



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

**Case Reference** : **MAN/00BY/LVT/2019/0008**

**Property** : **115 Roby Road, Bowring Park, Liverpool, L14  
3NU**

**Applicant** : **Roby Road Management Company Limited**

**Respondents** : **Andrew Joseph Abrahams**

**Type of  
Application** : **Variation of lease, section 35 Landlord and  
Tenant Act 1987**

**Tribunal Members** : **A M Davies, LLB  
S D Latham, MRICS**

**Date of Decision** : **6 August 2020**

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**DECISION**

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## **DECISION**

The lease dated 21 December 2007 made between (1) Bowring Developments Limited (2) the Applicant and (3) the Respondent is varied by substitution of the figure 5.56% for the figure 5.25% at each of the Third Part and the Fourth Part of the Tenth Schedule to the lease.

## **REASONS**

1. The Applicant is named as a party to 18 leases of flats at 115 Roby Road, Liverpool (the Property) including the Respondent's lease of Flat 9 Bowring Court dated 21 December 2007 ("the Lease"). All 18 leases of flats in the Property are in similar terms.
2. Clause 6.3 of the Lease and the Fifth Schedule provide that the Applicant has responsibility for managing the Property. Clause 1 of the Lease and the Seventh Schedule obliges each leaseholder to contribute the "Service Charge Proportion" and "the Insurance Rent Proportion" to the management costs incurred by the Applicant, with the clear intention that the Applicant's costs should be reimbursed in full by the leaseholders.
3. The Tenth Schedule to the Lease currently provides that the Service Charge Proportion and the Insurance Rent Proportion payable by the Respondent is 5.26%, and this figure also appeared in the other 17 leases.
4. The Applicant, having realised that application of these proportions would leave an annual shortfall in the recovery of management costs, obtained the consent of all leaseholders save the Respondent to vary the leases by substituting 5.56% as the appropriate proportion. The Applicant has not been able to make contact with the Respondent to establish whether or not he also consents to the variation.
5. As  $5.56\% \times 18$  equals 100.08% the Tribunal confirms that 5.56% is the correct figure to appear at the Third and Fourth Parts of the Tenth Schedule to each lease, including that of the Respondent.
6. Section 35(1) and (4)(c) of the Landlord and Tenant Act 1987 enables a party to a lease to apply to the Tribunal to rectify a lease which fails to provide for service charge contributions totalling 100% of management expenditure. The order for variation of the Respondent's lease is made accordingly.

**Judge A M Davies**  
**6 August 2020**