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

Case Reference : **LON/00AQ/LVL/2013/0017**

Property : **1-63 Lodge Close, Edgware HA8
7RL**

Applicant : **Lodge Close (Edgware) Ltd**

Representative : **Parkgate Aspen Property
Management**

Respondent : **The tenants**

Representative : **No appearance, but written
representations from Ian and
Janice Donoff (Flat 50)**

Type of Application : **Variation of leases**

Tribunal Members : **Judge Adrian Jack, Tribunal
Member Duncan Jagger MRICS**

Venue of Deliberations : **10 Alfred Place, London WC1E 7LR**

Date of Decision : **29th October 2013**

DECISION

Decisions of the tribunal

- (1) The Tribunal pursuant to section 37 of the Landlord and Tenant Act 1987 grants the application for the variation of the leases of the flats at the property as follows:
- (2) In the First Schedule to the leases (the Demised Premises) DELETE from paragraph (a) the words: “windows and window frames (and the glass fitting in the window frames)”
- (3) In Clause 4.2 of the leases (Tenant’s Further Covenants to Repair Interior) DELETE the words “glass and”
- (4) In Clause 6.1 of the leases (Landlord’s Further Covenants to Repair) after the “including the principal internal walls” ADD the words: “and all windows and window frames (and the glass fitted in the window frames) in all the residential units and common parts”
- (5) The variation shall be noted on each of the leases and counterpart leases and shall be noted on the Land Register of each lease.

Procedural

1. The applicant landlord applies for a variation of the leases of the 63 flats which comprise the estate. The leases are all for a term of 999 years from Lady Day 1999. The form of variation is as set out above.
2. Sixty-two of the leaseholders have indicated that they support the proposed variation. The one leaseholder who does not support the variation fully is Mr and Mrs Donoff of Flat 50. Their objection is not to the principle of a variation, instead they suggest some minor improvements to the drafting.
3. No inspection was requested and none was held.

Determination

4. The leases in question do not in our judgment make proper provision for the repair of the windows. For the reasons set out in the Opinion dated 26th February 2013 of Mr Daniel Brimilow of counsel, the better view is that the lease provides for the tenants to repair the windows. The windows require replacement and the only way in which this can be done satisfactorily, so that aesthetic unity is preserved on the estate is if the repairing obligation is passed to the landlord.

5. In our judgment this object cannot be achieved unless all the leases are varied to the same effect. All but one of the 63 leaseholders agree to the variation, so the requirements of section 37 of the Landlord and Tenant Act 1987 are satisfied. The variations prejudice no one. No compensation has been requested and it would in our judgment in any event be inappropriate to order the payment of compensation.
6. In the current case all but one flat-owner couple is wholly in favour of the variation proposed. The objections of that couple, Mr and Mrs Donoff, are to the drafting. The Tribunal agrees that the wording proposed by Mr and Mrs Donoff is more elegant. However, the wording proposed by the landlord is in our judgment perfectly effective to achieve the result desired. Given that all but the Donoffs support the original form of wording, in our judgment it would be inappropriate to change the wording from that proposed by the landlord.
7. Accordingly we made the variation sought.

Name: Judge Adrian Jack

Date: 29th October 2013