



A guide to our

Lease and Title Reviews

Understanding what your lease actually
says, and what your title actually is

A considered look at the documents

Sometimes what a client needs is not a transaction but an answer. What does this lease actually oblige me to do? Who repairs the roof terrace? Will a lender accept it? Is my landlord the freeholder, or is there somebody between us?

A lease and title review is a standalone piece of advisory work. We read the lease, the title and everything registered against it, and report to you in writing on the question you have asked — with a plain summary of what the documents say, a schedule of anything defective, and a view on what can be done about it.

It is deliberately not conveyancing. There is no chain, no lender and no completion date, which means the reading can be as careful as the question deserves. And unlike the procedural parts of our work, a review is carried out by a senior solicitor from beginning to end, because interpretation is judgement rather than process.

THE ESSENTIALS

Fixed fee

how a review is quoted, because the scope can be defined at the outset

Senior

who carries out the work — no part of a review is delegated

Four layers

freehold, head lease, underlease, sub-underlease: what a single flat's title can involve

100%

what the service charge percentages across a block should total, and frequently do not

999 years

the moment to fix everything, if you are about to grant new leases

One question

enough to start. The review is shaped around what you actually need to know

Written for buyers, existing leaseholders, freehold companies and resident management companies. A review is advice on documents, not a valuation and not a survey.

The five reasons we are instructed

They look different and they call for the same underlying exercise: read everything, work out what it means, and say so in writing.

01

Before or after a purchase

A buyer who wants to understand the flat properly rather than take a report on trust, or somebody who has already completed and wants to know what they signed. Frequently a second opinion where a conveyancer's report raised more questions than it answered.

02

One specific question

Who repairs the balcony. Whether the service charge is being apportioned as the lease requires. Whether short-term letting is permitted. Whether consent is needed for the works you have planned. A single point, answered properly.

03

Is it good mortgageable title?

Whether the lease meets lender requirements, and if not, precisely which provisions fail and what would have to change. Asked by buyers, by sellers preparing to market, and by freehold companies who keep being told there is a problem.

04

Before a block-wide lease renewal

Where the leaseholders own the freehold and are about to grant themselves 999-year leases. That is the one opportunity to correct everything at once, and it repays an audit first.

And the fifth: what is the title, actually?

Not every flat is a simple arrangement between a freeholder and a leaseholder. There may be a head lease, an intermediate landlord, a management company that is party to the lease, or a chain of underleases nobody has looked at in thirty years. Establishing the structure matters, because it changes who you deal with, who you serve, and what any future claim will cost.

The extent of the demise

Almost every question a leaseholder asks turns first on this, and it is the question most often answered wrongly. What is demised is rarely obvious from the lease, and almost never obvious from the plan.

Where the flat stops

Does it include the external walls, or only their internal surfaces? The windows, or only the glass? The frames? The floor screed, the joists beneath it, the ceiling void above? A balcony, a terrace, the loft, the airspace? Does the demise reach the mid-point of a party wall or the whole of it?

These are not academic distinctions. They determine who repairs and insures each part, whether your works touch the landlord's property and therefore need something more than consent, and whether the flat described in the lease is the flat you believe you are buying.

Demised, or merely a right to use?

Parking spaces, bin and bike stores, garden areas and lofts are frequently not demised at all. A right to use a space is a very different thing from owning it: it can be qualified, relocated in some leases, and it does not become yours through decades of use. On a sale, a buyer's solicitor will want to know which it is, and so should you.

And whether the plan helps

Plans range from properly dimensioned and coloured to a photocopied sketch marked "for identification purposes only". Which it is affects how much weight it carries against the words, and where the two conflict the outcome is not always the one the picture suggests.

TWO QUESTIONS WORTH ASKING ABOUT YOUR OWN FLAT

Where does the demise stop — on the actual wording and the actual plan, rather than in general terms?

Do the obligations account for the whole building? Add up what the leaseholders must repair and what the landlord must repair. If the two do not cover everything, there is a gap, and gaps are discovered when the thing in the gap fails.

Repair, service charge and consents

Three questions account for most of what leaseholders want to know: what must I maintain, what can I be charged for, and what may I do to the flat without asking.

Repair and maintenance

The lease allocates responsibility between you and the landlord, and the two together should account for every part of the building. A covenant to repair does not ordinarily oblige anyone to improve or to remedy an inherent defect, though the line between repair and renewal is fact-sensitive and frequently argued.

Where the allocation does not match the demise, you may be liable for something you do not own — or find that nobody is obliged to repair a walkway, a boundary wall or a section of roof.

Service charges

- **What is recoverable.** Only what the lease permits. A cost the lease does not provide for is not payable however reasonable it may be.
- **How it is apportioned.** A fixed percentage, floor area, rateable value or a “fair proportion” — and whether the percentages across the building total 100%.
- **On account, and reserves.** Whether the landlord may demand in advance and hold a reserve fund. Without those powers a building cannot fund major works.
- **The statutory overlay.** Charges must be reasonably incurred and works of a reasonable standard; major works require consultation; and costs demanded more than eighteen months after they were incurred may not be recoverable.

Alterations and extensions

Whether consent is needed turns on the covenant. An **absolute** prohibition means the landlord need not consent at all and may charge for agreeing. A **qualified** covenant — not without consent — is treated as subject to a proviso that consent may not be unreasonably withheld, so far as improvements are concerned. The difference is a word or two and it decides everything.

An extension is usually different again. Building into a loft, the airspace, a basement or a garden reaches beyond what you own, so the landlord may refuse outright and, if willing, is entitled to be paid. It does not follow that the space must be transferred to you: a landlord can permit the works and grant rights to use the result. Where the demise is to be enlarged, that takes a surrender and regrant rather than a deed of variation, which HM Land Registry will not accept for the purpose.

WHAT THE CONSENT PROCESS TYPICALLY ENTAILS

Plans and a specification, a structural engineer's report where anything structural is touched, contractor details and insurance, and an undertaking for the landlord's costs — usually payable whether or not consent is given. Then a licence recording precisely what is permitted, on what conditions, with reinstatement and indemnity provisions. Planning, building regulations, party wall and building safety approvals are separate, and a licence satisfies none of them.

When the wording is not clear

A great many leases were drafted quickly, decades ago, and copied from something older. Ambiguity is common, and the way it is resolved is not always the way a client hopes.

How the words are read

A lease is construed objectively: what would a reasonable person, with the background knowledge available to the parties, have understood the words to mean? Commercial common sense has a part to play, but it does not licence rewriting.

That last point matters more than any other. Where the words are clear, they are given effect even if the result is commercially unattractive to one side — the Supreme Court has said so squarely in the context of a service charge clause that escalated absurdly. A client hoping a court will rescue them from a badly drafted but unambiguous provision is usually hoping for the wrong thing.

This is why a review is worth having before a dispute rather than during one. If the wording is against you, knowing that early lets you negotiate, vary the lease or budget for the consequence. Discovering it after two years of correspondence is considerably more expensive.

Where the argument usually is

- The boundary of the demise, particularly windows, balconies, terraces and anything below the floor or above the ceiling.
- Whether a cost falls within the service charge at all, and whether the apportionment permits what is being charged.
- Whether an obligation to repair extends to renewal or improvement.
- Whether a restriction is absolute or qualified — a distinction of one or two words with entirely different consequences.

When a lease genuinely does not work

Ambiguity is one thing; a lease that fails to provide for something at all is another. Where a lease makes no satisfactory provision for repair, insurance, services or the computation of the service charge, the Tribunal has power to vary it on application. Where it simply failed to record what the parties agreed, rectification may be available.

Both are narrower than clients hope, and the grounds are specific. Part of the value of a review is establishing which category a problem falls into before anybody spends money pursuing the wrong remedy. Our guide to deeds of variation deals with the options in detail.

Will a lender accept it?

Lenders publish their requirements, and a lease either satisfies them or it does not. Where it does not, the problem is capable of being identified precisely — and usually of being fixed.

What lenders commonly object to

- **A short unexpired term.** Requirements vary, but caution sets in well before ninety years and refusals become common below eighty.
- **Ground rent that escalates.** Doubling rents, and rents that rise by reference to a formula a lender regards as onerous.
- **No mutual enforcement covenant.** Nothing obliging the landlord to enforce other leaseholders' covenants, so a leaseholder has no route to a remedy against a neighbour.
- **Defective insurance or repairing provisions.** No obligation on anyone to insure to full reinstatement value, or parts of the building nobody is obliged to repair.
- **Absolute prohibitions.** A bar on assignment or on subletting with no consent mechanism.
- **Forfeiture without lender protection.** Provisions permitting forfeiture on insolvency, or without notice to the mortgagee.
- **Building safety.** For taller buildings, the remediation position and the certificates a lender now expects to see.

WHAT WE REPORT

Not simply that a lease is or is not acceptable, but which specific provision fails, which lenders are likely to take the point, whether it can be cured by a deed of variation or requires a new lease, what that is likely to cost, and whether it is worth doing now or at the next opportunity.

For a seller, that turns an unquantified problem into a decision. For a buyer, it turns a refusal into a negotiating position.

Head leases and intermediate interests

Establishing who owns what above your lease is unglamorous work with disproportionate consequences. It is also frequently the part nobody has done.

Structure	What it looks like	Why it matters
Simple	Freeholder grants the flat lease directly	One landlord to deal with, one interest to acquire
Tripartite	Freeholder, management company and leaseholder all party to the lease	The company has its own covenants and must join in consents and variations
Head lease	Freeholder, head lessee, then the flat leases	Two interests above you, and the head lease may be short
Layered	Several intermediate leases, often historic	Notices must be served correctly and premiums apportioned between landlords

What turns on it

- Who your landlord actually is for the purposes of service charges, consents and notices — which is not always the person sending the demands.
- Which landlord is the competent one for a lease extension or a freehold purchase, and whose interest has to be acquired.
- Whether a head lease is long enough to give you what you need, or whether the freeholder must be involved.
- Whether an intermediate landlord is a dissolved company, in which case its interest may have passed to the Crown.
- How a premium would be apportioned between the interests, which affects both cost and complexity.

Strengthening a lease while you can

Where the leaseholders own the freehold and are about to grant themselves new long leases, there is one opportunity to put right everything the old leases got wrong. It is worth taking properly.

Why this moment and no other

Varying a lease later requires the landlord's agreement, or a Tribunal application on limited grounds, and it has to be done flat by flat. Granting new leases means the company controls the drafting and can adopt a single precedent for the whole building. The marginal cost of doing it well, at that point, is very small; the cost of not doing it recurs at every sale for the next several centuries.

What an audit typically finds worth fixing

- Service charge percentages that do not total 100%, and no mechanism to adjust them.
- Repairing obligations that do not match the extent of the demise, leaving parts of the building unallocated.
- No power to collect on account, no reserve fund, and no modern service charge machinery.
- No mutual enforcement covenant, so leaseholders have no remedy against each other.
- Missing rights of entry, access or services, or rights granted over land the company does not own.
- Nothing on short-term letting, electric vehicle charging, building safety cooperation or dispute resolution — because none of it existed when the lease was drafted.

CONSISTENCY IS THE REAL PRIZE

A building governed by one precedent is markedly easier to manage, to sell in and to fund than one governed by six variants that have drifted apart over forty years. The audit is what makes that possible, and it is far cheaper than the alternative of discovering the inconsistencies one sale at a time.

What we need, and what you get

A review is a defined piece of work with a defined output, which is why it can be quoted as a fixed fee rather than by the hour.

01

Tell us the question

THE FIRST CONVERSATION

What you want to know. It may be broad — what does this lease commit me to — or a single point. The scope of the review, and the fee, follow from that rather than from the length of the document.

02

We assemble the documents

A FEW DAYS

The lease, every deed of variation, licence and supplemental document, official copies of the leasehold and freehold titles and of any intermediate titles, the plans, and the service charge accounts where the question requires them. We obtain what you do not have.

03

The review itself

ONE TO THREE WEEKS

A senior solicitor reads everything and works out what it means, including where the documents conflict with one another or with the position on the ground.

04

The report, and a conversation

ON DELIVERY

A written report: a plain summary of the key terms, the answer to your question, a schedule of any defects with a view on how serious each is, mortgageability where relevant, and options with an indication of cost. Then a conversation to go through it.

WHAT A REVIEW WILL NOT TELL YOU

Whether the price is right, whether the building is sound, or whether the service charge is good value — those are for a valuer, a surveyor and your own judgement. What it will tell you is what the documents oblige you to do, what they entitle you to, where they are unclear, and what a lender is likely to make of them.

Why instruct Arcadia Law

This is the part of our practice that depends least on process and most on having read a great many leases. It is not work that can be systematised, and we do not pretend otherwise.

How we approach it

- **Senior solicitors, throughout.** A review is not delegated. The person who reads the lease is the person who reports on it and the person you speak to about it.
- **We read the whole title, not just the lease.** Head leases, intermediate interests, deeds of variation, restrictions on the register, and anything that has been noted against the freehold. The lease alone frequently does not tell the story.
- **A view, not a recitation.** A report that summarises a lease clause by clause is of limited use. Ours says what the position is, where it is arguable, and what we would do about it.
- **Fixed fees for defined scope.** Agreed before we start, so the cost of asking a question is known in advance.
- **And the ability to act on it.** Where the review identifies something worth doing — a variation, a lease extension, a freehold purchase, a new set of leases for the block — we can carry it out rather than hand you a list.

WHERE WE WILL TELL YOU NOT TO BOTHER

Sometimes the honest answer is that the lease is perfectly ordinary, the point that worried you does not arise, and nothing needs doing. We would rather say that in a short report than manufacture a project out of it. A review that concludes there is no problem is a good outcome, and we will still tell you plainly what the lease says.



Arcadia Law is a member of the Association of Leasehold Enfranchisement Practitioners.

Where to start

Send us the lease and tell us what you want to know. If you do not have the lease, tell us the address and we will obtain it.

01

Send us what you have

A SHORT CALL, AT NO COST

The lease and the title if you hold them, and the question you want answered. For a block-wide exercise, a note of how many flats there are and whether the leases are thought to be consistent.

02

We scope it and quote

WITHIN A DAY OR TWO

What the review will cover, what it will not, what we still need to obtain and what it will cost. If the question can be answered in a telephone call, we will say so.

03

You get a report you can use

ONE TO THREE WEEKS

Written in plain language, with the answer at the front, and a conversation to go through it.

SPEAK TO US

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General information only, reflecting the law of England and Wales as at 26 July 2026, and not legal advice on any particular lease — the effect of a lease depends on its own wording and on the surrounding documents and facts. A lease and title review is advice on documents: it is not a valuation, a survey or a report on the physical condition of a building, and it is not tax or financial advice. Arcadia Law Ltd is a private limited company registered in England and Wales, company number 10043933, registered office 15 Approach Road, London SW20 8BA. Authorised and regulated by the Solicitors Regulation Authority, SRA number 629605. © Arcadia Law Ltd 2026. The ALEP name and logo are the property of ALEP and are reproduced under licence to member firms.