



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

Case reference : LON/00BA/LVT/2026/0001

Property : Maria Court, 18 Commonsides West, Mitcham, . England, CR4 4HA

Applicant : Jonathon Bagnall (Flat 4) and Jordan Glen (Flat 3)

Representative : Maria Court (CR4) RTM Company Limited

Respondent : Danube Developments Limited

Representative :

Type of application : An application for a variation of lease

Tribunal : Judge Shepherd

Date of Decision: 28th July 2026

DECISION

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1. The application before me is an application to vary the leases of Flat 3 and 4 , Maria Court, 18 Commonsides West Mitcham, England, CR4 4HA. The application is brought by the leaseholders of these premises with the assistance of Maria Court (CR4) RTM Company Limited. The leaseholders are directors of the RTM. The Respondent freeholder opposes the variation sought and instead proposes an alternative variation.
2. It is argued by the Applicants that the variation they seek is necessary to clarify an apparent ambiguity in the lease terms in relation to an under stairs storage

cupboard measuring 1.8 m by 1 m. Under their respective leases the lessees of Flats 3 and 4 are given exclusive use of the cupboard. This is obviously an impossibility. The Applicants instead seek a sharing arrangement between the two flats. For their part the Respondent says that the solution is to remove any reference to the cupboard from the lease of Flat 4. They suggest that the leaseholder of Flat 4 had only recently sought to argue that his demise extended as far as the cupboard.

3. The relevant provision here is s.37 of the Landlord and Tenant Act 1987 which states the following

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]¹ 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.

4. In the present case the lease variation is only opposed by the freeholder who is one of the parties.

Determination

5. The solution offered by the Applicants is entirely sensible and practical. There is no reason why the leaseholder of Flat 4 should give up his interest in the cupboard. The fact that he didn't seek to assert it previously is of no effect. Accordingly, I agree that the leases should be varied in the manner proposed by the Applicants. I would ask that the variation is carried out and the respective leases submitted for my approval.

6. I also order that the Respondent should reimburse the Application fee and I exercise my discretion to confirm that the Respondent is prohibited from seeking to recover the costs of defending the application from the service charge or by way of administration charge.

Judge Shepherd

28th July 2026

ANNEX - 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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).