

11855



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

Case Reference : LON/00AY/LVL/2016/0009

Property : FLATS 2,3,4,5,6,7,8,12,15,16,17,18,20 and
23, RENFREW ROAD, LONDON SE11 4NA
Paul Smith (Flats 2,4,5,16,17,18 and 23)
Charles Rudgard (Flat 3)

Applicants : Robert Wainwright (Flat 15)
Alan Chapman (Flat 6)
Margaret and Jorge Acevedo (Flat 8)
David Lunts (Flat 20)

Representative : Paul Smith and Carringtons Property
Management

Respondent : Caulfield Barran Browne Limited

Representative :

Type of Application : Application for the Variation of Leases,
pursuant to part 1V of the Landlord and
Tenant Act 1987

Tribunal Members : JUDGE SHAW

**Date and venue of
Paper Determination** : 7th September 2016
10 ALFRED PLACE, LONDON WC1E 7LR

Date of Decision : 7th September 2016

DECISION

INTRODUCTION

1. This case involves an application for the variation of leases, pursuant to the provisions of sections 35 or alternatively section 36 of the Landlord and Tenant Act 1987. Those provisions entitle the Tribunal, on an application such as this, to vary the terms of a lease, provided it is satisfied that the lease fails to make satisfactory provision in respect of, amongst other matters, the computation of the service charge and building insurance.
2. The property concerned is Renfrew Road, London SE11 4NA (“the Property”) which contains 24 flats. The initial Applicant was Mr Paul Smith (who is the leaseholder of 8 flats at the property). He has been joined as Applicant by the other leaseholders named in the title to this case, who are leaseholders of the flats as identified in the title. The freehold owner is Caulfield Barran Browne Limited (“the Respondent”).
3. On 1st February 2016, the Tribunal made a determination, in effect acceding to the application by various other leaseholders, who sought a variation of their leases, on the basis that the percentages contained in their leases for contributions to service charges and building insurance, were incorrectly calculated. The Tribunal varied their leases, substituting percentages consistent with the floor areas of the respective flats. Those measurements (which were agreed by the parties) appear in one of the appendices to the Decision.
4. This application was received by the Tribunal on 1st July 2016, initially with Mr Smith alone as Applicant. Mr Smith was not a party to the original application referred to, and neither were several other leaseholders. Accordingly, this application is made to bring into line the leases of the flats owned by the Applicants in respect of this application, with the earlier Decision of the Tribunal on 1st February. It uses the same measurements which were agreed by the parties

at that hearing, and extrapolates the consequent service charge and insurance charges percentage contributions.

5. Directions were given by the Tribunal on 5th July 2016, including the usual direction that all person affected by the application be given notice of it. There have been no observations received by the Tribunal opposing the application, and indeed Mr Smith in his statement dated 30th June 2016, supporting the application, informs the Tribunal that “*..I have the support of the freeholder.*”

Decision of the Tribunal on this Application

6. A determination has in large part already been made on the substantive point of this application, in the context of the order made after a full hearing on 6th January 2016, resulting in the order of 1st February 2106. There has been no opposition to the variations requested - which amount to substitutions of different percentage contributions, (based on internal floor areas) towards the service charge and building insurance, provided for at clause 3(1) of the leases. Indeed the application has been supported by other leaseholders, and the freehold-owning Respondent company. The Tribunal has no hesitation in adopting the reasoning contained within the earlier decision of 1st February, and grants this application for variation as requested.

Conclusion

7. The various leases of the flats identified in this application are varied in the form requested, and as detailed at page F1 and F2 of the bundle prepared by the Applicants. The Schedule on those pages sets out the variations to be made, and has been completed in part by the Tribunal, in manuscript, where the typed figures appear to have been truncated in the copy provided. For the avoidance of doubt, that schedule is attached to this Decision.

JUDGE SHAW

7th September 2016

Case reference: LON/00AY/LVL/2016/0009

Property: 2, 4, 5, 7, 16, 18 and 23, 46 Renfrew Road, London SE11 4NA.

Applicant: Paul Smith

Type of application: Variation of a lease by a party to the lease

F1

APPENDIX F

DRAFT OF VARIATIONS SOUGHT

Flat 2

In clause 3 (1) remove "5.71 per cent" and replace with "4.87 per cent" and also remove 6.64% and replace with 4.87%
"6.64 per cent" and replace with "4.87 per cent".

Flat 4

In clause 3 (1) remove "5.71 per cent" and replace with "3.31 per cent" and also remove 6.64% " " " 3.31%
"6.64 per cent" and replace with "3.31 per cent".

Flat 5

In clause 3 (1) remove "5.71 per cent" and replace with "4.76 per cent" and also remove 6.64% " " " 4.76%
"6.64 per cent" and replace with "4.76 per cent".

Flat 7

In clause 3 (1) remove "5.71 per cent" and replace with "4.73 per cent" and also remove 6.64% " " " 4.73%
"6.64 per cent" and replace with "4.73 per cent".

Flat 16

In clause 3 (1) remove "5.71 per cent" and replace with "4.57 per cent" and also remove 6.64% " " " 4.57%
"6.64 per cent" and replace with "4.57 per cent".

Flat 17

In clause 3 (1) remove "5.71 per cent" and replace with "3.61 per cent" and also remove 6.64% " " " 3.61%
"6.64 per cent" and replace with "3.61 per cent".

Flat 18

In clause 3 (1) remove "7.52 per cent" and replace with "8.26 per cent" and also remove 8.58% " " " 8.26%
"8.58 per cent" and replace with "8.26 per cent".

f2

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Applicant: Paul Smith

Type of application: Variation of a lease by a party to the lease

Flat 23

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "3.63 per cent".

"3.63 per cent" and also remove

6.64% and replace with 3.63%

Flat 3

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "5.44 per cent".

"5.44 per cent" and also remove

6.64% " " " 5.44%

Flat 6

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "6.86 per cent".

"6.86 per cent" and also remove

6.64% " " " 6.86%

Flat 8

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "4.53 per cent".

"4.53 per cent" and also remove

6.64% " " " 4.53%

Flat 12

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "4.26 per cent".

"4.26 per cent" and also remove

6.64% " " " 4.26%

Flat 15

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "5.56 per cent".

"5.56 per cent" and also remove

6.64% " " " 5.56%

Flat 20

In clause 3 (1) remove "5.71 per cent" and replace with "6.64 per cent" and replace with "6.43 per cent".

"6.43 per cent" and also remove

6.64% " " " 6.43%