



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

- Case Reference** : CHI/00HB/OLR/2021/0125
CHI/00HB/OLR/2021/0127
CHI/00HB/OLR/2021/0128
CHI/00HB/OLR/2021/0129
CHI/00HB/OLR/2021/0130
- Property** : Flats 2a, 7a, 13a, 16a & 17a St Catherines
Place, Bedminster, Bristol, BS3 4HG
- Applicant** : Sven Christopher Hanson (2a) (13a)
Stephen Richard Banks (7a)
Philip John Kearley (16a)
Nicola Jane Kearley (17a)
- Representative** : Bennett Welch Solicitors
- Respondent** : Firmstone Consortia One Ltd
- Representative** : Carbon Law Partners
- Type of Application** : S.48(1) Leasehold Reform Housing and
Urban Development Act 1993
- Tribunal Members** : Judge D Whitney
Judge M Tildesley OBE
- Date of Determination** : 25 February 2022

DECISION

BACKGROUND

1. The applications were made on 15 September 2021 for each of the Property's inviting the Tribunal to determine the premium and other terms of the lease extensions.
2. On 28 October 2021 the Tribunal directed that the applications were to be dealt with on the papers. The parties did not request an oral hearing.
3. On 26 January 2022 the Respondent confirmed to the Tribunal that that premiums were agreed and the only matter for determination were the terms of the new lease. The Tribunal directed on 26th January 2022 that each party could make further written submissions if they so wished. The Respondent's solicitor did so on 9th February 2022. The Applicant made no further submissions.
4. A hearing bundle has been supplied and references in [] are to that bundle.

THE LAW

5. The relevant law is set out in Section 57 of the Leasehold Reform Housing and Urban Development Act 1993 (the Act) which is attached marked Annex A.

DECISION

6. We have considered the statement of issues supplied by the parties [142-143] and the Respondents solicitors' submissions.
7. The statement of issues identifies three classes of amendment which are in dispute. The Respondent now concedes certain amendments leaving one area of dispute to be determined. These terms in dispute relate to whether or not the new lease ought properly to refer to a management company, Lemonset Limited referred to in the original lease.
8. A lease of Flat 2a is contained within the bundle [80-91]. It is accepted that all the leases are in common form. This lease is dated 31st March 1983 and is made between Frincon Holdings Limited, Alec Milne Holdings Limited and Lemonset Limited. Frincon Holdings Limited was the landlord and Alec Milne Holdings Limited the tenant. Their interests are respectively now vested in the Respondent and Mr Hanson.

9. Lemonset Limited is identified and defined within the lease as “the Management Company”. It is responsible for undertaking certain aspects of management.
10. Dispute arises as Lemonset Limited is a dormant company. The Applicants contend it does not undertake any management functions as these are carried out by the Respondent and its appointed managing agent. The Applicants contend that over time circumstances have changed so that it should not be referred to in the new lease to be granted. The Applicants contend that Lemonset Limited should not be a party to the new lease.
11. The Respondent’ accept that Lemonset Limited is a dormant company. The Respondent’ submit that they own all the shares in Lemonset Limited and act as its agent in managing the flats. The Respondent suggests that Section 57(9) of the Act requires Lemonset Limited to be a party unless the parties agree otherwise and currently the Respondent and Lemonset Limited do not agree to its removal. As a result the Respondent suggests the disputed clauses within the draft lease should remain.
12. We prefer the argument of the Respondent and accept the same. Lemonset Limited continues to exist as a company, all be it dormant. We are satisfied that it is entitled to appoint whomever it may choose to act as its agent in complying with its obligations under the leases. We are satisfied that in accordance with Section 57(9) of the Act it should be a party to the new lease unless all parties agree to its removal which plainly they do not. We are satisfied that in relation to these clauses the lease should remain as drafted by the Respondent.

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.

