



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

Case Reference : **LON/00BJ/LVL/2019/0004**

Property : **Flat 2 (Flat B) 30 Southam Street,
London SW11 5EZ**

Applicant : **Mrs Jean Lorraine Sutton**

Representative : **Goundrent Management Services**

Respondent : **(1)Jacob Posen
(2)Yosef Filip**

Representative : **N/A**

**Type of
Application** : **Variation of a lease**

Tribunal Member : **Judge LM Tagliavini
Miss M Krisko MRICS**

**Date and place of
hearing (paper)** : **10 Alfred Place, London WC1E 7LR
4 June 2019**

Date of decision : **4 June 2019**

DECISION

The tribunal's summary decision:

- I. The tribunal determines that the lease dated 22 July 1981 granting a term of 99 years to the lessee from 25 March 1981 should be varied at clause 7 to substitute the words "a sum equal to **30.00%** of the total of the expenses and outgoings incurred or chargeable by the Lessor....." with the words "a sum equal to **one third** of the total of the expenses and outgoings incurred or chargeable by the Lessor...."
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The application

1. This is an application made by the Applicant landlord seeking the tribunal's variation of a lease pursuant to the provisions of section 35 of the Landlord and Tenant Act 1987

The property

2. The subject property is a flat on the first floor of a converted house comprising a total of three flats of similar flats on the ground, first and second floors of the building. The subject property is subject to a lease dated 22 July 1981 granting a term of 99 years with effect from 25 March 1981.
3. Clause 7 of the lease of the subject property requires the lease to make payment of 30% in respect of expenses and outgoings incurred or chargeable for services provided in accordance with the terms of the lease. This contrasts with the provisions made in the leases for Flat 1 (Flat A) and Flat 3 (Flat C) which provides that the proportion payable in respect of expenses and outgoings incurred or chargeable for services is one-third.
4. Consequently, the Applicant landlord seeks a variation to the Respondent's lease of Flat 2 in order to bring it into line with those of the leases of Flat 1 and Flat 3, so that the Respondent also pays one-third of the expenses and outgoings incurred or chargeable for services provided by the Applicant landlord.

The Applicant's case

5. In accordance with the tribunal's directions dated 8 April 2019 the Applicant provided proof of service of this application on the lessors of Flat 1/Flat A (Tom Rogers and Christine Leach) and Flat 2/Flat C Dr Julia Bentham-Hernandez by a letter dated 16 April 2019 from Groundrent Management Services. The tribunal also provided the tribunal with a bundle of documents comprising the relevant parts of each of the three leases.

The Respondent's case

6. Neither the Respondents or the lessees of Flat 1 and Flat 3 corresponded with the tribunal or sought to make any objection to the application.

The tribunal's decision and reasons

7. As neither party made a request for an oral hearing the tribunal determined this application on the documents provided.
8. The tribunal finds that the requirements of section 35(2)(e) of the Landlord and Tenant Act 1987 are met. In particular the tribunal finds that clause 7 of the Respondent's lease fails to make satisfactory provision for the sufficient recovery of service charges incurred or chargeable by the lessor in the same proportion as specified in the leases of the other lessees in the building.
9. Further, in the absence of any objection to the application by the Respondent and the statutory requirements of the 1987 Act having been met, the tribunal considers it appropriate to grant the variation sought by the Applicant.
10. In conclusion the tribunal grants the variation of clause 7 of the Respondent's lease to read "one-third" in substitution for the figure of "30.00%" as indicated in the Applicant's draft variation included in the bundle of documents for hearing.

Signed: Judge Tagliavini

Dated: 4 June 2019