FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	HAV/24UD/LVL/2026/0005
Property	:	99, 101, 103, 105 Bodycoats Road, SO53 2NP
Applicant	:	David Soanes
Representative	:	
Respondent	:	(1) Mirrorstoke Limited (2) Vivienne Louise Shale (99) (3) Philip Kenneth Lane (101) (4) Duncan Charles Hadley & Maxine Nicola Souter (103) (5) Janet Christine May (105)
Representative	:	
Type of Application	:	Lease variation pursuant to Section 35 Landlord and Tenant Act 1987
Tribunal Member	:	Regional Judge Whitney
Date and time of Case Management and Dispute Resolution Hearing	:	10 November 2026 at 3pm
Date of Decision	:	13 November 2026

DECISION

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Background

1. The Applicant has made an application for variation of 4 leases relating to 99, 101, 103 & 105 Bodycoat Road. The Applicant owns the freehold of 103 &105 Bodycoat Road. The freehold of 99 & 101 belongs to the First Respondent.

2. The Properties are described in the application form. The Application explains how the Applicant wishes to vary the lease terms of all 4 leases in relation to the insurance covenants and repairing obligations.

3. I issued directions listing the matter for a hearing. I flagged various areas of concern I had as to whether or not the applications could properly proceed. I invited the parties to send in position statements.

4. Prior to the hearing Mr Soanes hade an application for me to recuse myself. That was not dealt with prior to the hearing.

5. In writing this decision I have regard to the Senior Presidents Guidance on writing decisions.

Hearing

6. The hearing was attended by:

   The Applicant in person
   Mr Smith for the First Respondent
   Mr Hadley for the Fourth Respondent
   Ms May, assisted by Mr Tongs the Fifth Respondent

7. The hearing was recorded.

8. All parties confirmed they were within the UK. Ms May confirmed Mr Tongs was present as her representative. Mr Soanes raised objection but I indicated given Ms May had confirmed she wished Mr Tongs to represent her I was satisfied that this satisfied Rule 14 of the Tribunal Rules and he could represent her at this hearing.

9. I invited Mr Soanes to make his application for me to recuse myself. He went through his application. He referred to the fact that earlier on the day of the hearing he was notified that I had in fact made an order striking out the *Hiltingbury* Tribunal application to which he referred. He accepted this was a decision effectively in his favour.

10. I indicated that I would not recuse myself. I confirmed that written reasons would follow.

11. I had position statements from all the parties present.

12. I then indicated that we would address first whether or not any claim could proceed against the first three named Respondents being the freeholder and two leaseholders of the Property known as 99 and 101 Bodycoats Road.

13. I invited Mr Soanes to make submissions upon his position statement. Mr Soanes submitted that all 4 maisonettes consisted of one building and so reciprocal covenants were owed. Upon questioning he confirmed he had used AI in preparing his submissions but had checked the same.

14. He referred to various cases in particular *Prezzo v. Highpoint Estates [2018] EWHC 1851 (TCC) paragraphs 27, 28 and 29* and *Palliser v. Fate & others [2019] EWHC 43 (QB) paragraphs 8 and 12.*

15. Mr Soanes referred me to the lease and the terms of the same. He suggested the lease required the amendment of all 4 leases as the 4 constituted one building.

16. Mr Smith had filed a position statement and invited me to rely upon the same.

17. Upon completion of the submissions I confirmed that I was satisfied that I had no jurisdiction to vary the leases of 99 and 101 in the method suggested by Mr Soanes against the wishes of the freeholder and the two leaseholders. I confirmed the application was struck out and I would issue full reasons. Mr Smith left the hearing at this point.

18. I then heard from Mr Soanes as to the basis of his application to vary the two leasehold interests for which he was freeholder.

19. He suggested that the current insurance arrangements were unsatisfactory. In his submissions they are contrary to the RICS Management Code and guidance. Further he suggests that a reference in the lease to "full value" is not the same as requiring the Building to be insured for its full reinstatement value.

20. Mr Soanes spoke to his position statement. He suggested the leases as currently drafted in providing that each leasehold owner insured their own interest was defective and required a lease variation. He stated he was making the application to assist the leaseholders as currently the value of their interests were affected. He agreed he would wish to charge for his management time in arranging any insurance.

21. Mr Soanes explained the position in respect of the various court and tribunal claims he referred to.

22. Ms May and Mr Hadley opposed the application. They suggested that Mr Soanes pursuit was simply for his own aims.

23. Supposedly each had tried to pay their ground rent but cheques were not cashed. Mr Soanes confirmed his postal address to the parties at the hearing.

24. Upon completion of submissions I confirmed I would dismiss the application as not being satisfied that the test for a variation was made out.

Reasons for decisions

25. In making my decisions I had regard to all of the information provided by the parties including the oral submissions made. Whilst I may not refer to all authorities referred to I have considered all in making this decision.

26. I flag that whilst Mr Soanes referred to numerous authorities he had not provided all of the references (or copies) and on occasion as part of his submissions could not refer me to the parts of the authority he relied upon. In those circumstances I have discounted the same. I remind all when including references to authorities the full citation should be given and a party should be able to explain to the Tribunal the relevance of the same by reference to the appropriate parts of the authority relied upon. Whilst Mr Soanes is an unrepresented litigant he is experienced in pursuing litigation both before this Tribunal and the Courts. I observe he has been subject to various civil restraint orders in the Courts.

Recusal

27. Mr Soanes had applied for me to recuse myself. Essentially the grounds he relied upon were that in various other decisions I had made (which he listed) I had found against him. Further that in issuing directions for this case in stating the reasons why I had concerns over the application these were wrong in law.

28. Mr Soanes suggested that there was what he referred to as a *"pattern of illegal, "Wednesbury" unreasonable, irrational and mistakes of fact giving rise to errors in law"* and *"meets the threshold in Porter v Magill [2001] UKHL 67, the test asks: "Whether the fair-minded and informed observer, having considered the facts, would conclude that there was a real possibility of bias""*.

29. I highlighted to Mr Soanes that in respect of various of the previous decisions I had in fact made findings in his favour. Most recently I

had struck out a claim in which he was the Respondent and this was the remedy he sought.

30. I have stood back and considered the totality of the submissions. I find that I am not biased against the Applicant: in my judgment the range of decisions I have made demonstrate this. Further I am satisfied that a fair minded and informed observer would not have a perception that I am biased against the Applicant. In all the circumstances I am satisfied I should not recuse myself.

31. As an aside I note Mr Soanes confirmed that he would accept my decision.

Variation of leases relating to flats 99 & 101

32. I had regard to the submissions filed by Mr Soanes and Mr Smith on behalf of the First Respondent. Mr Smith had supplied photographs of the properties.

33. Essentially the property may be said to be two semi detached houses each consisting of two maisonettes being ground and first floor. Mr Soanes suggests this is a single building and referenced the fact it has one single contiguous roof.

34. He referred to the lease (and I understand the leases of all 4 maisonettes are in similar form) simply referring to "Building". He suggested this incorporated both sides into the totality notwithstanding the fact that each half had a separate freehold title. The lease defined "Building" as follows:

"(2) One of such buildings (hereinafter called "The Building") is intended to be constructed by the Builder as maisonettes"

35. The leases then refer to having a "Ground floor maisonette" and "First floor maisonette".

36. Mr Soanes suggests that there are reciprocal covenants that notwithstanding he has no interest in either the freehold or either of the leasehold titles in this part of the building that he should be able to apply. He suggests that it is necessary to vary their leases to give efficacy to the arrangements at the property.

37. Mr Smith disagreed. He suggested it was clear we had two separate Buildings, each with its own freehold and each having two leasehold maisonettes: ground and first floor.

38. I am satisfied that we have effectively two semi detached houses. The two properties can be vertically divided. In my judgment this makes them separate buildings. Mr Soanes has no interest in 99 & 101. Whilst the leases may be in the same form this does not of itself mean they must always be or remain identical. Each side of the building is separate to the other in the same way of a semi detached house or a house within a terrace of a number of houses.

39. I have also considered section 35 of the Landlord and Tenant at 1987. I am satisfied that Mr Soanes has no interest over the freehold owned by the First Respondent and their two leaseholders.

40. Having regard to the submissions and evidence before me I am satisfied we do not have any jurisdiction to vary the leases held by the Second and Third Respondent relating to the freehold of the First Respondent. I am satisfied that the application against these three Respondents should be struck out pursuant to Rule 9(1) of the Tribunal Rules.

Variation of leases 103 & 105

41. Mr Soanes referred to various authorities. In the main I found these authorities of little assistance. I have had regard to *56 Westbourne Terrace RTM Company Limited v Polturak and others UKUT 88 (LC)* which I accept is the leading authority on lease variation under Section 35 of the Landlord and Tenant Act 1987.

42. Mr Soanes did refer to *Triplerose Ltd v. Stride [2019] UKUT 99 (LC)*. At paragraph 40 it is said: *"The fact that the proposed variations are common or standard does not make the original terms unsatisfactory."* Mr Soanes acknowledged this point.

43. Mr Soanes suggests that by not agreeing the variations he seeks the leaseholders are "shooting themselves in the foot". Further he suggests that the leaseholders are acting in bad faith.

44. Whilst it may be that the current arrangement is not one which would be entered into today I am not satisfied that it is unsatisfactory.

Both of the leaseholders resist his application. They are happy with the current insuring and repairing mechanism.

45. I am satisfied that the leases do make provision for repair and insurance of the demised premises. As an example Mr Soanes refers to the reference to "full value" not being the same as reinstatement value. As I stated during the hearing I am satisfied that in reading those words the reasonable person would understand what is required: to insure so that the maisonette could be replaced if totally destroyed. That is what one would expect.

46. Further I have had sight of a specimen lease and photographs of the building. I am satisfied that the repairing and insurance provision is satisfactory. That does not mean it has to meet modern standards but it does adequately provide for the same in my determination.

47. Overall I am not satisfied the test as set out in *Westbourne Terrace* is met by Mr Soanes application. I am not satisfied that this is a case where having regard to the facts and the opposition by all the leaseholders that it would be appropriate in all the circumstances to vary the lease in the way proposed or at all.

48. I am satisfied that Mr Soanes has been provided reasonable opportunity to set out his case and the directions listing this hearing provided a final determination should be made. I have had regard to the Tribunal Rules and particularly Rule 3 and I am satisfied it is proportionate and just and equitable to make a final determination. I therefore dismiss the application against the Fourth and Fifth Respondents.

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.