



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

Case reference : **CAM/00KF/LVL/2022/0005**

Property : **Flats 1-16 and 41-87
Priory Court, Southend on Sea
Essex SS2 6HL and SS2 6HF**

Applicant : **Priory Court (Southend) Residents
Company Limited**

Representative : **KDL Law**

Respondents : **1. The leaseholders named in the
schedule to the enclosed order
2. Westleigh Properties Limited**

Applications : **To vary leases - s.35 of the Landlord and
Tenant Act 1987**

Tribunal members : **Judge David Wyatt
Mrs S Redmond BSc Econ MRICS**

Date : **24 February 2023**

DECISION

Decision of the tribunal

1. The tribunal makes the order enclosed with this decision to, with effect from the date of the order, vary the relevant residential leases as set out in the order.
2. By **10 March 2023** the Applicant must send a copy of this decision with enclosures to the Respondents, by first class post and (where the Applicant has e-mail addresses for the Respondents) by e-mail.

Reasons for the decision

Parties and leases

1. The Applicant is the management company (the “*Manager*”) under 62 long leases of residential flats at 1-16 and 41-87 Priory Court in Southend. The first group of Respondents are the holders of those leases. All their leases were made between 1989 and 1994, for terms of 199 years from 25 March 1989.
2. The last Respondent is Westleigh Properties Limited, since 2001 the freeholder and landlord under the leases. The schedule of leases noted on the freehold title also refers to an unregistered lease for a term of 199 years less one day from 25 March 1989 of land other than the flats and parking spaces. It appears likely this is the “*Manager’s Lease*” of amenity lands and main structures, anticipated in recital E of the sample residential lease provided.
3. We were told that the residential leases were all in like terms. In the sample lease provided, of Flat 1 with parking space No. 1, the “*Service Charge*” is defined generally as the expenditure incurred by the Manager in providing the services for the lessees set out in the lease, but further defined in clause 3.9 which specifies the usual range of expenditure, including the costs of fulfilling the covenants in the Fourth Schedule, adding at clause 3.9.7: “*In the case only of the Penthouse Flats in the Building known as Block E the costs and expenses relating to the repair maintenance lighting cleaning use and insurance of the Lift to the intent and purpose that all costs relating to the Lift shall be divided equally between the owners of the Penthouse Flats and shall not form part of the Service Charge payable by any other lessee on the Estate.*” The definition of “*Lift*” confirms this is situated in Block E and serves only the penthouse flats.
4. Recital D notes that the object of the Applicant is to own control and carry out the management of the amenity lands and main structures: “*...it being the intention that the Service Charge be divided between all the lessees*”. The Manager covenants to perform the covenants in the Fourth Schedule, which conclude with a provision that it is: “*...hereby agreed and declared that the intention of the Manager and the Lessee in relation to the Service Charge provisions in this Schedule is that all costs and expenses and liabilities which are incurred by the Manager shall be the subject of reimbursement recoupment or indemnity by the Lessees of the Flats so that no residual liability for any such costs expenses or liabilities shall fall upon the Manager*”.
5. In clause 3.1, the lessee covenants to pay to the Manager: “*...the part of the Service Charge specified in the Fifth Schedule and where the Lessee is the Lessee of one of the Penthouse Flats in the Building known as Block E this covenant shall extend to include one half of the costs referred to in clause 3.9.7...*”. The parts specified in the Fifth Schedule are:

“*One Bedroomed Flat ... 0.9478%*
“*Two Bedroomed Flat ... 1.4218%*
“*Penthouse Flat ... 1.8974%*”

Applications

6. On 28 July 2022, the Applicant applied to the tribunal under section 35 of the Landlord and Tenant Act 1987 (the “Act”) to vary the relevant residential leases. Sections 35 and 38 of the Act are set out in the Annex to this decision. Section 38 sets out the tribunal’s powers in respect of orders on applications under section 35.
7. In their statement of case, the Applicant said that taking the leases together, the aggregate service charge percentage was 73%. They contended that as a result the leases failed to make satisfactory provision with respect to recovery of expenditure incurred for the benefit of the leaseholders and/or the computation of a service charge payable under the leases. They sought to vary the leases to increase the proportions as follows, initially seeking to back-date these for six years:
 - a. for one-bedroom flats, 1.2902%;
 - b. for two-bedroom flats, 1.9355%; and
 - c. for penthouse flats, 2.5829%.

Procedural history

8. On 24 October 2022, following payment of the requisite application fees, the file was referred to me and I gave case management directions. These noted the information provided and variations sought. They required the Applicant to investigate titles for the proposed six-year retrospective period, send copies of the directions and application documents to the Respondents and, with an explanatory letter, anyone who had held any of the leases during the preceding six years, current mortgagees and any other potentially interested persons. The directions provided for the Applicant to produce and send its case documents and any Respondent who wished to oppose or make representations about the application to send specified case documents in response to the Applicant by 16 December 2022.
9. The Applicant then applied to vary their case and the directions so that it no longer sought to back-date the proposed lease variations, because it had found that the costs of this would be disproportionate. On 24 November 2022, I gave further directions allowing those variations and requiring the Applicant to notify the Respondents, noting that if the tribunal decided to make variations they would take effect from the date of the order made by the tribunal or such other date as the tribunal decided.
10. The Applicant confirmed compliance with the relevant parts of the revised directions. A sample of the letters sent on 7 November 2022 to the leaseholder Respondents and the letter of 8 November 2022 to the freeholder Respondent were included in the bundle. The sample letter of 7 November 2022 to mortgagees explained the background and gave a specific warning that the application could adversely affect their interest, that they should take independent legal advice and that if they wished to be joined to make representations they must write to the tribunal and the Applicant by 2 December 2022. The Applicant also produced a copy of their letter of 6

December 2022 sending to the Respondents a copy of the letter from the tribunal with the details and joining instructions for the video hearing from 10am on 15 February 2023, with a reminder of the deadline of 16 December 2022.

11. The applications were unopposed. None of the Respondents produced any case documents in response to the applications to vary the leases, applied for compensation or made any other representations. There was no application from any other person to join the proceedings.
12. The hearing on 15 February 2023 was conducted remotely, by video. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The Applicant was represented by Mr Cameron Stocks of Counsel. Ms Joanne Busby, the regional manager of Warwick Estates, the managing agents for the Applicant, gave evidence. None of the Respondents attended the hearing. We were satisfied that reasonable steps had been taken to notify them of the hearing and that it was in the interests of justice to proceed with the hearing.

Priory Court

13. As shown in the development plan attached to the sample lease, Priory Court (previously Millfields) has five separate blocks (A to E) arranged around a road, with car parking and amenity areas. The subject leases are of all the residential flats in blocks A (Flats 1-16) and C to E (Flats 41-87). These total 33 one-bedroom flats, 27 two-bedroom flats and two penthouse flats (Nos. 86 and 87 in block E), as set out in the schedule to the enclosed order.
14. When we asked, Ms Busby explained at the hearing that block B is owned and managed by a housing association (L&Q). The Applicant is not party to any leases of any flats in block B (it may be there are no such leases). As Ms Busby said, it seems likely that it was originally expected that the Applicant would manage block B and the service charge proportions for the leases in block B would fill the gap in the current proportions, but that block was ultimately sold or transferred separately, whether to provide affordable housing as part of the development or otherwise.

Background

15. Ms Busby had explained in her statement that Warwick Estates had taken over as managing agent only in 2018, from agents who were already charging the higher proportions sought in these applications. Having taken legal advice, they discovered the lower service charge proportions specified in the leases and were advised to seek variation. She understood the Respondent leaseholders were aware they had been and were still being charged a higher proportion than was originally specified in the leases. She had produced copy minutes of the Applicant's annual general meeting on 1 October 2018 which note the issue and an agreement to continue charging the same higher proportions as the previous agent while adding to the budget for the next two to three years to fund legal costs of this application to the tribunal to vary the leases. Ms Busby said that as expected it had taken time to raise the requisite

funds and they had warned the leaseholders in advance that the applications would be made.

16. The service charge budget for the current year (to 31 March 2023) shows that to enable the separate service charge required under the leases the Applicant has been separating lift expenditure (for the two penthouse flats) from all other service charge expenditure. The total estimates in the budget for this year are £4,530 for costs relating to the lift and £98,888.33 for all other costs. This is rather higher than previous years, which range from about £3,823 (lift) and £48,918 (other) for the year to 31 March 2016 and about £2,464 (lift) and £60,498 (other) for the year to 31 March 2021. It appears, and Ms Busby confirmed at the hearing, that the difference relates to a substantial provision in the estimated charges to add to the reserve fund and/or fund planned works. When we asked, Ms Busby explained that the previous agents had not built up any real reserve fund. The Applicant had since collected contributions and arranged external repair and decoration work, collecting further contributions to fund planned fire safety and related works.

Satisfactory provision (s.35)

17. The grounds on which applications may be made under section 35 of the Act to vary a long lease of a flat are set out in s.35(2). They are that the lease fails to make “*satisfactory provision*” with respect to one or more of the matters specified in s.35(2). The matters relied on by the Applicant are those specified in s.35(2)(e) and/or (2)(f) (as to which s.35(4) and (8) are relevant).
18. In the absence of any dispute about this, we are satisfied that each lease fails to make satisfactory provision with respect to the matter specified in s.35(2)(f), which is the computation of a service charge payable under the lease. By s.35(8), “service charge” here has the meaning given by section 18(1) of the Landlord and Tenant Act 1985. We bear in mind the restrictive interpretation of s.35(4) in Morgan v Fletcher [2009] UKUT 186 (LC), but the conditions set out in that subsection are met and the provision made in the leases is not adequate to enable the services required under the leases to be provided. The specified service charge proportions total just over 73.46%. Particularly in view of the circumstances noted under the following section of this decision, the deficit of over 26% is too substantial. As noted above, it appears likely to be the result of a change which was not anticipated when the relevant leases were drafted.
19. Even if we are wrong about that, we are for the same reasons satisfied that each lease fails to make satisfactory provision with respect to the matter specified in s.35(2)(e). That is recovery by one party to the lease (the manager) from another party to it (the leaseholder) 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.

Whether to make an order

20. Under section 38, since we are satisfied that the Applicants have made out at least one of the grounds under s.35(2), we “*may*” make an order varying the

specified leases unless section 38(6) applies (section 38(7) is not relevant here). Section 38(6) provides that a tribunal shall not make an order effecting any variation of a lease if it appears to the tribunal that: (a) the variation “*would be likely substantially to prejudice any respondent ... or any person who is not a party to the application*” and that compensation would not be an adequate remedy; or (b) that: “*for any other reason it would not be reasonable in the circumstances for the variation to be effected.*” Section 38(10) gives power to provide for a party to pay compensation in respect of any loss or disadvantage the tribunal considers is likely to be suffered as a result of the variation.

21. We are satisfied that we should make the variation sought and should not make any order for compensation. The Applicant is a residents’ management company. We accept Ms Busby’s unchallenged evidence that all the relevant leaseholders are members of the Applicant, there are no members other than the relevant leaseholders and the only directors of the Applicant are leaseholders of relevant flats. She explained that whenever a lease is sold the seller’s share is transferred to the buyer as part of the sale. She confirmed that the Applicant has no assets of its own (apart potentially from the Manager’s Lease, which is unlikely to have any real value, and the service charge monies held on trust for the leaseholders). The Applicant does not manage and on the evidence produced cannot recover any costs of managing block B. If the service charge proportions do not allow the Applicant to recover the relevant expenditure in full, it will be unable to avoid insolvency or to provide the services needed for the benefit of all parties under the leases.
22. We noted that the “new” proportions are simply a 36% increase in each proportion specified in the leases, keeping their relative proportions the same. Allowing for the different flat types, this will bring the total up to 100% (with the fractions leaving a notional surplus which is unlikely to make any difference to the charges payable by each leaseholder). The separate lift charge for the penthouse flats is payable in addition and Ms Busby confirmed that the lift can only be used by the residents of the penthouse flats, who use a key to access the lift on the ground floor. The increased proportions of the service charge budget for the current year (with the substantial works/reserve fund contribution) would equate to about £1,300 for the one-bed flats, about £2,000 for the two-bed flats and about £5,300 (about £2,600 plus lift costs of about £2,800) for the penthouse flats. Ms Busby said one leaseholder had raised queries about the service charge earlier, but there had been no problem with collecting the service charges (at the increased proportions) from any leaseholder.
23. The increased proportions have been charged for several years, at least since 2018 and probably earlier. It is not clear how this was done, but it may have been a recalculation of the type which clause 12.5 of the lease seeks to provide for, subject to section 27A(6) of the Landlord and Tenant Act 1985. In any event, the leaseholders have been made aware that they have been charged higher percentages than those specified originally in their leases and at least those who attended the AGM in 2018 appear to have agreed. In any event, none of the leaseholders have opposed this application to vary their leases to specify such percentages.

24. There was no suggestion of prejudice to any person or any other reason why the variations should not be made. The potential issue of compensation was noted in the case management directions, but no leaseholder applied for compensation and no evidence was provided to show any financial loss or disadvantage. We do not consider that there is any such prejudice or other reason, or that there is any loss or disadvantage which should be compensated in the circumstances of this case.
25. As noted above, the Applicant changed its application so that it no-longer sought to back-date the proposed variations, but made it clear this decision was made simply to save legal costs, since charges had been paid at the increased rate already and there was no dispute from anyone about this. We do not intend our decision to preclude it from making a fresh application in future to seek a retrospective variation of a given lease or leases (if, for example, a dispute is raised about proportions charged before the date of our order and clause 12.5 of the lease is found not to have been sufficient to enable this; we make no comment or finding about any such matter).
26. There was no application for an order under section 20C of the Landlord and Tenant Act 1985.

Judge David Wyatt

24 February 2023

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).

ANNEX

Sections 35 & 38 of the Landlord and Tenant Act 1987

35.— Application by party to lease for variation of lease.

(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—

(a) the repair or maintenance of—

(i) the flat in question, or

(ii) the building containing the flat, or

(iii) any land or building which is let to the tenant under the lease or in respect of which rights are conferred on him under it;

(b) the insurance of the building containing the flat or of any such land or building as is mentioned in paragraph (a)(iii);

(c) the repair or maintenance of any installations (whether they are in the same building as the flat or not) which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation;

(d) the provision or maintenance of any services which are reasonably necessary to ensure that occupiers of the flat enjoy a reasonable standard of accommodation (whether they are services connected with any such installations or not, and whether they are services provided for the benefit of those occupiers or services provided for the benefit of the occupiers of a number of flats including that flat);

(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 ;

(g) such other matters as may be prescribed by regulations made by the Secretary of State.

(3) For the purposes of subsection (2)(c) and (d) the factors for determining, in relation to the occupiers of a flat, what is a reasonable standard of accommodation may include—

(a) factors relating to the safety and security of the flat and its occupiers and of any common parts of the building containing the flat; and

(b) other factors relating to the condition of any such common parts.

(3A) For the purposes of subsection (2)(e) the factors for determining, in relation to a service charge payable under a lease, whether the lease makes satisfactory provision include whether it makes provision for an amount to be payable (by way of interest or otherwise) in respect of a failure to pay the service charge by the due date.

(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 paragraphs (a) and (b) would either exceed or be less than the whole of any such expenditure.

(5) Procedure regulations under Schedule 12 to the Commonhold and Leasehold Reform Act 2002 and Tribunal Procedure Rules shall make provision—

(a) for requiring notice of any application under this Part to be served by the person making the application, and by any respondent to the application, on any person who the applicant, or (as the case may be) the respondent, knows or has reason to believe is likely to be affected by any variation specified in the application, and

(b) for enabling persons served with any such notice to be joined as parties to the proceedings.

(6) For the purposes of this Part a long lease shall not be regarded as a long lease of a flat if—

(a) the demised premises consist of or include three or more flats contained in the same building; or

(b) the lease constitutes a tenancy to which Part II of the Landlord and Tenant Act 1954 applies.

(8) In this section “service charge” has the meaning given by section 18(1) of the 1985 Act.

(9) For the purposes of this section and sections 36 to 39, “appropriate tribunal” means—

(a) if one or more of the long leases concerned relates to property in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and

(b) if one or more of the long leases concerned relates to property in Wales, a leasehold valuation tribunal.

38.— Orders varying leases.

(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 subsections (6) and (7)) make an order varying the lease specified in the application in such manner as is specified in the order.

(2) If—

(a) an application under section 36 was made in connection with that application, and

(b) 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 under section 36,

the tribunal may (subject to subsections (6) and (7)) also make an order varying each of those leases in such manner as is specified in the order.

(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 subsections (6) and (7)) make an order varying each of those leases in such manner as is specified in the order.

(4) The variation specified in an order under subsection (1) or (2) may be either the variation specified in the relevant application under section 35 or 36 or such other variation as the tribunal thinks fit.

(5) If the grounds referred to in subsection (2) or (3) (as the case may be) are established to the satisfaction of the tribunal with respect to some but not all of the leases specified in the application, the power to make an order under that subsection shall extend to those leases only.

(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.

(7) A tribunal shall not, on an application relating to the provision to be made by a lease with respect to insurance, make an order under this section effecting any variation of the lease—

- (a) which terminates any existing right of the landlord under its terms to nominate an insurer for insurance purposes; or
- (b) which requires the landlord to nominate a number of insurers from which the tenant would be entitled to select an insurer for those purposes; or
- (c) which, in a case where the lease requires the tenant to effect insurance with a specified insurer, requires the tenant to effect insurance otherwise than with another specified insurer.

(8) A tribunal may, instead of making an order varying a lease in such manner as is specified in the order, make an order directing the parties to the lease to vary it in such manner as is so specified; and accordingly any reference in this Part (however expressed) to an order which effects any variation of a lease or to any variation effected by an order shall include a reference to an order which directs the parties to a lease to effect a variation of it or (as the case may be) a reference to any variation effected in pursuance of such an order.

(9) A tribunal may by order direct that a memorandum of any variation of a lease effected by an order under this section shall be endorsed on such documents as are specified in the order.

(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.

**IN THE MATTER OF PART IV OF THE LANDLORD AND TENANT ACT
1987**

**IN THE MATTER OF FLATS 1-16 AND 41-87, PRIORY COURT,
SOUTHEND ON SEA, ESSEX**

BETWEEN:

PRIORY COURT (SOUTHEND) RESIDENTS COMPANY LIMITED

Applicant

- and -

- 1. THE LEASEHOLDERS NAMED IN THE SCHEDULE TO THIS ORDER**
- 2. WESTLEIGH PROPERTIES LIMITED**

Respondents

ORDER

UPON the applications and for the reasons described in the accompanying decision notice

IT IS ORDERED that with effect from the date of this order the Fifth Schedule to each of the leases described in the schedule to this order is varied by (under the words "*Proportions of the Service Charge*") deleting the proportions noted in the second column, and substituting the percentages specified in the third column, in the table below:

| Flat type | Original proportion | Varied proportion |
|--------------------|----------------------------|--------------------------|
| One Bedroomed Flat | 0.9478% | 1.2902% |
| Two Bedroomed Flat | 1.4218% | 1.9355% |
| Penthouse Flat | 1.8974% | 2.5829% |

The Applicant shall ensure that this order is registered at HM Land Registry in respect of each leasehold title (as described in the schedule to this order) and the freehold title (title number EX356577).

Judge David Wyatt

24 February 2023

SCHEDULE – RESPONDENT LEASEHOLDERS AND THEIR LEASES

| | Respondent leaseholders | Flat | Date of Lease | Title no. | Flat type |
|----|---|-----------------|----------------------|------------------|--------------------|
| 1 | Louis John Mooney | 1 Priory Court | 21/12/1990 | EX436125 | One Bedroomed Flat |
| 2 | Geoffrey Norman Rock and Annette Mary Rock | 2 Priory Court | 19/10/1990 | EX432349 | One Bedroomed Flat |
| 3 | Clive Lucas | 3 Priory Court | 24/08/1990 | EX430836 | One Bedroomed Flat |
| 4 | Topway Properties Limited | 4 Priory Court | 31/01/1991 | EX437271 | Two Bedroomed Flat |
| 5 | Michael Douglas Mower and Pascaline Genevieve Frame | 5 Priory Court | 28/03/1991 | EX441169 | Two Bedroomed Flat |
| 6 | Brett Michael Kelly | 6 Priory Court | 31/05/1990 | EX425698 | Two Bedroomed Flat |
| 7 | Gary Keith Young | 7 Priory Court | 04/09/1991 | EX449287 | Two Bedroomed Flat |
| 8 | Julie Yvonne Warren | 8 Priory Court | 24/07/1990 | EX427886 | Two Bedroomed Flat |
| 9 | Lucasz Piotr Zalewski | 9 Priory Court | 31/07/1990 | EX429211 | Two Bedroomed Flat |
| 10 | Barry Child and Christine Alicia Child | 10 Priory Court | 07/12/1990 | EX435530 | One Bedroomed Flat |
| 11 | Claire Helen Harris | 11 Priory Court | 23/11/1990 | EX435202 | One Bedroomed Flat |
| 12 | Simon William Jakeman | 12 Priory Court | 13/11/1990 | EX455080 | One Bedroomed Flat |
| 13 | Maureen Investments Limited Company | 14 Priory Court | 30/11/1990 | EX435935 | One Bedroomed Flat |
| 14 | Margaret Anne | 15 Priory | 30/10/1990 | EX436224 | One Bedroomed |

| | Luck | Court | | | Flat |
|----|--|-----------------|------------|----------|--------------------|
| 15 | Jeffrey Cannon | 16 Priory Court | 15/01/1990 | EX420115 | One Bedroomed Flat |
| 16 | Stephen Bellingham | 41 Priory Court | 02/11/1990 | EX434121 | One Bedroomed Flat |
| 17 | Peter Edward Zammit and Mrs S E Zammit | 42 Priory Court | 29/06/1990 | EX431945 | One Bedroomed Flat |
| 18 | AEA Properties Limited | 43 Priory Court | 18/12/1989 | EX421709 | One Bedroomed Flat |
| 19 | Claire Frances Stammers and Sarah Ann Farren | 44 Priory Court | 19/03/1991 | EX440327 | Two Bedroomed Flat |
| 20 | Teresa Barbara Gooch | 45 Priory Court | 10/08/1990 | EX430791 | Two Bedroomed Flat |
| 21 | Shumona Douce | 46 Priory Court | 31/12/1990 | EX448631 | Two Bedroomed Flat |
| 22 | Izjadin Feta | 47 Priory Court | 17/08/1990 | EX430904 | One Bedroomed Flat |
| 23 | Ian James Bennett | 48 Priory Court | 02/03/1990 | EX422526 | One Bedroomed Flat |
| 24 | David Howard Phillips and Helen Rosamund Wright | 49 Priory Court | 31/10/1990 | EX433192 | One Bedroomed Flat |
| 25 | Sandra Mary Knott | 50 Priory Court | 12/06/1990 | EX434343 | One Bedroomed Flat |
| 26 | Mohammed Abdulla Pasha, Sofi Robinson and Ian Marshall Robinson | 51 Priory Court | 01/12/1989 | EX417876 | One Bedroomed Flat |
| 27 | Peter Edward Zammit, Suzanne Elizabeth Zammit, Joseph Edward Conan Peter Zammit and Robert Jacques Randle Peter Zammit | 52 Priory Court | 27/02/1990 | EX500489 | One Bedroomed Flat |

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|----|---|-----------------|------------|----------|--------------------|
| 28 | Local Space Limited | 53 Priory Court | 14/03/1991 | EX442059 | Two Bedroomed Flat |
| 29 | Barry Child and Christine Alicia Child | 54 Priory Court | 13/07/1990 | EX427795 | Two Bedroomed Flat |
| 30 | Tyrone Paul Edward Duncan Buckingham | 55 Priory Court | 12/06/1990 | EX427136 | Two Bedroomed Flat |
| 31 | Clifford Mark Vincent | 56 Priory Court | 19/09/1990 | EX440965 | One Bedroomed Flat |
| 32 | Issaq Nayib Mannan and Abby Tanzila Mannan | 57 Priory Court | 29/06/1990 | EX428220 | One Bedroomed Flat |
| 33 | Keith Hampshire and Glynis Kathleen Hampshire | 58 Priory Court | 19/06/1989 | EX411344 | One Bedroomed Flat |
| 34 | Gurwinder Singh and Nancy Nyokabi Jordan | 59 Priory Court | 02/08/1991 | EX447980 | Two Bedroomed Flat |
| 35 | Westleigh Properties Limited | 60 Priory Court | 21/12/1990 | EX436129 | Two Bedroomed Flat |
| 36 | Steven Robert Flowers and Ms S E Thomas | 61 Priory Court | 08/09/1989 | EX425899 | Two Bedroomed Flat |
| 37 | Paul Andrew Robbins | 62 Priory Court | 29/10/1993 | EX508808 | Two Bedroomed Flat |
| 38 | Thomas Jordan O'Malley | 63 Priory Court | 17/05/1991 | EX446506 | Two Bedroomed Flat |
| 39 | Stephen Matthew Knock | 64 Priory Court | 09/09/1991 | EX452928 | Two Bedroomed Flat |
| 40 | Darren Mark Brown | 65 Priory Court | 24/07/1989 | EX412720 | One Bedroomed Flat |
| 41 | John Robin Bunkall | 66 Priory Court | 16/03/1990 | EX425315 | One Bedroomed Flat |
| 42 | Kay Hayes | 67 Priory Court | 02/06/1989 | EX407988 | One Bedroomed Flat |

| | | | | | |
|----|--|-----------------|------------|----------|--------------------|
| 43 | Robert Jacques Randle Peter Zammit, Peter Edward Zammit and Joseph Edward Peter Zammit | 68 Priory Court | 18/06/1990 | EX427957 | One Bedroomed Flat |
| 44 | Peter Mitchell Franklin and Daphne Victoria Franklin | 69 Priory Court | 18/08/1989 | EX412512 | One Bedroomed Flat |
| 45 | David Terrence Brown | 70 Priory Court | 26/05/1989 | EX410073 | One Bedroomed Flat |
| 46 | Shpejtim Gashi | 71 Priory Court | 14/06/1991 | EX445821 | Two Bedroomed Flat |
| 47 | Roger Paul-Henri Bailly and Mary Kathleen Bailly | 72 Priory Court | 10/05/1991 | EX444664 | Two Bedroomed Flat |
| 48 | Mark Allen Godfrey | 73 Priory Court | 29/01/1990 | EX419333 | Two Bedroomed Flat |
| 49 | Vanessa McLean | 74 Priory Court | 14/06/1991 | EX445649 | Two Bedroomed Flat |
| 50 | Ricky James Ainsworth | 75 Priory Court | 08/07/1991 | EX457037 | Two Bedroomed Flat |
| 51 | Michael Raymond Jackson | 76 Priory Court | 09/08/1991 | EX447978 | Two Bedroomed Flat |
| 52 | Thomas Marc Payne | 77 Priory Court | 28/06/1991 | EX445480 | Two Bedroomed Flat |
| 53 | Bashkim Hyseni | 78 Priory Court | 12/11/1993 | EX506408 | Two Bedroomed Flat |
| 54 | Maureen Investments Limited | 79 Priory Court | 18/10/1991 | EX452101 | Two Bedroomed Flat |
| 55 | Sarah Ann Stammers and Claire Francis Stammers | 80 Priory Court | 21/12/1990 | EX444654 | One Bedroomed Flat |
| 56 | Claire Helen Harris | 81 Priory Court | 31/10/1990 | EX433201 | One Bedroomed Flat |

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| 57 | Ruth Margaret Clark | 82 Priory Court | 24/10/1990 | EX433825 | One Bedroomed Flat |
| 58 | Topway Properties Limited | 83 Priory Court | 16/11/1990 | EX435421 | One Bedroomed Flat |
| 59 | Peter Michael Eric Riley | 84 Priory Court | 29/06/1990 | EX427377 | One Bedroomed Flat |
| 60 | Shyam Pralhad Kelavkar | 85 Priory Court | 30/11/1990 | EX434233 | One Bedroomed Flat |
| 61 | Moreland Investments Limited | 86 Priory Court | 09/05/1994 | EX511698 | Penthouse Flat |
| 62 | Moreland Investments Limited | 87 Priory Court | 09/05/1994 | EX512848 | Penthouse Flat |