application is made on the basis that the leases do not make satisfactory provision for the recovery of service charges as set out in section 35(2)(e) of the Act.
15. **Mr Howe's objection**
16. Mr Howe has provided a statement of case objecting to the application. He considers there is no defect in use as the lease already contains a fairness clause allowing just and equitable apportionment of service charges by the landlord. The lease is not defective within the meaning of section 35.
17. He then goes on to object by referring to proposed roof works which do not benefit block 720 in which his flat is situated. Reallocating costs to include his flat is unfair and irrational.
18. He refers to retrospective justification charges relating to the years 2022 and 2023. He also alleges misconduct by the managing agent. In particular he refers to the fact he is resident overseas and email is the only reliable method of contact rather than post. This is resulted in improper debt recovery engagement.
19. He alleges damage has been caused to his flat and fittings by contractors appointed by the managing agent.
20. Mr Howe disputes various items of the service charge account.
21. In reply the Applicant argues that the points raised by Mr Howe are not within the scope of the application.
22. It is further argued it is not possible to determine what is fair and reasonable by considering one lease in isolation many of the leases are inconsistent in relation to the definition of the block which leads to uncertainty regarding recovery of service charges. The purpose of the application should each leases is consistent in terms of the definition of

the block and to ensure that the percentage of the service charge for each flat results in 100% recovery. The purpose of the application is to seek clarity from the tribunal as to the extent of the block and as a consequence the service charge proportions.

The tribunal's decision and reasons

23. The tribunal agrees that the various points raised by Mr Howe with the exception of the existing lease already containing appropriate provisions are not within the scope of this application and in any event debt recovery processes are not within the jurisdiction of this tribunal.
24. Given that the leases are all for a term of 999 years the tribunal accepts that the lease provisions are contradictory in many cases and is of the view clarity is necessary for the long-term management of the estate both as to the extent of the blocks and service charge percentage is attributable to each flat.
25. The tribunal notes that the leases contain provisions allowing for adjustment of service charge percentages but the tribunal considers that this is not adequate to address the defective lease plans but is an appropriate mechanism for any change in circumstances which means that the percentages are no longer fair.
26. Table 1 attached to this decision shows the individual flats, the service charge percentage attributed to each flat, the floor area of each flat and the percentage of the total floor area represented by each flat assuming both block service charge is operated together and the same calculation for the block separately. The sample lease is for flat 721 and the service charge percentage is 1.48 as against 1.49 in the table based on floor areas. The calculation points to the plan being incorrect rather than the service charge percentage.
27. Plan B for the sample lease has the green line round blocks 700 to 720 which is not consistent with the service charge percentage and points to the plan being incorrect when looking at service charge percentages overall.
28. The tribunal accepts the applicants case that the leases should be varied as set out in the application.
29. The order giving effect to this decision is attached.

Name: A Harris

Date: 23 July 2025

Both Blocks together				Blocks separately			
Flat	SC %	floor area	% floor area	Flat	SC %	floor area	% floor area
701	2.27	800.00	2.27%	701	2.27	800.00	3.33%
702	2.37	833.00	2.37%	702	2.37	833.00	3.47%
703	2.40	844.00	2.40%	703	2.40	844.00	3.51%
704	2.27	800.00	2.27%	704	2.27	800.00	3.33%
705	2.27	800.00	2.27%	705	2.27	800.00	3.33%
706	2.68	943.00	2.68%	706	2.68	943.00	3.92%
707	2.30	811.00	2.30%	707	2.30	811.00	3.37%
708	1.40	493.00	1.40%	708	1.40	493.00	2.05%
709	1.90	669.00	1.90%	709	1.90	669.00	2.78%
710	2.02	713.00	2.02%	710	2.02	713.00	2.97%
711	2.80	987.00	2.80%	711	2.80	987.00	4.11%
712	1.29	450.00	1.28%	712	1.29	450.00	1.87%
713	1.41	493.00	1.40%	713	1.41	493.00	2.05%
714	1.90	669.00	1.90%	714	1.90	669.00	2.78%
715	2.02	713.00	2.02%	715	2.02	713.00	2.97%
716	2.80	987.00	2.80%	716	2.80	987.00	4.11%
717	1.26	439.00	1.25%	717	1.26	439.00	1.83%
718	3.92	1,380.00	3.92%	718	3.92	1,380.00	5.74%
719	3.01	1,060.00	3.01%	719	3.01	1,060.00	4.41%
720	2.24	789.00	2.24%	720	2.24	789.00	3.28%
721	1.49	526.00	1.49%	721	1.49	526.00	2.19%
722	2.27	800.00	2.27%	722	2.27	800.00	3.33%
723	2.72	956.00	2.72%	723	2.72	956.00	3.98%
724	3.01	1,060.00	3.01%	724	3.01	1,060.00	4.41%
725	3.18	1,120.00	3.18%	725	3.18	1,120.00	4.66%
726	2.70	950.00	2.70%	726	2.70	950.00	3.95%
727	3.01	1,060.00	3.01%	727	3.01	1,060.00	4.41%
728	3.18	1,120.00	3.18%	728	3.18	1,120.00	4.66%
729	2.20	775.00	2.20%	729	2.20	775.00	3.22%
730	2.24	790.00	2.24%			24,040.00	100.00%
731	1.87	660.00	1.87%				
732	1.87	660.00	1.87%	730	2.24	790.00	7.07%
733	2.64	930.00	2.64%	731	1.87	660.00	5.91%
734	2.44	860.00	2.44%	732	1.87	660.00	5.91%
735	2.33	820.00	2.33%	733	2.64	930.00	8.33%
736	2.44	860.00	2.44%	734	2.44	860.00	7.70%
737	2.27	800.00	2.27%	735	2.33	820.00	7.34%
738	2.19	770.00	2.19%	736	2.44	860.00	7.70%
739	2.13	750.00	2.13%	737	2.27	800.00	7.16%
740	2.10	740.00	2.10%	738	2.19	770.00	6.89%
741	1.43	500.00	1.42%	739	2.13	750.00	6.71%
742	1.70	600.00	1.70%	740	2.10	740.00	6.62%
743	2.13	750.00	2.13%	741	1.43	500.00	4.48%
744	1.93	680.00	1.93%	742	1.70	600.00	5.37%
	100.00	35,210.00	100.00%	743	2.13	750.00	6.71%
				744	1.93	680.00	6.09%
					100.00	11,170.00	100.00%

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).