



**First-tier Tribunal
Property Chamber
(Residential Property)**

Case reference : CAM/42UD/LVT/2015/0002

Properties : Apts. 1, 3, 6, 7, 8, 9 and 10
Limmington Court,
8 Fore Hamlet,
Ipswich IP3 8BF

Applicants : Julie Anne Dash (1)
Stephen & Claire Erica Lyes (3)
Roy Debritton & Pearl Geraldine Shepard (6)
David Alan Kistner and Claire Ann Williams (7)
John Barrie & Lindsay Jane Spring (8)
Elizabeth Colleen Doyle (9)
Leslie John & Mary Barton (10)

Respondents : Freehold Estates Ltd. and
Cardinal Place Management Ltd.

Date of Application : 1st April 2015

Type of Application : Application to vary leases (Part IV
Landlord and Tenant Act 1987 as
Amended (“the 1987 Act”))

The Tribunal : Bruce Edgington (chair)
David Brown FRICS

DECISION

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1. Subject to any requisition raised by the Land Registry, the Tribunal grants the application to vary the seven leases of the above properties being registered at the Land Registry under title numbers SK268015, SK262365, SK260194, SK262253, SK259482, SK259419 and SK259269 respectively as follows:

In Clause 1.1 under the heading ‘**INTERPRETATION**’, the definition of “Tenants Proportion” shall be deleted and substituted by “3.52941% of the Expenses”.

Reasons

Introduction

2. This is a straightforward application, arising due to an apparent mistake in drafting at the time the leases were prepared.
3. By a directions order dated 8th April 2015, it was said that the Tribunal would not inspect the properties and would be prepared to deal with the determination on the basis of the papers and written representations made. It pointed out that any party had the opportunity to both ask for an inspection of the properties and have an oral hearing if they so requested. No request was made for either.
4. The properties are part of a larger development built in about 2005 by Weston Homes (Housing) Ltd. consisting of 3 blocks of flats namely 10 units in 4 Fore Hamlet, 20 units in 6 Fore Hamlet and 10 units in 8 Fore Hamlet. The 20 units in 6 Fore Hamlet each pay 5% towards the expense of running the lift installed in that building i.e. 100% of the cost is collectable from the lessees.
5. There are no lifts in the other blocks. However, due a drafting error, 7 of the 10 leases in 8 Fore Hamlet i.e. those which are the subject of this application, also contained a provision that the lessees were to pay 5% of the cost of running the lift in 6 Fore Hamlet. The purpose of this application is to rectify that error and the freehold owner and the management company have both consented to the application.
6. The other 3 leases in this block i.e. 8 Fore Hamlet are correctly drawn without the requirement to contribute to the cost of running the lift and are therefore not involved with this application.

The Law

7. Section 37 of the 1987 Act permits any party to a long lease of a flat (not commercial premises) to apply to this Tribunal for an order varying such lease if *“the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect”*. There are then a number of pre-conditions as to the proportion of parties who must consent to the variation but as all the lessees, the freehold owner and the management company agree to the variation, they become irrelevant.

Discussion and Decision

8. The current situation is clearly unsatisfactory. All parties agree to the variation and the Tribunal has no idea why deeds of variation were not completed voluntarily by the parties. However, the application has been made and the Tribunal makes the order requested. Mr. and Mrs. Barton will have to produce evidence of Mrs. Barton’s change of name from Davey (as registered) to Barton to the Land Registry.

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Bruce Edgington
Regional Judge
20th July 2015