



In *Fivaz v Malborough Knightsbridge Management Ltd* [2020] UKUT 0138 (LC) the Upper Tribunal was asked to determine whether, by replacing the entrance doors to the two flats of which he was the leaseholder, Mr Fivaz had broken a covenant “not ... to remove any of the landlord’s fixtures” from those flats.

The appeal turned primarily on whether, in the context of Mr Fivaz’s leases, the doors were “landlord’s fixtures”. HHJ Stuart Bridge cited *Elitestone Ltd v Morris* [1997] 1 WLR 687, and the “three-fold classification” proposed by Woodfall on *Landlord and Tenant* at §13.131:

“An object which is brought on to land may be classified under one of three broad heads. It may be a (a) chattel; (b) a fixture; or (c) part and parcel of the land itself. Objects in categories (b) and (c) are treated as being part of the land.”

HHJ Bridge agreed with the parties that the doors were part of the demised premises, ie “the land”, as defined in the lease. In his judgment, the doors had been made part of the flats themselves in the course of their construction. It was counterintuitive and contrary to the wording of the leases to say that the doors could be both part of the property demised and landlord’s fixtures. It followed that the doors were not landlord’s fixtures, and there had been no breach of covenant.

