



Residential
Property
TRIBUNAL SERVICE

**SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**

Case Reference: CHI/45UG/LVT/2009/0003

**DECISION AND ORDER OF THE LEASEHOLD VALUATION TRIBUNAL
ON AN APPLICATION UNDER SECTION 37 OF THE
LANDLORD AND TENANT ACT 1987**

**Premises: Flats 1-30 Clerks Acre Keymer Road Hassocks West Sussex
BN6 8QY**

Applicants: Anstone Properties Ltd (Landlord)

Respondent: The Tenants as identified on Schedule 1 annexed

:

Date of paper Determination : ...12 November 2009

Leasehold Valuation Tribunal:

Mrs F J Silverman Dip FR LLM

- 1 The Applicant landlords are the freeholders of the premises known as Flats 1-30 Clerks Acre Keymer Road Hassocks West Sussex BN6 8QY.
- 2 The Premises are divided into 30 flats and the Respondent tenants shown on Schedule 1 are the lessees of those flats . The Tribunal notes that Flat 27 is now owned by Mr P Martin who has been served with notice of this application (in addition to the previous owners Mr and Mrs Greenwell).
- 3 The current application, brought under s 37 Landlord and Tenant Act 1987, seeks to vary the service charge provisions in the various leases so that the tenants pay a proportion of the service charges in advance.
- 4 The leases as presently drafted do not allow the landlord to demand and collect service charge in advance nor to set up a sinking fund, both of which are considered to be necessary in the present economic climate.
- 5 The Applicant brought an application to the Tribunal (dated 3 September 2009) asking the Tribunal to vary the leases for the reasons cited above and in the manner set out in Schedule 2 annexed.
- 6 By consent of the parties this matter was dealt with by the Tribunal on a paper consideration (ie without a face to face hearing) .
- 7 The Tribunal did not consider it necessary in the circumstances of this case to inspect the property.
- 8 The Tribunal is satisfied that all the tenants in the block (not just the Respondent) were informed by the Applicant of the proposals to change their leases.
- 9 The Tribunal has power to order such a variation where at least 75% of the tenants vote in favour of the variation and no more than 10% object.
- 10 As at the date of the Tribunal's consideration more than 75% of the tenants had consented to the variation. No objections had been received. Copies of the consent letters were placed before the Tribunal.

- 11 In the light of the above the Tribunal makes the order as requested by the Applicant and as set out below.

ORDER

Pursuant to s 37 Landlord and Tenant Act 1987 the Tribunal orders that the leases of the premises known as Flats 1-30 Clerks Acre Keymer Road Hassocks West Sussex BN6 8QY as shown on Schedule 1 annexed hereto shall, as from the date of this order be varied in the terms contained in Schedule 2 annexed hereto. The effect of this variation is to substitute the wording contained in Schedule 2 for the existing clause 3(18) of the leases.



Frances Silverman
Chairman
12 November 2009

SCHEDULE 1

3 September 2009

SCHEDULE OF LESSEES

CLERKS ACRE, HASSOCKS, WEST SUSSEX BN6 8QY

PHASE 1

Flat No.	Lessee (Respondent) and address for correspondence if elsewhere	Tel. No (if known) (all 01273)	Lease dated	Term (years)	Start date	Expiry date
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✓	1	Mr W.C. Taylor	846200	2.10.1962	To expiry date	2.10.1962	25.3.2060
✓	2	Mr & Mrs E. Ross	842675	27.10.1961	"	27.10.1961	25.3.2060
✓	3	Mr & Mrs M. A. Fitter 9 Bonnywood Road Hassocks BN6 8HP		29.11.2002	"	29.11.2002	25.3.2098
✓	4	Mrs & Mrs A. C. Sims		30.7.2004	"	30.7.2004	25.12.2099
✓	5	Mr & Mrs Stapleton	842754	10.5.1963	"	10.5.1963	25.3.2060
✓	6	Miss M. Morgan		10.5.1963	"	10.5.1963	25.3.2060
✓	7	Miss A. Kavanagh		5.1.2005	"	5.1.2005	25.12.2099
✓	8	Mr C. Waddell & Mrs M. Edginton	842401	1.3.1963	"	1.3.1963	25.3.2060
✓	9	Mr & Mrs G.P. Shrubsole 4 Ellesmere, Thornbury Bristol BS35 2ER		3.3.1964	"	3.3.1964	25.3.2060
✓	10	Mr & Mrs D. Ellis	845976	25.10.2006	"	25.10.2006	25.10.2099
✓	11	Mr & Mrs D. Farley		18.9.1963	"	18.9.1963	25.3.2060
✓	12	Mrs V. Marini		27.9.1963	"	27.9.1963	25.3.2060
✓	13	Mrs E. Bond		11.11.1963	"	11.11.1963	25.3.2060
✓	14	Mrs M Beauchamp		29.3.2005	"	23.9.2005	25.12.2099
✓	15	Mrs P. Payne		31.8.2007	"	31.8.2007	25.12.2099
	16	Mr & Mrs C. Aitken P.O. Box 1080 Hilton 3245 South Africa		11.2.1962	"	11.2.1962	25.3.2060

✓	17	Mrs M. Norman		23.8.1962	"	23.8.1962	25.3.2060
✓	18	Mrs M. Shoosmith		4.12.1962	"	4.12.1962	25.3.2060
✓	19	Mrs P. Ritchie	843206	4.2.2005	To expiry date	4.2.2005	25.12.2099
✓	20	Mr M. Freeman & Mrs J McNally 1 Brook Lane, Lindfield RH16 1SF		28.11.1962	"	28.11.1962	25.3.2060
✓	21	Mrs I E Ward		10.1.2006	"	10.1.2006	25.12.2099
	22	Mrs K Glanville, 2 Downe Close Horley Surrey RH6 8AQ		29.6.2006	"	29.6.2006	25.12.2099
✓	23	Ms J. Cotter	845244	20.9.2006	"	20.9.2006	25.12.2099
✓	24	Mr M. Morley		30.4.1962	"	30.4.1962	25.3.2060
✓	25	Ms R. Jeal		21.5.2008	"	21.5.2008	25.12.2099
✓	26	Mr & Mrs D J Stacey		9.5.2005	"	9.5.2005	25.12.2099
	27	Mr & Mrs Greenwell		4.8.1961	"	4.8.1961	25.3.2060
✓	28	Mrs D. Chatfield		7.10.1961	"	7.10.1961	25.3.2060
✓	29	Mrs Dudley	843190	4.8.2000	"	4.8.2000	24.3.2098
✓	30	Miss J. Nind		11.7.1961	"	11.7.1961	25.3.2060

SCHEDULE 2

Clause 3 (18) to be inserted

3 (18) It being the intention that the expenses of maintaining and administering the Buildings shall be borne entirely by and shall be divided between the Lessees of the various flats comprising the Buildings and the Lessee hereby covenants with the Lessor to pay to the Lessor without any deduction by way of further and additional rent one thirtieth of the total expenses and outgoings incurred by the Lessor in or in connection with the discharge of its obligations and liabilities under sub-clauses (ii) (iii) (iv) (v) and (vi) of Clause 4 hereof and in or in connection with enforcing the performance observance and compliance by the Lessee and of all other Lessees of flats in the Buildings of their obligations and liabilities under their Leases (other than obligations and liability to pay ground rents) such further and additional rent (hereinafter called "the maintenance charge") being subject to the following terms and conditions

- (a) The amount of the maintenance charge shall be ascertained and certified by a certificate signed by the Lessor's Managing Agents acting as experts and not as arbitrators annually and so soon after the end of each year ending 24th March as practicable.
- (b) A copy of the certificate for each such financial year shall be supplied by the Lessor to the Lessee without charge to the Lessee.
- (c) The certificate shall contain a summary of the Lessor's said expenses and outgoings incurred by the Lessor during the financial year to which it relates together with a summary of the relevant details and figures forming the basis of the maintenance charge and the certificate (or a copy thereof duly certified by the person by whom it was given) shall be conclusive evidence for the purpose hereof of the matters which it purports to certify.
- (d) The expression (the expenses and outgoings incurred by the Lessor) as herein before used shall be deemed to include not only those expenses outgoings and other expenditure herein before described which have been actually disbursed incurred or made by the Lessor during the year in question but also such reasonable part of all such expenses outgoings and other expenditure herein before described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum of sums of money by way of reasonable provision (if the Lessor deems fit) for anticipated expenditure in respect thereof as the Lessor or its Managing Agents (as the case may be) may in their direction allocate to the year in question as being fair and reasonable in the circumstances.
- (e) The Lessee shall if required by the Lessor with every half yearly payment of rent reserved hereunder pay to the Lessor such sum in advance and on account of the maintenance charge as the Lessor or its Accountants or Managing Agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim payment.
- (f) As soon as practicable after the signature of the certificate the Lessor shall furnish to the Lessee an account of the maintenance charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such an account showing such adjustment as may be appropriate as shall be paid by the Lessee to the Lessor the amount of the maintenance charge as aforesaid or any balance found payable.