



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

Case Reference : CHI/00HN/LVT/2022/0001

Property : Crag Head, 77 Manor Road, Bournemouth,
Dorset, BH1 3JE

Applicant : Crag Head Limited

Representative : Steele Raymond LLP
ref. no 110604.0002/RJS

Respondent : 96 Leaseholders

Representative :

Type of Application : Section 37 Landlord & Tenant Act 1987 - to
vary two or more leases by a majority

Tribunal Member(s) : D Banfield FRICS
Mrs A Clist ARICS
Ms T Wong

**Date and venue of
hearing** : 15 December 2022 at Havant Justice
Centre

Date of Decision : 4 January 2023

DECISION

Background

1. The Applicant seeks to vary the long leases of 96 Flats by enabling the landlord to recover through the service charge the costs of repair maintenance and replacement of the structural parts, exterior, roof and foundations of the building, the gardens, communal facilities and amenities and all other works the landlord considers appropriate or necessary for the maintenance and management of the property. The Applicant states that it has the requisite majority of leaseholders supporting the proposed variation pursuant to section 37(5)(b) of the 1987 Act: 82.4 per cent of leaseholders' consent to it whilst 1.9 per cent of leaseholders' object to it.
2. Under section 37 of the Landlord and Tenant Act 1987 the Tribunal can be asked to approve a lease variation if, where there are more than 8 leases, it is not opposed by more than 10% of the parties concerned, and at least 75% agree. The landlord also has a vote. So it is said that in this case 82.6% of the concerned parties have voted in favour (more than 75%) and less than 10% have voted against the change.
3. The Tribunal made Directions on 7 November 2022 requiring the Applicant to send copies to the Respondent Lessees and setting the hearing date as 15 December 2022.
4. The directions also invited the Respondents to send any objection to the proposals to the Tribunal and Applicant. Objections were received from the Lessees of Flats 1 and 47.

The Law

5. Section 37 of the Act states:
 - (1) *Subject to the following provisions of this section, an application may be made to [a leasehold valuation tribunal] in respect of two or more leases for an order varying each of those leases in such manner as is specified in the application.*
 - (2) *Those leases must be long leases of flats under which the landlord is the same person, but they need not be leases of flats, which are in the same building, nor leases, which are drafted, in identical terms.*
 - (3) *The grounds on which an application may be made under this section are that the object to be achieved by the variation cannot be satisfactorily achieved unless all leases are varied to the same effect.*
 - (4) *An application under this section in respect of any leases may be made by the landlord of any of the tenants under the leases.*

- (5) *Any such application may only be made if-*
- (a) *in a case where the application is in respect of less than nine leases, all or all but one, of the parties concerned consent to it; or*
 - (b) *in a case where the application is in respect of more than eight leases, it is not opposed for any reason by more than 10 per cent of the total number of the parties concerned and at least 75 per cent of that number consent to it.*
- (6) *For the purposes of subsection (5)-*
- (a) *in the case of each lease in respect of which the application is made, the tenant under the lease shall constitute one of the parties concerned (so that in determining the total number of the parties concerned a person who is the tenant under a number of such leases shall be regarded as constituting a corresponding number of the parties concerned); and*
 - (b) *the landlord shall also constitute one of the parties concerned.*

Section 38 provides that:

(3) If on an application under section 37, the grounds set out in subsection (3) of that section are established to the satisfaction of the [tribunal] with respect to the leases specified in the application the tribunal may subject to subsection (6) and (7) make an order varying each of the leases in such manner as its specified in the order.

Section 38 provides;

- (6) A tribunal shall not make an order under this section effecting any variation of a lease if it appears to the tribunal –*
- (a) that any variation would be likely to substantially to prejudice-*
 - (i) any respondent to the application, or*
 - (ii) any person who is not a party to the application and that an award under subsection (10) would not afford him adequate compensation, or*
 - (b) that for any other reason it would not be reasonable in the circumstances for the variation to be effected*

Evidence

6. The bundle submitted by the Applicant contained a copy of the pro-forma, covering letter and FAQ's sent to the leaseholders [218] and the responses received [228].
7. The response from the Lessee of Flat 1 simply states that the application is opposed and that received from Flat 47 indicates that he votes against the proposed variations without giving reasons for so doing.
8. However, a letter from the lessee of Flat 47 to Foxes Property Management dated 22 February 2022 [231] raised various concerns that may be summarised as;
 - The Directors would be given carte-blanche to make whatever improvements they see fit rather than remedying specific faults.
 - There should be some mechanism enabling lessees to provide their agreement before such work is undertaken.
 - There have been examples of wasteful and illogical expenditure such as the provision of CCTV.
 - The cost of updating the lease with the Land Registry seems excessive.
9. The Applicant responded by letter on 5 March 2022 [233].
10. The Applicant's Statement of Case [322] explains that the property comprises a purpose built block with 96 flats, extensive gardens, car parking, underground garaging and a swimming pool. The Applicant is a lessee owned company incorporated to acquire the freehold on 24 June 2004.
11. The application arises due to a need to carry out works to the brickwork where under the leases as drafted no party is liable to carry out the works and there is no mechanism to recover the cost incurred through the service charge.
12. It is considered that the service charge provisions are generally deficient, and the proposed variations seek to comprehensively bring them up to date.
13. The majority of leases are for 999 years and were granted following the Applicant's acquisition of the freehold. Flats 6,12 and 45 are the remaining 99 year leases in their original form. The service charge provisions are similar in both;
 - By the second schedule the main structural and external parts of the Block are part of the property reserved to the lessor, together with the gardens, swimming pool, lifts etc
 - By paragraph 21 of the sixth schedule the lessee is obliged to pay the service charge
 - The costs to which the lessee is obliged to contribute as part of the service charge are set out in the seventh schedule.

14. The Applicant's responsibilities are limited by Paragraph 6 of the seventh schedule to "keep the halls stairs landings and passages forming part of the Reserved Property properly furnished carpeted cleaned and in good order and shall keep adequately lighted all such parts of the Reserved Property as are normally lighted or should be lighted and shall use its reasonable endeavours to keep in working order the lifts forming part of the Reserved Property"
15. The Leases do not contain any comprehensive provision requiring the Applicant to keep all of the reserved property in repair such as the external parts of the building or to recover the costs. There are also no obligations in respect of utilities, security, refuse areas, landscaping and the upkeep of the swimming pool.
16. The proposed variations [170] and [173] provide for a comprehensive regime of repair, maintenance and good estate management in respect of the common areas of the Block and curtilage including services in return for the payment of a service charge.
17. The variations sought would regularise the previously informal arrangements and through decisions taken at AGMs, to allow the Applicant to implement the urgent major works projects, and to ensure that future works and services that the Applicant may reasonably wish to carry out are provided for within the service charge regime without the costs involved in further Tribunal applications.
18. The objective cannot be achieved without variation because;
 - The services are for the benefit of all lessees ensuring their properties are maintained and investment secure
 - The Applicant is a lessee owned company unable to raise funds except through the service charge
 - The 96 leases provide for 100% of service charges
 - Unless all leases are varied the Applicant will have to rely on individual agreements which may not allow 100% recovery potentially leading to insolvency
19. 79 of 96 flats agreed to the proposed variations, 2 objected and 15 did not respond. This meets the statutory tests.
20. No objections were received by 5 December 2022 as required in Directions. However, in answer to the concerns raised by Mr Barraclough (Flat 47);
 - Statute requires service charges to be reasonable, reasonably incurred and be directed to services and works of a reasonable standard in order to be recoverable
 - Statutory consultation will be required with large expenditure
 - Accordingly it is unlikely that lessees will have to contribute to "wasteful and illogical" costs

- The lessees are all members of the Applicant and able to make their views known at the AGM
 - The Directors owe a duty under Company Law to their shareholders(the lessees)
 - A great deal of the work is already being done and service charges recovered, albeit on an informal basis
 - The CCTV was installed as a deterrent against criminal activity after two incidents of violent crime in the vicinity and has proved useful in dealing with intruders
21. The Respondents will suffer little prejudice as;
- The lessees have been contributing on an informal basis for many years
 - Before costs of major works are recoverable there will be a statutory consultation process
 - There is already a reserve of £480,000 in place to meet part of the brickwork costs
 - The service charge is the lowest in the area
22. Any prejudice will be outweighed by;
- Ensuring the Applicant remains solvent
 - Having a modern lease under which the freeholder is responsible for maintaining the retained parts and is more likely to be compliant with lenders' requirements
 - An enforceable direct covenant requiring the freeholder to carry out a wide range of obligations
 - Having a well run and maintained development
23. In the witness statement of Paul Quantick [236] it is explained that 99 year leases were granted in 2004 and following the purchase by the lessees of the freehold 999 year leases were offered. All lessees took up the offer except flats 6,12 and 45. The repairing and service charge terms contained in the original lease were replicated in the new lease.
24. A number of works have been identified as being required at some time in the future in order the implementation of which would be assisted by the variation requested.

The Hearing

25. The hearing was attended by Katie Gray of Counsel, David Crockford her instructing Solicitor, Paul Quantick, Phil & Davina Kerstein and Andrew Bagshaw of the Applicants.
26. The Tribunal indicated that it had read the bundle and asked Ms Gray to highlight those areas she wished to emphasise.
27. We were taken through the requirements of sections 37 and 38 of the Landlord and Tenant Act 1987 which Ms Gray said were satisfied.

28. Ms Gray referred to the contents of the Statement of Case and Mr Quantick's witness statement and in answer to a question from the Tribunal said that some but not all of the works referred to by Mr Quantick were outstanding and needed to be addressed.
29. The Tribunal referred to the drafting of the proposed variations indicating that whilst they were said to be identical there were differences such as at (xv)
30. Ms Gray proposed that her instructing Solicitor examined the drafts and provide copies, amended where necessary by 22 December 2022.
31. The amended drafts were received on 22 December 2022 and are referred to below.

Decision

32. The Tribunal is satisfied that the Applicant's object in seeking the lease variation cannot be met unless all subject leases are varied to the same effect, the requirements of section 37 are satisfied and none of the reasons for not granting an order as set out in section 38 applies.
33. **The Tribunal therefore makes the following Order as requested.**

IT IS ORDERED THAT:

1. Upon the Applicant's application for an order under section 37 of the Landlord and Tenant Act 1987 varying the 96 leases listed in the schedule annexed to this Order at Annexe 1
2. And upon the Tribunal being satisfied in respect of all 96 leases that;
 - a. The object to be achieved by the proposed variations cannot be satisfactorily achieved unless all the leases listed in the schedule annexed to this Order at Annexe 1 are varied to the same effect
 - b. The application is made in respect of more than 8 leases, is not opposed for any reason by more than 10 per cent of the total number of the parties concerned and at least 75 per cent of that number consent to it.
 - c. The variations proposed by the Applicant would not be likely substantially to prejudice any respondent to the application, or any person who is not a party to the application.
 - d. It would be reasonable in the circumstances for the variation to be effected.
3. The leases listed in the schedule annexed to this Order at Annexe 1 do be varied in the manner set out in the documents at Annexe 2 of this Order, such variations to be effective from the date of this Order.
4. The Applicant shall be responsible for making applications to the Land Registry to note the decision against the Freehold Titles and the Leasehold Titles of the properties as aforesaid.

CHI/ooHN/LVT/2022/0001
Annexe 1

	Flat Number	Postcode	Date of Lease	Original Tenant	Original Landlord	Term of Lease	Title	Leaseholder's Forename	Leaseholder's Surname	Title Number
1	Flat 1 Crag Head	BH1 3JE	16 January 2006	Nicholas Edward Mears and Jane Elizabeth Mears	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Rosaline Deborah	Caesar-Scammell	DT337459
2	Flat 2 Crag Head	BH1 3JE	15 December 2004	Michelle Silverman	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Michelle	Silverman	DT327895
3	Flat 3 Crag Head	BH1 3JE	15 December 2004	James Craig and Mary Eileen Craig	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Gila	Sanger	DT326401
4	Flat 4 Crag Head	BH1 3JE	15 December 2004	Joanna Irma Bryk	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Joanna Irma	Bryk	DT326473
5	Flat 5 Crag Head	BH1 3JE	11 February 2005	Isaac Kashi	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Tracy Zehava	Kashi	DT327858
							Mr	Christopher Matthew	Hardy	DT327858
6	Flat 6 Crag Head	BH1 3JE	11 July 1974	Emanuel Stern and Lucie Stern	Crag Head Limited (Company Registration No. 4472677)	98 years from 11 July 1974	Ms	Lynn Murray	Bolland	DT199891
7	Flat 7 Crag Head	BH1 3JE	11 February 2005	Catherine Gale	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Simon John	Speller	DT328368
							Mr	Daniel William	Speller	DT328368
							Mr	Geoffrey John	Speller	DT328369
8	Flat 8 Crag Head	BH1 3JE	25 April 2005	Charles Buchanan	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Dianne Elizabeth	Buchanan	DT329319
9	Flat 9 Crag Head	BH1 3JE	23 February 2005	Mark Faith and Karen Mena Faith	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Mark	Faith	DT327831
							Ms	Karen Mena	Faith	DT327831
10	Flat 10 Crag Head	BH1 3JE	24 July 2014	Jupiter Property Company Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	James William	Woods	DT409596
11	Flat 11 Crag Head	BH1 3JE	15 December 2004	Eric Gold and Olga Gold	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Frances	Sinai	DT326801
							Ms	Mati	Sinai	DT326801
12	Flat 12 Crag Head	BH1 3JE	19 July 1974	Joseph Colin	Crag Head Limited (Company Registration No. 4472677)	98 years from 17 July 1974	Mr	Robert Edward Jam	Solly	DT104020
13	Flat 13 Crag Head	BH1 3JE	15 December 2004	Phyllis May Dunkley	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		PMD Estates Limited		DT327033
14	Flat 14 Crag Head	BH1 3JE	11 February 2005	Jennifer Rosalind Vernon	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Jennifer Rosalind	Vernon	DT327509

15	Flat 15 Crag Head	BH1 3JE	15 December 2004	Vivian Phillips and Maureen Phillips	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Maureen	Phillips	DT326210
							Ms	Vivian	Phillips	DT326210
16	Flat 16 Crag Head	BH1 3JE	15 December 2004	Raymond Donald Turley	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Elif	Fidan	DT326861
17	Flat 17 Crag Head	BH1 3JE	25 April 2005	Denis Slade also known as Dennis Slade	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Denis	Slade	DT329855
18	Flat 18 Crag Head	BH1 3JE	15 December 2004	Irene Anna Bluston	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Irene Anna	Bluston	DT327134
19	Flat 19 Crag Head	BH1 3JE	11 February 2005	Simon John Aries and Paul Arthur Aries	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Billie Ilana	Mazel	DT328339
20	Flat 20 Crag Head	BH1 3JE	15 December 2004	Bernard Powell Jones and Catherine Mary Elizabeth	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	David James	Kunzi	DT326318
21	Flat 21 Crag Head	BH1 3JE	11 February 2005	John Rodney Murrell	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Paul John	Murrell	DT327524
							Ms	Gemma Louise	Murrell	DT327524
22	Flat 22 Crag Head	BH1 3JE	15 December 2004	Sheila Elizabeth Gordon and others	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Oliver James	Gordon	DT326469
							Mr	Sheila Elizabeth	Gordon	DT326469
							Mr	Timothy	Gordon	DT326469
							Mr	Maurice	Gordon	DT326469
							Mr	Trevor John	Sutton	DT329083
23	Flat 23 Crag Head	BH1 3JE	11 February 2005	Margaret Leigh	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Andrew James	Sutton	DT329083
							Ms	Emma Jane	King	DT329083
24	Flat 24 Crag Head	BH1 3JE	11 February 2005	Margaret Leigh	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		C B I Developments LLP		DT329082
25	Flat 25 Crag Head	BH1 3JF	15 December 2004	Jakob Sternlicht and Judith Sternlicht	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	DECEASED Jakob	DECEASED - Sternlicht	DT326898
							Ms	Judith	Sternlicht	DT326898
26	Flat 26 Crag Head	BH1 3JF	25 April 2005	Wendy Dorothy Godwin, Helen Louise Shore and Philip Robert Godwin	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Philip Robert	Godwin	DT330770
							Ms	Wendy Dorothy	Godwin	DT330770
							Ms	Helen	Shore	DT330770
27	Flat 27 Crag Head	BH1 3JF	11 February 2005	Patricia Irene Blackman	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Ettie Coco	Douthwaite	DT327522
29	Flat 29 Crag Head	BH1 3JF	29 March 2005	Elias Kahan and Kathe Kahan	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Mordechai Chuni	Kahan	DT328657
							Ms	Gita	Kahan	DT328657

30	Flat 30 Crag Head	BH1 3JF	11 February 2005	Walbrook Properties Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Craig Andrew	Slagel	DT327901
31	Flat 31 Crag Head	BH1 3JF	11 February 2005	Ivor Simon Joseph Wolfson and others	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Ivor Simon Joseph	Wolfson	DT331766
							Ms	Anna	Wolfson	DT331766
							Mr	Zvi	Wolfson	DT331766
32	Flat 32 Crag Head	BH1 3JF	11 February 2005	Emmanuel Carter and others	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Louise Emma	Duerr	DT327752
33	Flat 33 Crag Head	BH1 3JF	25 April 2005	Henri Konig and Rachel Konig	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Henri	Konig	DT329115
							Ms	Rachel	Konig	DT329115
34	Flat 34 Crag Head	BH1 3JF	11 February 2005	Paul Leon Slagel	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Paul Leon	Slagel	DT327911
35	Flat 35 Crag Head	BH1 3JF	14 March 2005	Phyllis May Dix	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Albert James	Allen	DT328485
							Ms	Susan Dorothy	Allen	DT328485
36	Flat 36 Crag Head	BH1 3JF	22 June 2005	Leslie Henry Jaffa	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Leslie Henry	Jaffa	DT331709
37	Flat 37 Crag Head	BH1 3JF	11 February 2005	Ruth Berger	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Ruth	Berger	DT327513
38	Flat 38 Crag Head	BH1 3JF	15 December 2004	London and District Investments Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		London and District Investments Limited (Co. Regn. No. 740555)		DT326972
39	Flat 39 Crag Head	BH1 3JF	11 February 2005	Stephanie Andrea Ferster and Debbie Primost	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Stephanie Andrea	Ferster	DT328704
							Ms	Debbie	Primost	DT328704
40	Flat 40 Crag Head	BH1 3JF	11 February 2005	Daniel Kaufman and Michael Aaron Kaufman	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Philip Robert	Godwin	DT329272
							Ms	Wendy Dorothy	Godwin	DT329272
41	Flat 41 Crag Head	BH1 3JF	29 March 2005	Alan Milton Geller and Freda Geller	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Alexandra Simone	Phillips	DT328945
42	Flat 42 Crag Head	BH1 3JF	14 March 2005	Rica Gothold	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Rica	Gothold	DT333289
43	Flat 43 Crag Head	BH1 3JF	15 December 2004	Renate Altmann	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Renate	Altmann	DT325914
44	Flat 44 Crag Head	BH1 3JF	15 December 2004	Stacia Davies	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Rica	Gothold	DT326964
							Ms	Judith	Kaufman	DT326964
							Ms	Yael	Halberstadt	DT326964

45	Flat 45 Crag Head	BH1 3JF	23 July 1974	Anne Randolph	Crag Head Limited (Company Registration No. 4472677)	98 years from 23 July 1974		Taurusbuild Limited (Co. Regn. No. 1721596)		DT288519
46	Flat 46 Crag Head	BH1 3JF	25 April 2005	Hazel Almond	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Elliot	Pine	DT329588
47	Flat 47 Crag Head	BH1 3JF	15 December 2004	Mark Goldfinger and Silvia Marion Goldfinger	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Richard Edmund	Barraclough	DT327474
48	Flat 48 Crag Head	BH1 3JF	15 December 2004	Leonard Percy Green and Eileen Elizabeth Green	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Nicholas Charles	Browne	DT326171
							Ms	Kay Susan	Browne	DT326171
49	Flat 49 Crag Head	BH1 3JF	25 February 2005	Norman Joels	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Salvador Isidoro	Mazliah	DT327898
							Ms	Barbara Anne	Mazliah	DT327898
50	Flat 50 Crag Head	BH1 3JF	29 March 2005	Iris Gibbor	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Davina Marilyn	Kerstein	DT328278
							Ms	Amanda Imogen	Kerstein	DT328278
							Ms	Jennifer Lara	Kerstein	DT328278
							Mr	Philip Leslie	Kerstein	DT328278
51	Flat 51 Crag Head	BH1 3JF	25 February 2005	Norman Joels and Myriam Dorothee Joels	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Norman	Joels	DT327906
							Ms	Myriam Dorothee	Joels	DT327907
52	Flat 52 Crag Head	BH1 3JF	11 February 2005	Bealsmill Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Barry Saul	Karmel	DT452866
							Ms	Michelle	Davis	DT452866
							Mr	Barry Saul	Karmel	DT452866
							Ms	Michelle	Davis	DT452866
53	Flat 53 Crag Head	BH1 3JF	15 December 2004	Valerie Ruth Shapiro	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Valerie Ruth	Shapiro	DT326228
54	Flat 54 Crag Head	BH1 3JF	11 February 2005	Marion Janner	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Peter Alexander	Nowicki	DT338503
							Ms	Velma	Nowicki	DT338503
55	Flat 55 Crag Head	BH1 3JF	15 December 2004	Shirley Ann Alford	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Shirley Ann	Alford	DT325886
56	Flat 56 Crag Head	BH1 3JF	15 December 2004	Malcolm Rabin and Susan Jane Rabin	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Malcolm	Rabin	DT326304
							Ms	Susan Jane	Rabin	DT326304
57	Flat 57 Crag Head	BH1 3JF	15 December 2004	Brian Perry Levy and Frances Levy	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Joan Elizabeth	Berry	DT327046
							Mr	DECEASED John	Berry	DT327046
58	Flat 58 Crag Head	BH1 3JF	15 December 2004	Frances Jay	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Marilyn Rochelle	Jackson	DT326625

59	Flat 59 Crag Head	BH1 3JF	29 March 2005	Brenda Sarah Mordecai	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Brenda Sarah	Mordecai	DT330166
60	Flat 60 Crag Head	BH1 3JF	15 December 2004	Anita Irene Stonehouse	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Anita Irene	Stonehouse	DT325833

61	Flat 61 Crag Head	BH1 3JF	11 February 2005	Paul Frederick Quantick and Linda Christine Quantick	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Paul Frederick	Quantick	DT327487
							Ms	Linda Christine	Quantick	DT327487
62	Flat 62 Crag Head	BH1 3JF	15 December 2004	John Muir Turgel and Adrienne Turgel	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Vivian	Phillips	DT327161
							Ms	Maureen	Phillips	DT327161
63	Flat 63 Crag Head	BH1 3JF	25 February 2005	Jackson Vincent Woolf and Susan Woolf	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		APDP Limited		DT328110
64	Flat 64 Crag Head	BH1 3JF	15 December 2004	Sybil Clumpus, Michael Myer Cole and Jane Angela Lazare	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Allan Lindsay	Wood	DT327028
							Mr	Graham Harvey	Craig	DT327028
65	Flat 65 Crag Head	BH1 3JF	15 December 2004	Martin Tobias and Barbara Fay Tobias	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Martin	Tobias	DT326648
							Ms	Barbara Fay	Tobias	DT326648
66	Flat 66 Crag Head	BH1 3JF	15 December 2004	Stephen Donald Lopes- Dias, Judith Serena Lopes-Dias, Martyn Richard Lopes-Dias and Susan Lopes-Dias	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Stephen Donald	Lopes- Dias	DT327677
							Ms	Judith Serena	Lopes- Dias	DT327677
							Mr	Martyn Richard	Lopes- Dias	DT327677
							Ms	Susan	Lopes- Dias	DT327677
67	Flat 67 Crag Head	BH1 3JF	29 March 2005	Stuart Charles Elder	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Stuart Charles	Elder	DT329854
68	Flat 68 Crag Head	BH1 3JF	25 April 2005	Jacqueline Mordecai Smith	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Sean	McGoogan	DT330165
							Ms	Lynn	McGoogan	DT330165
69	Flat 69 Crag Head	BH1 3JF	15 December 2004	Stuart Conway and Lila Conway	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Keith Andrew	Russell	DT326938
70	Flat 70 Crag Head	BH1 3JF	11 February 2005	Ruth Sandra gosschalk and Joseph Bernard Gosschalk	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Ruth Sandra	Gosschal k	DT327905
71	Flat 71 Crag Head	BH1 3JF	15 December 2004	Palle Kolbe	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Kirsten Sofie Kolbe	Shea	DT326364
72	Flat 72 Crag Head	BH1 3JF	25 February 2005	Helen Davis	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Richard	Davis	DT328014
							Ms	Bonita	Davis	DT328014

73	Flat 73 Crag Head	BH1 3JG	25 April 2005	Edith Kingsley	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Sylvia	Pell	DT332494
74	Flat 74 Crag Head	BH1 3JG	15 December 2004	Zena Selwyne	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Victor Graham	Selwyn	DT326284
							Ms	Maureen Jill	Selwyn	DT326284
							Mr	Martin Derek	Selwyn	DT326284
							Ms	Francine Dehlia	Selwyn	DT326284
75	Flat 75 Crag Head	BH1 3JG	15 December 2004	Jocelyn Mills, Jocelyn Swinn and Ann Rhodes	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Jocelyn	Mills	DT326907
							Ms	Jocelyn	Swinn	DT326907
							Ms	Ann	Rhodes	DT326907
76	Flat 76 Crag Head	BH1 3JG	08 October 2013	Barry Newgrosh and Alec Carl Stewart	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Maria Isabella	Pereira	DT403685
77	Flat 77 Crag Head	BH1 3JG	15 December 2004	Henry Leonard Goodwin and Roby Blodwin Doreen Goodwin	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		Dilniy Limited		DT326283
78	Flat 78 Crag Head	BH1 3JG	15 December 2004	Royston Allan Frederick Smith and Glenys Margaret Pathena Smith	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Shuang	Liang	DT326316
79	Flat 79 Crag Head	BH1 3JG	15 December 2004	Allan Citron and Sara Jeanette Citron	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	David	Hersh	DT326437
							Ms	Tova	Hersh	DT326437

80	Flat 80 Crag Head	BH1 3JG	25 February 2005	Elizabeth Rachel Morris and Glenn Stokes	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Nicole Simone	Woolf	DT328471
81	Flat 81 Crag Head	BH1 3JG	15 December 2004	Barry Cook	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Barry	Cook	DT325912
82	Flat 82 Crag Head	BH1 3JG	15 December 2005	Graham Roderick Lindsey and Mary Joanne Lindsey	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Mary Joanne	Lindsey	DT326356
83	Flat 83 Crag Head	BH1 3JG	29 March 2005	Alexis Griller and Andrea Jocelyn Michaels	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Steven David	Morant	DT330231
84	Flat 84 Crag Head	BH1 3JG	29 March 2005	John Leslie Green and Jane Green	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Christopher Edward John	Green	DT331670
							Mr	Nicholas Eliot	Green	DT331670
85	Flat 85 Crag Head	BH1 3JG	29 March 2005	Paul Gary Solomans and Cyril Cohen	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	DECEASED Michael John	DECEASED Hebron	DT336565

85	Flat 85 Crag Head	BH1 3JG	29 March 2005	Paul Gary Solomans and Cyril Cohen	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Monica Maria	Hebron	DT336565
86	Flat 86 Crag Head	BH1 3JG	15 December 2004	Donald Alfred Wratten and Elizabeth Eileen Wratten	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		Jolly Parson Limited		DT326178
87	Flat 87 Crag Head	BH1 3JG	14 March 2005	John Hammond Craig	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Heetan Navin	Thaker	DT328425
88	Flat 88 Crag Head	BH1 3JG	11 February 2005	Robin Margaret Anson- Owen and Pauline Laura Illsley	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Coll	Michaels	DT329084
							Ms	Andrea Jocelyn	Michaels	DT329084
89	Flat 89 Crag Head	BH1 3JG	15 December 2004	Leonard Richard Dobson and Pauline Janet Dobson	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Leonard Richard	Dobson	DT327045
							Ms	Pauline Janet	Dobson	DT327045
90	Flat 90 Crag Head	BH1 3JG	29 March 2005	Ze'ev Ziv and Froma Hazel Ziv	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Ze'ev	Ziv	DT328946
							Ms	Froma Hazel	Ziv	DT328946
91	Flat 91 Crag Head	BH1 3JG	11 February 2005	Helen Joyce Seidler	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	John Paul	Street	DT327622
92	Flat 92 Crag Head	BH1 3JG	15 December 2004	Thomas Keith Norledge	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Thomas Keith	Norledge	DT326934
93	Flat 93 Crag Head	BH1 3JG	05 October 2018	Nowpod Property Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004		Nowpod Property Limited		DT442492
94	Flat 94 Crag Head	BH1 3JG	11 February 2005	Witold Alexander Jason and Alma Doreen Jason	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Ms	Lucia Helena	Bonini	DT327899
95	Flat 95 Crag Head	BH1 3JG	15 December 2004	Max Lopes Dias	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Max	Lopes Dias	DT326352
96	Flag 96 Crag Head	BH1 3JG	15 December 2004	Douglas Fenton Limited	Crag Head Limited (Company Registration No. 4472677)	999 Years from 24 June 2004	Mr	Marc James	Neilon	DT326953
							Ms	Nicola Jane	Neilon	DT326953

Annexe 2

Variations to the Lease for Crag Head, 77 Manor Road, Bournemouth with the exception of flats 6, 12 and 45.

Replacement of existing clauses

1. The figure "(7)" contained in line four of paragraph 21 of the Sixth Schedule shall be deleted and replaced with the figure "(6)"
2. Paragraph 6 of the Seventh Schedule of the Lease shall be deleted and replaced by the following:

"The Lessor shall provide the Services as follows:

 - (i) the supply and removal of electricity, water, sewage and other utilities to and from the Estate;
 - (ii) providing maintaining and replacing where necessary such television, internet and other media supplies to the Estate as the Lessor reasonably considers necessary;
 - (iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Reserved Property);
 - (iv) complying with all laws including local, environmental and conservation regulations relating to the Reserved Property, their use and any works carried out at them, and relating to any materials kept at or disposed of from the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
 - (v) complying with all rights, covenants and restrictions that may from time to time affect the Estate;
 - (vi) taking any steps (including proceedings) that the Lessor considers necessary to prevent or remove any encroachment over the Reserved Property or to prevent the acquisition of any right over the Reserved Property (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Reserved Property (or the Building as a whole) as local regulations will allow;
 - (vii) employing managing agents for carrying out and provision of the Services;
 - (viii) administering and managing the Reserved Property and general supervision thereof including Directors and Officers Insurance Public Liability Insurance and Employer Liability Insurance and any other insurance from time to time deemed appropriate by the Lessor;
 - (ix) cleaning, maintaining, decorating, repairing, improving, reconstructing, replacing and remedying the Reserved Property and remedying any inherent defect, including but not exclusively the brickwork, the balconies, their floor coverings, the balustrades, the caretaker's building and facilities and all roofs of the Reserved Property;
 - (x) providing heating to the internal ground floor areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more flats during such periods of the year as the Lessor reasonably considers appropriate and cleaning, maintaining, repairing, improving, reconstructing and replacing the heating machinery and equipment and remedying any inherent defect;

- (xi) lighting the areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats to include also the underground garages forming part of the Estate and as are normally lighted or should be lighted and cleaning, maintaining, repairing, improving, reconstructing and replacing lighting machinery and equipment and remedying any inherent defect;
- (xii) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in both the internal and external areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xiii) cleaning, maintaining, repairing, improving, reconstructing and replacing the lifts and the lift shafts including roof housing lifts and lift machinery and equipment on the Reserved Property and remedying any inherent defects;
- (xiv) cleaning, maintaining, repairing, improving, reconstructing and replacing the communal water supply system and equipment on the Reserved Property and remedying any inherent defects;
- (xv) cleaning, maintaining, repairing, improving, reconstructing, operating and replacing security machinery and equipment (including closed circuit television), fire prevention evacuation and fighting machinery and equipment and fire alarms on the Reserved Property and remedying any inherent defects;
- (xvi) cleaning, maintaining, repairing, improving, reconstructing and replacing refuse bins on the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xvii) cleaning and maintaining the glass of the buildings forming part of the Reserved Property used in common by the Owners and occupiers of any two or more of the Flats;
- (xviii) cleaning, maintaining, repairing, improving, reconstructing and replacing signage for the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xix) maintaining and carrying out any other works to the garden and any landscaped and grassed areas of the Reserved Property;
- (xx) cleaning, maintaining, repairing, improving, reconstructing and replacing the floor coverings in the internal areas of the Reserved Property;
- (xxi) cleaning, maintaining, repairing, improving, reconstructing and replacing the swimming pool and related buildings machinery and equipment on the Reserved Property and remedying any inherent defects and providing services relating to the swimming pool including the supply of electricity;
- (xxii) cleaning, maintaining, repairing, improving, reconstructing and replacing the car parking areas at or below ground level including all their vehicular and pedestrian accesses and egresses on the Reserved Property and remedying any inherent defects;
- (xxiii) The cost of periodic insurance valuations of the Estate;
- (xxiv) any other service or amenity that the Lessor may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the Owners and occupiers of the Estate.”

Variations to the Lease for flats 6, 12 and 45.

Replacement of existing clauses

1.1 Paragraph 7 of the Seventh Schedule of the Lease shall be deleted and replaced by the following:

"The Lessor shall provide the Services as follows:

- (i) the supply and removal of electricity, water, sewage and other utilities to and from the Estate;
- (ii) providing maintaining and replacing where necessary such television, internet and other media supplies to the Estate as the Lessor reasonably considers necessary;
- (iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Reserved Property);
- (iv) complying with all laws including local, environmental and conservation regulations relating to the Reserved Property, their use and any works carried out at them, and relating to any materials kept at or disposed of from the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (v) complying with all rights, covenants and restrictions that may from time to time affect the Estate;
- (vi) taking any steps (including proceedings) that the Lessor considers necessary to prevent or remove any encroachment over the Reserved Property or to prevent the acquisition of any right over the Reserved Property (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Reserved Property (or the Building as a whole) as local regulations will allow;
- (vii) employing managing agents for carrying out and provision of the Services;
- (viii) administering and managing the Reserved Property and general supervision thereof including Directors and Officers Insurance Public Liability Insurance and Employer Liability Insurance and any other insurance from time to time deemed appropriate by the Lessor;
- (ix) cleaning, maintaining, decorating, repairing, improving, reconstructing, replacing and remedying the Reserved Property and remedying any inherent defect, including but not exclusively the brickwork, the balconies, their floor coverings, the balustrades, the caretaker's building and facilities and all roofs of the Reserved Property;
- (x) providing heating to the internal ground floor areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more flats during such periods of the year as the Lessor reasonably considers appropriate and cleaning, maintaining, repairing, improving, reconstructing and replacing the heating machinery and equipment and remedying any inherent defect;

- (xi) lighting the areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats to include also the underground garages forming part of the Estate and as are normally lighted or should be lighted and cleaning, maintaining, repairing, improving, reconstructing and replacing lighting machinery and equipment and remedying any inherent defect;
- (xii) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in both the internal and external areas of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xiii) cleaning, maintaining, repairing, improving, reconstructing and replacing the lifts and the lift shafts including roof housing lifts and lift machinery and equipment on the Reserved Property and remedying any inherent defects;
- (xiv) cleaning, maintaining, repairing, improving, reconstructing and replacing the communal water supply system and equipment on the Reserved Property and remedying any inherent defects;
- (xv) cleaning, maintaining, repairing, improving, reconstructing, operating and replacing security machinery and equipment (including closed circuit television), fire prevention evacuation and fighting machinery and equipment and fire alarms on the Reserved Property and remedying any inherent defects;
- (xvi) cleaning, maintaining, repairing, improving, reconstructing and replacing refuse bins on the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xvii) cleaning and maintaining the glass of the buildings forming part of the Reserved Property used in common by the Owners and occupiers of any two or more of the Flats;
- (xviii) cleaning, maintaining, repairing, improving, reconstructing and replacing signage for the parts of the Reserved Property which are used in common by the Owners and occupiers of any two or more of the Flats;
- (xix) maintaining and carrying out any other works to the garden and any landscaped and grassed areas of the Reserved Property;
- (xx) cleaning, maintaining, repairing, improving, reconstructing and replacing the floor coverings in the internal areas of the Reserved Property;
- (xxi) cleaning, maintaining, repairing, improving, reconstructing and replacing the swimming pool and related buildings machinery and equipment on the Reserved Property and remedying any inherent defects and providing services relating to the swimming pool including the supply of electricity;
- (xxii) cleaning, maintaining, repairing, improving, reconstructing and replacing the car parking areas at or below ground level including all their vehicular and pedestrian accesses and egresses on the Reserved Property and remedying any inherent defects;
- (xxiii) The cost of periodic insurance valuations of the Estate;
- (xxiv) any other service or amenity that the Lessor may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the Owners and occupiers of the Estate.”

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 to the First-tier Tribunal at the Regional office which has been dealing with the case.
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.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.