FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BG/LSC/2020/0261**
HMCTS code (paper, video, audio)		**V: CVPREMOTE**
Property	**:**	**Link House, 193-197 Bow Road, London E3 2TD**
Applicant	**:**	**Link House Bow Limited**
Representative	**:**	**Ms N Muir of Counsel**
Respondents	**:**	**The leaseholders of the Property**
Representative	**:**	**Miss V Sweeney of Dallas & Richardson Solicitors representing Mrs D Islam (joint leaseholder of Flat 23) but the other Respondents not represented**
Type of applications	**:**	**(1) Variation of leases (2) Service charge determination and (3) Dispensation application**
Tribunal members	**:**	**Judge P Korn** **Mr S Mason FRICS**
Date of hearing	**:**	**18th January 2021**
Date of decision	**:**	**2nd February 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was V: CVPREMOTE. A face-to-face hearing was not held because it was not practicable and no-one requested the same, and all issues could be determined in a remote hearing. The documents to which we were referred were in electronic document bundles, the contents of which we have noted. The tribunal's decisions are set out in paragraph 52 below.

Background

1. The Applicant seeks an order varying each of the Respondents' leases pursuant to section 35 of the Landlord and Tenant Act 1987 ("**the 1987 Act**").

2. The Applicant has also applied for a determination under section 27A of the Landlord and Tenant Act 198 ("**the 1985 Act**") that the estimated service charge for 2020 is payable.

3. The Applicant has also applied pursuant to section 20ZA of the 1985 Act for dispensation from full compliance with the statutory consultation requirements in respect of certain asbestos removal works.

4. The Property comprises 29 flats in two separate but linked blocks. The Applicant is the freehold owner of the Property and the Respondents between them are the leasehold owners of the individual flats within the Property. Copies of each lease are contained in the hearing bundles, with the exception of the lease for Flat 1 which cannot be found.

Applicant's case on lease variation

5. The Applicant states that all of the leases are similar but that the definitions of "Common Parts" and "Service Charge" are not uniform. In addition, the various service charge proportions do not add up to 100%. Under clause 3 and paragraph 31 of the Fourth Schedule of each lease, each leaseholder has covenanted to pay an "Interim Charge" and the Service Charge in the manner prescribed by the Seventh Schedule of the lease. However, there are five variant forms of lease and the definitions differ over the five variants. Precise details of the variations have been provided.

6. "The Building" in each of the leases is defined as Link House, 193-197 Bow Road and is shown for identification purposes on a plan attached to the relevant lease. The plan is the same in each case. The definition of Common Parts in Variations 2 and 4 expressly refers to the lifts and disabled lift. The definition of Common Parts in Variations 1 and 3 do not expressly refer to the lifts but the Applicant submits that the lifts are nevertheless included because Variation 1 includes the common parts in the Building and Variation 3 includes *"the communal areas or common parts in the Building and the entrance halls, landings, staircases and*

corridors in the Building leading to the Premises but not within the individual flats". Notwithstanding the liability in Variation 3 to pay a proportion of the "External Common Parts" costs and the "Internal Common Parts" costs there is no definition of either in the Variation 3 leases.

7. The Applicant proposes that a single definition of "Common Parts" and "Service Charge" be used in all the leases and that Paragraph 5.2 of the Seventh Schedule of each lease be deleted. It submits that if the other variations are granted this deletion should be uncontroversial.

8. As regards the service charge proportions, each lease sets out the proportion which the relevant leaseholder is required to contribute to each category of expenditure in the 'Particulars' at the front of the lease, and the Applicant has provided a full table showing the percentages for all 29 leases. All of the leases provide for a "Building Proportion" of 3.45%. Assuming that the lease of Flat 1 (which cannot be found) contains the same proportion, the total adds up to an aggregate of 100.05%. However, the position in relation to the Common Parts is less satisfactory as in relation to the External Common Parts the total adds up to an aggregate of 190.13% and in relation to the Internal Common Parts the total adds up to an aggregate of 240.13%.

9. As regards the car park, this is located in the centre of the development and is overlooked by all of the flats. It forms part of the Common Parts and all leaseholders have a right to use it for access to or egress from their flat under the Second Schedule. Only 4 flats have a parking space demised and each of those is required to pay 20% of the cost of upkeep. This leaves a shortfall of 20%. None of the leaseholders who pays towards the upkeep of the car park is required to pay a percentage of the costs relating to the External Common Parts, which suggests that there is an overlap between the two concepts. Works to the Car Park were carried out in 2017 and in practice each of the leaseholders contributed 1/29th of the cost.

10. The Applicant applies for a variation of the leases pursuant to section 35 (2)(e) and (f) of the 1987 Act, which it states provide as follows:-

> (2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely: …
>
> (e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf for the benefit of the other party or of a number of persons who include that other party;
> (f) the computation of service charge payable under the lease; …
>
> (4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if:

(a) it provides for any such charge to be a proportion of expenditure incurred or to be incurred by or on behalf of the landlord or a superior landlord; and
(b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of any such expenditure; and
(c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraph (a) and (b) would either exceed or be less than the whole of any such expenditure….".

11. The Applicant submits that section 35(2)(e) above is fulfilled because the leases do not allow for the full recovery of the cost of maintaining the car park. Section 35(2)(f) is fulfilled because the service charge percentages add up to more than 100%. The Applicant adds that the tribunal has a discretion as to whether to make the variation order and, if so, on what terms.

12. In practice, since about 2012 the managing agents have charged all leaseholders 1/29th of all of the expenditure irrespective of the expenditure type. The Applicant therefore seeks a variation which reflects what has been the practice for many years.

13. The Applicant also asks the tribunal to make the order with retrospective effect with effect from 2012, as the leaseholders have been paying a simple 1/29th share since that date without objection. The Applicant relies in this regard on *Brickfield Properties Ltd v Botten [2013] UKUT 0133 (LC)*. If the order is not made retrospective the Applicant risks being faced with an application under section 27A of the 1985 Act challenging the payability of sums already paid.

14. At the hearing, in response to a question from the tribunal, Ms Muir for the Applicant explained that although nearly all of the leaseholders are now in agreement with the proposed variation the Applicant has applied under section 35 (rather than section 37) of the 1987 Act as it was not clear to the Applicant at the time of making the application how many leaseholders would be seeking to oppose it.

15. Ms Muir noted at the hearing that there were five variant forms of lease (only four having been identified in the original written submissions) and she listed each lease clarifying which variant form it was. As regards the question of whether opting for a simple 1/29th share for each flat was less appropriate than for example taking the size of each flat into account, she said that it was clear from the way in which the leases had been drafted that the draughtsman had not intended size of flat to be the basis for calculating the service charge percentages.

16. Ms Muir conceded that in theory the car park could be separated out from the remainder of the service charge, but none of the leaseholders had raised this point and it was felt to be preferable to have a system which was simple.

Respondents' case on lease variation

17. In written submissions Mrs Islam had originally raised some objections to the basis of the proposed variations and to the request for them to be given retrospective effect, and she had also raised a point about compensation. However, at the hearing Miss Sweeney said on behalf of Mrs Islam that she was no longer objecting to the proposed variations or to the request for them to have retrospective effect, and she was also no longer seeking compensation.

18. Ms Niakamal, the leaseholder of Flat 12, has made some comments by email but has not provided a statement which complies with the tribunal's directions. Her email was sent on 11th January 2021, which was well after the deadline for responses and was only a week before the hearing. Some of her comments comprise general complaints about poor management and are therefore not relevant to the application for variation of the leases, but she does make a point about the percentages payable by each leaseholder. In her email she notes that there are two separate blocks, and she contends that there are certain services which do not benefit her block and therefore that the leaseholders in her block should only pay for one-third of the services.

19. At the hearing, Ms Niakamal clarified her position by saying that residents of her block did not have direct access to the garage or the bicycle rack and nor did they have access to the lift. She also made a comment about the difficulty of receiving deliveries and about problems with vehicles such as ambulances reaching her block. She also suggested that as some flats had more occupiers they should pay more for services.

20. None of the other 27 leaseholders opposes the application for variation of the leases.

Follow-up comments at hearing

21. In relation to Ms Niakamal's objections, Ms Muir commented that these objections were too vague and had been raised too late for it to be possible for the Applicant to address them meaningfully, although in the Applicant's view all leaseholders had access to all facilities. In any event, Ms Niakamal – who was not objecting to the principle of a variation of the leases – had not offered any alternative wording for the variation.

22. The Applicant did accept that the lift was not situated within Ms Niakamal's section of the Property, but everyone else (including those leaseholders in Ms Niakamal's section of the Property) was happy with the proposed variation. In any event, the lift maintenance costs had generally been only about £35 per flat per year and – in the Applicant's submission – the lift formed part of the definition of Common Parts in Ms Niakamal's lease and therefore it was always intended that her flat would contribute towards lift costs.

23. Ms Niakamal disagreed that lift maintenance costs were as low as the Applicant was suggesting and she did not agree that she could access the lift.

Applicant's case on estimated service charge for 2020

24. The Applicant has provided a copy of the proposed budget. The budget includes in particular the following sums for major works: £43,000 for asbestos works, £10,000 for fire alarm works, £25,000 for major repairs and £40,000 for roof works, and the Applicant has provided details of the proposed works and the reasons for them. The Applicant submits that all of the sums in the budget are reasonable, and the Applicant notes that none of the 29 leaseholders has objected to the budget.

25. In its statement of case the Applicant sets out the relevant lease provisions.

26. The Applicant's statement of case describes the application as being made under section 27(A)(3) of the 1985 Act. However, at the hearing Ms Muir accepted that the application was in fact being made under section 27(A)(1) in conjunction with section 19(2) of the 1985 Act.

Respondents' position on estimated service charge for 2020

27. Miss Sweeney said that Mrs Islam had no objections to the budget and Ms Niakamal said that she too had no objections to the budget. None of the other Respondents has expressed any objections to the budget.

Applicant's case on dispensation

28. The sum of £16,659.60 has been spent on asbestos works to an area of the basement. No consultation was carried out although two quotes were obtained and the cheaper contractor was chosen. The works were considered urgent because there were cracks to the flooring of Flat 3 and it was necessary to investigate what was causing these cracks without delay. In the Applicant's submission the leaseholders have suffered no prejudice as a result of the lack of consultation.

Respondents' case on dispensation

29. Miss Sweeney said that Mrs Islam was not challenging the application for dispensation and Ms Niakamal said that she too was not challenging it. None of the other Respondents has challenged the application for dispensation.

Analysis of the tribunal

Lease variation

30. The relevant parts of section 35 of the 1987 Act read as follows:-

(1) Any party to a long lease of a flat may make an application to the appropriate tribunal for an order varying the lease in such manner as is specified in the application.

(2) The grounds on which any such application may be made are that the lease fails to make satisfactory provision with respect to one or more of the following matters, namely – …

(e) the recovery by one party to the lease from another party to it of expenditure incurred or to be incurred by him, or on his behalf, for the benefit of that other party or of a number of persons who include that other party;

(f) the computation of a service charge payable under the lease; …

(4) For the purposes of subsection (2)(f) a lease fails to make satisfactory provision with respect to the computation of a service charge payable under it if:

(a) it provides for any such charge to be a proportion of expenditure incurred or to be incurred by or on behalf of the landlord or a superior landlord; and

(b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of any such expenditure; and

(c) the aggregate of the amounts that would, in any particular case, be payable by reference to the proportions referred to in paragraph (a) and (b) would either exceed or be less than the whole of any such expenditure….

31. The relevant parts of section 38 of the 1987 Act read as follows:-

(1) If, on an application under section 35, the grounds on which the application was made are established to the satisfaction of the tribunal, the tribunal may (subject to subsection (6) and (7)) make an order varying the lease specified in the application in such manner as is specified in the order.

(4) The variation specified in an order under subsection (1) … may be either the variation specified in the … application … or such other variation as the tribunal thinks fit.

(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 the variation would be likely 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.

(10) Where a tribunal makes an order under this section varying a lease the tribunal may, if it thinks fit, make an order providing for any party to the lease to pay, to any other party to the lease or to any other person, compensation in respect of any loss or disadvantage that the tribunal considers he is likely to suffer as a result of the variation.

32. Having considered the written and oral evidence we are satisfied that the leases do not make satisfactory provision with respect to the computation of the service charge. It is arguable that the leases also do not make satisfactory provision with respect to the recovery by the landlord of expenditure from each of the tenants because of the possible problem with recovery of car park expenditure, but the main issue in our view is the computation of the service charge itself.

33. In particular, the aggregate of the amounts for which the leaseholders are liable in respect of the External Common Parts and the Internal Common Parts exceeds the whole of the relevant expenditure, whilst the aggregate of the amounts for which the relevant leaseholders are stated to be liable in respect of the car park is less than the whole of the relevant expenditure, although the issue of car park expenditure recovery is complicated by a problem with possible overlapping definitions. The problems with definitions are that there is an inconsistency as between the various definitions of Common Parts, Internal Common Parts and External Common Parts as well as a lack of clarity as regards the relationship between the Car Park and the External Common Parts (or the remainder of the External Common Parts if and to the extent that the Car Park was intended by the original draughtsman to form part of the External Common Parts).

34. In recognition of the various problems, the Applicant has in practice – and with the active or tacit consent of all leaseholders – been charging each of the 29 leaseholders a 1/29th share of the whole of the service charge since 2012.

35. Although Mrs Islam had originally raised certain objections, at the hearing, these objections were withdrawn by her solicitor, Miss Sweeney, who confirmed that Mrs Islam no longer had any objections to the proposed variations nor to their being made retrospective. This meant that 28 out of 29 leaseholders were now fully in agreement with the Applicant's proposed variations or, at the very least, were not opposing the proposed variations nor opposing the request that they be made retrospective. The one leaseholder still opposing the proposed variations was Ms Niakamal, the leaseholder of Flat 12.

36. As noted above, Ms Niakamal did not raise her objections in compliance with the tribunal's directions. Whilst some leeway needs to be given to an unrepresented leaseholder, we are not persuaded that Ms Niakamal

had a good reason for failing to comply with directions. Furthermore, her written submissions were not merely very late but they were also mostly irrelevant to the variation issue or any other issue before us. In addition, her submissions did not constitute a rejection of the **principle** of variation, and to the limited extent that they were relevant to the variation issue they did not contain a clear and reasoned alternative to the variation proposed by the Applicant.

37. In recognition of the fact that she was not represented, the tribunal allowed Ms Niakamal an opportunity to explain her position at the hearing. In essence, it transpired that her key concern on the issue of service charge percentages was that – in her view – her section of the Property received fewer services than the other section of the Property. In particular, she felt that residents in her section of the Property had less or even no access to the lift, garage and bicycle rack and that there were problems with deliveries and access for emergency vehicles.

38. Part of the problem with Ms Niakamal's position, which is entirely focused on the proposition that her section of the Property receives fewer or poorer quality services, is that none of the other leaseholders within her section of the Property seems to agree with her.

39. Secondly, there is nothing about the way in which the original draughtsman drafted the leases which indicates any intention to distinguish between the two sections of the Property in the manner suggested by Ms Niakamal. In relation to the lift for example, it could have been agreed from the start of the scheme (or, if later, from the date on which the lift was installed) that – in recognition of the location of the lift – leaseholders in the two sections would pay different contributions towards lift maintenance, but the leases do not make this distinction.

40. As part of its submissions the Applicant referred us to the decision of the Upper Tribunal in *Morgan v Fletcher (2009) UKUT 186* in which the Upper Tribunal construed section 35(4) of the 1987 Act as if the word "if" were to read "only if" and said that the power given to a tribunal by reference to section 35(2)(f) of the 1987 Act was limited to correcting the specific defect of the aggregate of the service charge percentages adding up either to less than 100% or to more than 100%. Whilst it might be argued that in a case where the service charge percentages **are** less than or more than 100% (and therefore it is necessary to vary the leases anyway) the tribunal has some discretion as to **how** to do this, but we agree with the Applicant's basic point that a tribunal in such circumstances should avoid, where possible, interfering with the contractual bargain originally struck when the leases were originally drafted. Applying this point to our case, we consider that it is not appropriate to introduce a wholly new approach to the apportionment of lift costs in circumstances where there is no evidence to indicate that the original approach failed to reflect the intention of the original parties.

41. Thirdly, Ms Niakamal has provided no corroborative evidence to support her submissions, including her assertion that she should only pay one-

third of the service charge payable by leaseholders in the other section of the Property. Fourthly, she has offered no alternative wording for the variations nor even enough information to enable the tribunal to work out what detailed alternative she is proposing.

42. The Applicant's proposal is simple, has the support (active or tacit) of 28 out of 29 leaseholders and reflects the informal basis of charging since 2012. It solves the problem of recoverability being either less than or more than 100%. We are also satisfied, on the basis of the evidence before us, that it is a fair solution. Again, 28 out of 29 leaseholders are happy with it and the one leaseholder with objections has failed to persuade us that her objections are sustainable.

43. As the proposed variations reflect the informal basis of charging since 2012 it is appropriate for them to be applied retrospectively since 2012 so as to avoid confusion and argument, especially again as 28 out of 29 leaseholders are in agreement and the one leaseholder with objections has not persuaded us that to do so would cause her any prejudice.

44. The one practical problem is with the leases of Flat 1 and Flat 8. Whilst in principle it is desirable for all of the leases to be varied so that the service charge provisions are uniform across all the leases, we cannot make a detailed order varying the leases of Flats 1 and 8 as the Applicant has been unable to locate a copy of the lease of Flat 1 and has been unable to locate a full copy of the lease of Flat 8. Therefore, it cannot be known – especially given that there are several variant forms of lease – how each of these specific leases should be varied. However, whilst we cannot agree detailed drafting, what we can say is that – based on the evidence before us including the active or tacit agreement of the leaseholders of Flats 1 and 8 – those leases should provide for each leaseholder to pay 1/29th of the total service charge for the Property, with no distinction being made between different categories of service charge.

Estimated service charge for 2020

45. Under section 27(A)(1) of the 1985 Act *"An application can be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to … (c) the amount which is payable …"*.

46. Under section 19(2) of the 1985 Act *"Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable …"*.

47. The Applicant has provided information on the budget, focusing in particular on the major items. It was open to all of the Respondents to raise questions on any aspect of the budget but none of the Respondents has challenged it. Having noted the Applicant's submissions on the budget and on the lease provisions and having considered the budget itself, we are satisfied that in the absence of any challenge the budgeted amount is fully payable by way of estimated service charge.

48. As section 19(2) of the 1985 Act goes on to state that *"… after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise"*, it will be open to the leaseholders to challenge the actual service charge for 2020 once known if they wish to do so.

Dispensation

49. Under section 20ZA(1) of the 1985 Act, *"Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works … the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements"*.

50. The uncontested evidence before us is that there was some cracking in the floor of Flat 3 and it was necessary to investigate what was causing these cracks without delay. Investigations led to a certain area of the basement, and before carrying out any other works (investigative or otherwise) to this area it was necessary to safely remove the asbestos. The Applicant's managing agents obtained two quotes but felt that the situation was too urgent to warrant going through a formal consultation process.

51. None of the leaseholders has challenged this application, and nor is there any evidence or claim that any prejudice has been suffered by any of the leaseholders as a result of the lack of consultation. In the absence of any challenge we are satisfied that there was a good reason not to consult, that it is reasonable to dispense with the consultation requirements in this case retrospectively and that the dispensation can be unconditional because there is no evidence of leaseholders being prejudiced.

Decisions of the tribunal on the substantive issues

52. Accordingly, the tribunal determines as follows:-

    (i) Pursuant to section 38(1) of the 1987 Act, the tribunal makes an order varying each of the leases, with the exception of the leases of Flat 1 and Flat 8, in the manner set out in the Appendix to this determination. Those variations are made retrospectively as from the date in 2012 from which the Applicant first started to charge all leaseholders 1/29th of the service charge. Specifically in relation to the leases of Flat 1 and Flat 8, the observations contained in paragraph 44 above should be noted.

    (ii) Pursuant to section 27(A)(1)(c) of the 1985 Act, the budgeted service charge for 2020 is fully payable by the Respondents by way of estimated service charge.

    (iii) Pursuant to section 20ZA of the 1985 Act, the tribunal unconditionally dispenses with the statutory consultation

requirements in respect of the asbestos works which are the subject of this application.

Costs

53. Miss Sweeney indicated at the hearing that Mrs Islam might wish to apply for an order under section 20C of the 1985 Act that the Applicant's costs incurred in these proceedings cannot be added to the service charge. Ms Niakamal indicated that she might wish to join in with such an application.

54. If Mrs Islam, Ms Niakamal or any of the other Respondents wish to make such an application they must do so by email to the tribunal, with a copy to the Applicant, **within 14 days** after the date of this decision. Any such application should be supported by reasons, and if more than one Respondent wishes to make such an application they should co-ordinate their written statements if possible. If any such applications are made then the Applicant may **within 28 days** after the date of this decision send a written response by email to the tribunal with a copy to those of the Respondents who have made such an application.

Name: Judge P Korn **Date:** 2nd February 2021

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix

1. The leases of Flats 2 and 5 to be varied as follows:-

(a) In the 'Particulars' delete the definitions of "The Building Proportion", "The Common Parts Proportion" and "The Car Park Proportion" and insert the following:

"The Service Charge Proportion 1/29th".

(b) In clause 1.8 the definition of "the Common Parts" to be amended to read as follows:-

"the Common Parts" means the footpaths communal areas refuse container areas or common parts and roadways and parking areas in the Building and the doorway entrance halls landings staircases lift disabled lift corridors in the Building leading to the Premises but not within the individual flats therein

(c) In paragraph 1.3 of the Seventh Schedule the definition of "The Service Charge" to be amended to read as follows:-

"The Service Charge" means the Service Charge Proportion of the Total Service Cost

(d) Paragraphs 5.2 and 9 of the Seventh Schedule to be deleted.

2. The leases of Flats 6, 7, 9, 14 – 17, 20, 22 – 24 and 26 – 30 to be varied as follows:-

(a) In the 'Particulars' delete the definitions of "The Building Proportion" and "The Common Parts Proportion" and insert the following:

"The Service Charge Proportion 1/29th".

(b) In clause 1.8 the definition of "the Common Parts" to be amended to read as follows:-

"the Common Parts" means the footpaths communal areas refuse container areas or common parts and roadways and parking areas in the Building and the doorway entrance halls landings staircases lift

disabled lift corridors in the Building leading to the Premises but not within the individual flats therein

(c) In paragraph 1.3 of the Seventh Schedule the definition of "The Service Charge" to be amended to read as follows:-

"The Service Charge" means the Service Charge Proportion of the Total Service Cost

(d) Paragraphs 5.2 and 9 of the Seventh Schedule to be deleted.

3. <u>The leases of Flats 10 – 12 and 18 – 19 to be varied as follows:-</u>

(a) In the 'Particulars' delete the definitions of "The Building Proportion", "The External Common Parts Proportion" and "The Internal Common Parts Proportion" and insert the following:

"The Service Charge Proportion 1/29th".

(b) In clause 1.8 the definition of "the Common Parts" to be amended to read as follows:-

"the Common Parts" means the footpaths communal areas refuse container areas or common parts and roadways and parking areas in the Building and the doorway entrance halls landings staircases lift disabled lift corridors in the Building leading to the Premises but not within the individual flats therein

(c) In paragraph 1.3 of the Seventh Schedule the definition of "The Service Charge" to be amended to read as follows:-

"The Service Charge" means the Service Charge Proportion of the Total Service Cost

(d) Paragraphs 5.2 and 9 of the Seventh Schedule to be deleted.

4. <u>The leases of Flats 21 and 25 to be varied as follows:-</u>

(a) In the 'Particulars' delete the definitions of "The Building Proportion", "The Common Parts Proportion" and "The Car Park Proportion" and insert the following:

"The Service Charge Proportion 1/29th".

(b) In clause 1.8 the definition of "the Common Parts" to be amended to read as follows:-

"the Common Parts" means the footpaths communal areas refuse container areas or common parts and roadways and parking areas in

the Building and the doorway entrance halls landings staircases lift disabled lift corridors in the Building leading to the Premises but not within the individual flats therein

(c) In paragraph 1.3 of the Seventh Schedule the definition of "The Service Charge" to be amended to read as follows:-

"The Service Charge" means the Service Charge Proportion of the Total Service Cost

(d) Paragraphs 5.2 and 9 of the Seventh Schedule to be deleted.

5. <u>The leases of Flats 3 and 4 to be varied as follows:-</u>

(a) In the 'Particulars' delete the definitions of "The Building Proportion" and "The Common Parts Proportion" and insert the following:

"The Service Charge Proportion 1/29th".

(b) In clause 1.8 the definition of "the Common Parts" to be amended to read as follows:-

"the Common Parts" means the footpaths communal areas refuse container areas or common parts and roadways and parking areas in the Building and the doorway entrance halls landings staircases lift disabled lift corridors in the Building leading to the Premises but not within the individual flats therein

(c) In paragraph 1.3 of the Seventh Schedule the definition of "The Service Charge" to be amended to read as follows:-

"The Service Charge" means the Service Charge Proportion of the Total Service Cost

(d) Paragraphs 5.2 and 9 of the Seventh Schedule to be deleted.

<u>NOTES FOR INFORMATION (not to be included in the variations)</u>

<u>Note 1:</u> ***Whilst the variations look identical as between certain categories of lease, the original definition of "Common Parts" differs between those categories.***

<u>Note 2:</u> ***In relation to Flats 1 and 8, see paragraph 44 of the determination.***

<u>Note 3:</u> ***There is no Flat 13.***