



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

Case Reference	: HAV/43UL/LRM/2024/0604
Property	: Bramley Grange (Apartments 1-21), Horsham Road, Bramley, GU5 0ES
Applicant	: Bramley Grange (Apartments 1-21) RTM Company Limited
Representative	: RTMF Services Limited
Respondent	: Cognatum Estates Limited
Representative	: Mr Harrison, of Counsel, instructed by RWK Goodman LLP
Type of Application	: Application in relation to the denial of the Right to Manage
Tribunal Members	: Regional Judge Whitney Ms C Barton MRICS Mr S Mason FRICS
Date of Hearing	: 19 & 20 January 2026
Date of Decision	: 21 May 2026

DECISION

Background

1. The Tribunal received an application under Section 84(3) of the Commonhold and Leasehold Reform Act 2002 (“the Act”). By a claim notice dated 20 August 2024, the Applicant gave notice that it intended to acquire the Right to Manage the premises on 3 January 2025.
2. By counter-notice dated 25 September 2024, the Respondent disputed the claim. The Respondent alleged that the Applicant was not entitled to acquire the right to manage the Property by reason of alleged breaches of certain requirements of the Commonhold and Leasehold Reform Act 2002 (the Act).
3. Various sets of directions were issued, including provision of expert evidence. The matter was listed for a two-day hearing with an inspection immediately prior to the commencement of the first day.
4. The directions included provision for an electronic hearing bundle. This bundle was supplied and references in [] are to pdf pages within that bundle.

Inspection

5. The Tribunal inspected the Property on the morning prior to the hearing. Representatives of each party attended. We set out below a neutral description of the areas viewed.
6. We were shown the Estate Manager’s Office which abuts the main building. The Main building has three floors with 6 flats of each staircase. We were shown the indoor pool with its changing area and a mezzanine balcony.
7. The Property is set in large communal grounds which are abutted by adjacent properties. The grounds are considerable and generally laid to lawn and flower beds. We were shown the four disputed leasehold properties known as 18-21 Bramley Grange. These were three storeys high. There was between number 18 and what may be called the main block a covered walkway, part of number 18 over sailed this passage.
8. Finally, we inspected the under-croft car park under the main building which included apartments 1-17b. This comprised parking spaces for all apartments and storage cupboards. To the front of the Property at ground level were a limited number of additional car parking spaces.

Hearing

9. The hearing took place at Guildford County Court. The hearing was recorded and we set out a precis only below.

10. The Applicants were represented by Mr Joiner and Mr Bignell, both from RTMF. Mr Grover the Applicants' expert was in attendance together with various leaseholders. Counsel Mr Harrison appeared for the Respondent together with Ms Riekie from his instructing solicitors, Mr Belasco- the Respondents expert and Mr Lavin from the Respondent.
11. Each party had supplied a skeleton argument and we had bundles of authorities. That for the Applicant's had been drafted by counsel who was not in attendance but it was relied upon by Mr Joiner. We also had an agreed Joint Statement from the experts.
12. Mr Joiner called Mr Grover. He was taken to his report [334-345].
13. Turning to page [340], paragraph 3.1.3 he stated there were weatherproofing details which were chased into the wall making it a party wall. Otherwise, there were two separate structures built at separate times.
14. Mr Grover agreed his report was true and complied with Rule 17 of the Tribunal Rules.
15. Mr Grover was cross examined.
16. He confirmed he visited on a second occasion so he could access the roof space. He confirmed he had not seen all of the structural drawings and in particular had not seen [407]. He agreed having seen the supplemental report of Mr Belasco that he had changed his opinion.
17. He was referred to pages [390 & 391] of Mr Belasco's report. He agreed the included details of the structural wall were adverse to his opinion. In his view there was a difference to what was built and the drawings. He would suggest the whole structure was built as one. He would suggest that blockwork is not suitable for an external wall.
18. On questioning by the Tribunal he stated he would not have anticipated a cavity wall was present at the passageway wall. He advised it was outside of his remit to undertake a destructive survey. He felt it was telling that roof timbers went through the wall.
19. Mr Harrison then called Mr Belasco.
20. He confirmed his first report which began at [231] was true, similarly his supplemental report beginning at [378].
21. Mr Belasco was then cross examined by Mr Joiner.
22. Mr Belasco stated that he was confident the passageway wall was a cavity wall and would have contained wall ties and insulation. As a result he believed you could remove one wall and the other wall would remain intact.

23. Mr Belasco did not know why in the roof space a purlin came through the wall, he suspected this was simply poor workmanship when the Property was built. He had undertaken what he referred to as a “tap” test. He had not however drilled through. In his view the blockwork is different and was built out for the flashing.
24. Mr Belasco agreed that save for the passageway between numbers 16 and 18 there are no gaps. Numbers 15, 16 and 17a are adjoining. Number 15 starts at the lower level and number 18 connects with 16 and 17a.
25. Mr Belasco was questioned by the Tribunal. He stated he did not think the blockwork was a cavity wall, he was not sure what this was for. It was not on the drawings and may have been an architectural detail. He referred to the following photographs [382, 386, 388, 402, 403 & 404].
26. He could not explain why one purlin went through the wall. He stated it could be supporting the dormer but could not see any reason why. He wonders if it is an ad hoc or lazy detail.
27. Mr Harrison then called Mr Lavin.
28. Mr Lavin confirmed his statement [425-426] was true save that there is no communal gas supply, each unit has an individual gas supply.
29. On cross examination Mr Lavin confirmed there is a gas supply for the communal areas, principally the pool room.
30. Mr Joiner then made submission on behalf of the Applicant.
31. He referred to Section 72 of the Commonhold and Leasehold Reform Act 2002 (“CLRA”). He suggests that after section 72 (2) of CLRA there is a red line. Schedule 6 lists various exceptions and Section 112 CLRA defines what is a “flat” for the purposes of the legislation.
32. He suggests there are 22 leasehold units within the Property. It is his submission that numbers 18-21 are “flats” within the definition referred to above.
33. The counter notice [41] lists three reasons why the Applicant cannot exercise the Right to Manage. He states not all are now pursued by the Respondent. Mr Joiner suggests that even if there are errors with the notice such as the Property comprising three self-contained buildings (see [89 & 90]). The criteria for exercising the right to manage is still satisfied.
34. Mr Joiner suggests the fact that 18-21 have been variously described as “houses” or “Cottages” in the planning permission and architects drawing does not of itself have any relevance. What is relevant is the statutory definition. He suggests whilst the units are physical you must look at the lease.

35. Mr Joiner referred to the lease of Apartment 21 (starting at [67]) and the plan [85]. Under the Sixth Schedule [77] the structure, roof and foundations are reserved to the landlord. He suggests that this leads to a conclusion that the definition of a “flat” within CLRA is met.
36. Mr Joiner suggested that various authorities referred to by the Respondent were not relevant or binding upon this Tribunal.
37. Further Mr Joiner suggested that even if this Tribunal finds that 18-21 are “houses” this does not bar a claim to the whole building and he referred to *Assethold Ltd v Eveline Road RTM Co Ltd [2024] Ch. 204* and *Crafrule Ltd and 41-60 Albert Place Mansions [2011] EWCA Civ 185*. He suggests Parliament did not intend to exclude such premises and if it had intended to do so it would have included these within Schedule 6 of CLRA.
38. Mr Joiner confirmed the Applicant is not claiming over the manager’s office. It is agreed that this is a separate building and can be vertically divided from the part being claimed.
39. He suggests that 18-21 are not a self-contained building in their own right. He referred to the fact that there is an overlap of the roof of 18. He suggests that a vertical division would not be possible without a more than de minimis deviation. Further independent division would not be possible.
40. On conclusion of Mr Joiner’s submission the Tribunal adjourned until the following day.
41. Upon resumption Mr Harrison made his submissions.
42. Mr Harrison suggested that the definition of a flat in CLRA was identical to that within the Leasehold Reform Housing and Urban Development Act 1993 and materially the same as the Landlord and Tenant Act 1967. These two latter statutes deal with the enfranchisement of flats and houses. Mr Harrison invited the Tribunal therefore to consider various cases relating to those statutes where the term of what was a “flat” were construed as being an aid to interpretation.
43. Mr Harrison stated that the expert evidence was from Mr Belasco that two parts of the Property were separated. Mr Grover accepted that there could be separation but that such work would be difficult to undertake. Mr Grover seemed to agree that there could be a vertical division.
44. Mr Harrison referred us to Section 71 of CLRA. He called this the lynchpin. He suggests that CLRA only applies to property expressly included and if not then there is no right to manage. In his submission sections 75-77 show that to apply the Applicant must be a leaseholder of a flat.

Commented [CB1]: Should this read ‘...that they could be separate...’ After that the meaning isn’t clear as Stephen has pointed out. The next sentence would read better as ‘Mr Grover seemed to agree that there could be a vertical division’.

45. In his submission house owners cannot be members of the right to manage company and have no rights. He suggests that the landlord would retain responsibility for the houses. In his submissions each self-contained part must separately meet the relevant test. Every part of the Property must qualify for the right to manage to apply.
46. In his submission the claim notice relied upon is invalid.
47. Mr Joiner responded to Mr Harrison's submissions.

Decision

48. We thank the parties for their evidence and submissions. We have considered carefully all of the oral and written submissions and the authorities relied upon even when not referred to.
49. We agree that the relevant law is found in Chapter 1 of Part 2 of CLRA. We do not set out the sections in full as the parties are familiar with the same. The purpose of the legislation was to provide a mechanism for residential leasehold premises to have a no-fault method of acquiring the right to manage their premises. It would be fair to say that the legislation has produced a huge body of case law as to how the same should apply.
50. It is accepted that a Claim Notice dated 20 August 2024 was served, with a counter notice dated 25 September 2024 disputing the validity of the claim notice. Various grounds were advanced but by the date of the hearing only a small number of issues remained to be determined described by Mr Harrison within his skeleton argument as:

"Issues

1. The remaining live issues are as follows:
 - a. Whether the premises claimed in the notice are premises to which the right to manage applies. This depend on two sub-issues:
 - i. Whether units 18, 19, 20 and 21 are houses or flats?
 - ii. If houses, whether the RTM applies to premises which do not contain flats, but which are adjacent to a block of flats.
 - b. If so, the appurtenant premises within the ambit of the right to manage."
51. We accept these are the issues for determination.
52. For the sake of completeness, we are satisfied that the premises for which the right to manage is claimed are apartments 1-21 Bramley Grange

including all internal communal and/or appurtenant areas including the swimming pool area. These premises consist of 22 leasehold properties.

53. The Tribunal was greatly assisted by its prior inspection of the Property. We find as a matter of fact that each of the units known as 18, 19, 20 and 21 would typically be called “houses” by a reasonable person viewing them externally. We would suggest this can be seen in the various photographs within the bundle, see for example photos 1, 3 [398], and the brochure [185-196]. It is plain that these four units have been generally considered as houses or cottages distinct from what a reasonable person would consider to be a flat.
54. It is suggested by the Applicant that since the leases (see reference above) reserve rights to the landlord which include reservation of rights to repair and maintain the structure, roof and foundations that this reservation means that numbers 18,19, 20 and 21 are flats within the definition contained at Section 112 CLRA. Due to this it is suggested simply because these premises may be described as houses or cottages (as they are in various ways as included within the evidence) this does not mean they fall outside the statutory definition.
55. We are referred to *Aldford House Freehold Ltd v Grosvenor (Mayfair) Estate* [2019] EWCA Civ 1848. We prefer the submissions of Mr Harrison. We agree that the physical configuration as observed is that 18-21 are houses. Each has its own entrance and includes a residential dwelling over three floors. Simply because they are let on a flat style lease, reserving rights to the Landlord does not in our judgment bring them within the definition contained at Section 112 CLRA. We are satisfied that there is no horizontal division of the premises.
56. We are satisfied that numbers 18, 19 20 & 21 are houses and not flats within the definition contained within Section 112 CLRA.
57. Having determined that those premises are houses we must turn to the next argument raised. This involves consideration of the self-contained building test.
58. The experts each opined on whether or not the premises were joined or separate. We ourselves observed the wall between 1-17 and 18-21. We saw the photographs of the roof space with purlins and also heard from each expert including as to the enquiries and tests they had undertaken. We find that both experts accepted that the two parts (1-17 & 18-21) could be vertically divided. Mr Grover felt it may be difficult but did not rule this out as a possibility. We are satisfied the test for us is only that the two parts could be vertically divided. In most instances such division may be far from ideal, the issue is whether or not the same is possible. We are satisfied it is. The view of the experts simply supports the view we formed having inspected the exterior only of the Property.

59. The Applicant's suggest even if we determine that 18-21 can be a self-contained building we need to go on to consider whether they can form part of the right to manage application.
60. We are not satisfied they can. Again we prefer the arguments of Mr Harrison that for 18-21 to form part of the right to manage those premises themselves must comply with the requirements for exercising the right to manage. Given we have already determined that they are a terrace of four houses (and we have made no findings whether the four can be vertically divided between themselves as this was not necessary) we are satisfied that 18-21 are not entitled to exercise the right to manage. As a result we are satisfied that they cannot be part of this current application.
61. For the above reasons we are satisfied the Notice of Claim is invalid and the application to exercise the right to manage must be dismissed.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rpsouthern@justice.gov.uk
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.