



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

Case Reference : **MAN/00DA/LVT/2015/0001**

Property : **Apartments 1-11 Trinity Court, 147
Brackenwood Drive, Leeds LS8 1SF**

Applicant : **Methodist Homes
Represented by Devonshires Solicitors**

Respondent : **Various Leaseholders of 1-11 Trinity Court,
147 Brackenwood Drive, Leeds LS8 1SF**

**Type of
Application** : **Variation of a Lease
Landlord and Tenant Act 1987 – s35**

**Tribunal
Members** : **Judge H A Khan
Ms A Ramshaw (MRICS)**

Date of Hearing : **10 November 2015**

Date of Decision : **6 January 2016**

Decision

UPON HEARING Counsel for the Applicant, Methodist Homes Limited.

AND UPON HEARING from Dr Parkin & Ms E Dearden, of Flat 10, Trinity Court, 147 Brackenwood Drive, Leeds LS8 1SF.

AND UPON the Tribunal considering the Applicant's application to vary the Leases of Flats 1 to 11 (inclusive) Trinity Court, 147 Brackenwood Drive, Leeds, LS8 1SF ("The Leases").

AND UPON the Tribunal being informed that the Respondents having agreed that their respective leases of Flats 1 to 11 (inclusive), Trinity Court, 147 Brackenwood Drive, Leeds LS8 1SF should be varied so as to make provision:

- (1) For the Landlord under the Leases to be responsible for certain repairing obligations and for the provision of services under the Leases;

AND to make provision

- (2) For the Tenant under each of the Leases to be liable to the Landlord for service charges in respect of the Landlord's costs of performing the relevant repairing obligations and providing the relevant services.

AND UPON the Tribunal being satisfied that the provisions of s35 (2)(d) and (e) are made out and it is appropriate to do so.

The Tribunal Finding that:

- (1) the Leases of Flats 1 to 11 (inclusive) Trinity Court, 147 Brackenwood Drive, Leeds, LS8 1 SF ("the Flats") fail to make satisfactory provision for the repair and maintenance of (i) the Flats and (ii) the building containing the Flats and (iii) land or building in respect of which rights are conferred on the Respondents him under the Leases;

AND that

- (2) the Leases of Flats 1 to 11 (inclusive) Trinity Court, 147 Brackenwood Drive, Leeds, LS8 1 SF ("the Flats") fail to make satisfactory provision for the provision or maintenance of services which are reasonably necessary to ensure that occupiers of the Flats enjoy a reasonable standard of accommodation;

AND that

- (3) the Leases of Flats 1 to 11 (inclusive) Trinity Court, 147 Brackenwood Drive, Leeds, LS8 1 SF ("the Flats") fail to make satisfactory provision for the recovery by landlord to the Leases of expenditure incurred or to be incurred by the Landlord for the benefit of the tenants under the Leases.

IT IS ORDERED THAT:

1. The Leases of Flats 1 to 11 (inclusive) Trinity Court, 147 Brackenwood Drive, Leeds LS8 1 SF, details of which are set out in Schedule 1 to this Order, be varied as set out in the individual amended leases attached to this order.

2. The Tribunal determines that the said variations take effect on 1 April 2014.

3. The Tribunal considered the evidence of the Collective who confirmed that they would be prepared to pay for the services and that these services were provided. However, they were concerned about the quality of those services and confirmed that is a matter they would consider taking further by way of a separate application. For the avoidance of any doubt, the Tribunal does not make any determination on the payability and/or reasonableness of the services charges incurred.

Schedule 1 – Leases to be varied

Flat No.	Respondent	Parties to Lease	Date of Lease	Registered Title No.
1.	Mr. T Arundale	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd (Management Co.) (3) David Charles Wilson & Robert Harold Sharpe ("Tenant")	6.1.2000	WYK665920
2.	The executors of Ms D Toronczak	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd (Management Co.) (3) Teodora Toronczak ("Tenant")	30.9.1999	WYK658200
3.	Ms K Carr	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Kathryn L Carr ("Tenant")	10.12.1999	WYK667218
4.	The Executors of Sylvia Mosby	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Joseph Lyons ("Tenant")	30.9.1999	WYK673724
5.	Mr A Elliot	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Sylvia M Grayson ("Tenant")	30.9.1999	WYK671676
6.	Ms E Gallagher	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Harold W Dimmock ("Tenant")	14.1.2000	WYK665319
7.	The Executors of Paul Woolley	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd (Management Co.) (3) Ernest A Bentley & Evelyn Bentley ("Tenant")	7.4.2000	WYK671677

8.	Ms S Cumming	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Linna V Lock ("Tenant")	30.9.1999	WYK658247
9.	The Executors of Mr S & Mrs E Marsh	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) John Nicholson & Others ("Tenant")	8.10.1999	WYK671850
10.	Ms E Dearden	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Eileen Farrar ("Tenant")	14.12.1999	WYK662855
11.	Ms L Strickler	(1) Christian Projects Ltd ("Landlord") (2) Trinity Care Management Ltd ("Management Co.") (3) Joyce E Hickman ("Tenant")	31.7.2000	WYK676085