



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

Case Reference : **MAN/00DA/LVT/2021/0001**

Property : **Langtons Wharf, 46-52 (even) The Calls
LS2 7EF**

Applicants : **See Annex B**

Represented by : **Bury & Walker LLP**

Respondent : **See Annex C**

Type of Application : **Landlord & tenant Act 1987 Section 37**

Tribunal Members : : **Mr P Barber; Mr A Hossain FRICS**

Date of Decision : **21 March 2023**

DECISION AND REASONS

DECISION

1. The Tribunal orders that the leases listed in Annex A column 1 hereto, held by the leaseholders listed in Annex A column 2 hereto are varied in accordance with the Order attached to this Decision and Reasons.
2. In every case, the Land Registry shall be notified of this Order by the Applicant. Pursuant to section 38(9) of the Landlord and Tenant Act 1987, the Chief Land Registrar shall make such entries on the registers of the titles affected for the

purpose of recording and giving effect to the terms of this Order so that the variations are recorded in the registered leasehold titles of each of the underleases.


REASONS

3. This is an application under section 37 of the Landlord and Tenant Act 1987 to vary several clauses in 67 leases to 67 flats in three separate buildings in the development known as Langtons Wharf, 46 – 52 (even) the Calls, Leeds LS2 7EY (“the property”).
4. The Application is made by the landlord and freehold owner of the property and is supported by 52 leaseholders (originally 51 but at the hearing we were told that one of the respondents (Sarah Teshome) actually supports the application). That represents 78% of the tenants at the property. The list of Applicants (not including Mrs Teshome) is attached as Annex B to this Decision and Reasons.

Compliance with Section 37 of the Landlord and Tenant Act 1987

5. Notice of the application has been served on the leaseholders and any interested parties, including the mortgagees listed in the “Schedule of Lenders” attached to the statement of case as Annex I and the Tribunal has received no objections from any of the respondents or interested parties.
6. The Tribunal is accordingly satisfied of the following requirements under section 37 of the 1987 Act namely:
 - a. All the leases sought to be varied are long leases of flats in the property and of which the landlord is the same person.
 - b. The object to be achieved by the variation application cannot be satisfactorily achieved unless all the leases are varied to the same effect.
 - c. At least 75% of the effected leases consent to the application.
7. The Tribunal is also satisfied under section 38 of the 1987 Act as to the following factors:
 - a. No respondent to the application nor any other interested party is likely to be substantially prejudiced by any variation sought; and
 - b. there is no other reason which it would not be reasonable in the circumstances for the variation to be effected.
8. There is no claim for, and it appears to the Tribunal that there is no loss or disadvantage that any person is likely to suffer as a result of the variation and accordingly the Tribunal considers that there is no requirement to pay compensation to any person pursuant to section 38(10) of the 1987 Act.
9. Within 21 days of this decision the Applicant shall file stamped addressed envelopes addressed to each leaseholder, (all 67), to enable the Tribunal to serve a copy of this Decision and Reasons on the leaseholders (as required following the Upper Tribunal decision in *Hyslop v 38/41 CHG Residents Co Ltd* [2017] UKUT 0398 (LC)).

10. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on a point of law only. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013) stating the grounds upon which it is intended to rely in the appeal.

Signed..... Phillip Barber
Judge of the First-tier Tribunal

Date: 21 March 2023

IN THE FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Langtons Wharf, 46-52 (even numbers)

The Calls, Leeds, LS2 7EF

Section 37 – Landlord & Tenant Act 1987 Application

ORDER

IT IS ORDERED THAT PURSUANT TO S37 LTA 1987 THE LEASES SPECIFIED IN THE SCHEDULE TO THIS ORDER SHALL BE VARIED AS FOLLOWS:

1. Clause 6(a) of the Lease shall be deleted and replaced by the following clause:

“That if the rent and Maintenance Expenses hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Management Company at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained PROVIDED THAT the Lessor shall not exercise the Lessor’s right of re-entry under this sub-clause without first giving no less than twenty-eight days written notice of the Lessor’s intention so to do to any subsisting mortgagees of the Demised Premises (whose interest has been notified to the Lessor in writing prior to the breach) specifying the nature of the breach”

2. Clause 7 of the Lease shall be deleted and replaced by the following clause:

“THE Lessor and the Lessee HEREBY APPLY to the Registrar for the entry on the Register of the following restriction on the title to the Demised Premises:

No transfer or assignment of the registered estate is to be registered without a written certificate signed by the proprietor for the time being of the estate registered under title number WYK447376 or their conveyancer that the provisions of clause 19 in Part 2 of The Eighth Schedule of the Lease have been complied with or do not apply to the disposition.”

3. The Second Schedule of the Lease shall be deleted and replaced by the following clause:

“FIRST the Accessways SECONDLY the Parking Spaces THIRDLY any landscaped and planted areas comprised in the Development FOURTHLY refuse collection areas FIFTHLY the entrance halls passages landings staircases and other parts of the Buildings which are used in common by the owners or occupiers of any two or more of the flats and the glass in the windows of such common parts SIXTHLY the lifts lift shafts and all ancillary machinery and apparatus for operating the same SEVENTHLY the structural parts of the Buildings including but not by way of limitation the roofs gutters rainwater pipes foundations cellars floors all walls bounding individual flats therein including window frames French door frames and all external parts of the Buildings and Balconies and all Service Installations not used solely for the purpose of any individual flat but not including the glass in the windows or French doors (which shall be the Lessee’s responsibility) of the individual flats the interior joinery plasterwork tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed of the flats and Service Installations which exclusively serve individual flats or the exterior doors (from the corridor) of the flats except the external surface of them.”

4. Paragraph 2 of The Fifth Schedule shall be deleted and replaced by the following paragraph:

“Such rights of access to and entry upon the Demised Premises by the Lessor and its lessees and tenants are as necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance improvement or inspection of other parts of the Development and for any other purpose mentioned in or connected with this Lease, the rights under this Schedule or the Lessor’s interest in the Development or any neighbouring land.”

5. A new paragraph 5 shall be added to The Fifth Schedule:

“The right to re-route and replace any Service Installations in or on or over those parts of the Development not include in the Demised Premises”

6. (a) A new paragraph 11 of The Sixth Schedule shall be added:

“Cleaning as necessary of the external faces of the windows of the Demised Premises and Properties.”

(b) Paragraph 7 of the Sixth Schedule Part “A” shall be deleted and replaced by the following paragraph:

“Cleaning as necessary the internal faces of the windows in the common parts of the Maintained Property.”

7. Paragraph 9 of The Sixth Schedule Part “B” shall be deleted and replaced by the following paragraph:

“Employing a qualified accountant for the purpose of preparing and certifying the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates.”

8. A new paragraph 17 shall be added to The Sixth Schedule Part “ B”:

“Services provided by the Management Company covered by the Maintenance Expenses including (but not limited to) the costs of dealing with any claim in the First-Tier Tribunal or Upper Tribunal (or any successor Court or Tribunal), the costs of obtaining insurance valuations and paying Insurance Premium Tax.”

9. Paragraph 2 of The Seventh Schedule shall be deleted and replaced by the following paragraph:

“If any cost is omitted from the calculation of the Maintenance Expenses in any year, the Management Company shall be entitled to include it in the estimate and certificate of the Maintenance Expenses in any following year. Otherwise, and except in the case of manifest error, the certification of the accountant referred to in paragraph 9 of Part “B” of the Sixth Schedule hereto shall (subject as hereinafter mentioned) be binding on the Management Company and Lessee.”

10. Paragraph 3 of The Eighth Schedule shall be deleted and replaced by the following paragraph:

“To pay on demand the costs and expenses of the Lessor (including any solicitors’, surveyors’ or other professionals’ fees, costs and expenses and any VAT on them) assessed on a full indemnity basis (both during or after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the any of the Lessee’ s Covenants;
- (b) preparing and serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) preparing and serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) preparing and serving any notice under this Lease; or
- (e) to inspect the state of repair and condition of the Demised Premises and/or to ascertain whether any notice has been completed with.”

11. It is further ordered that Yukari Heron shall be substituted as respondent for Ruwema Afroze Khan in relation to the lease of flat 36 Langtons Wharf.

Annex B - Applicants

Applicant	Capacity
Langtons Wharf Freehold Company	Landlord
Jack Paul Chambers	Tenant
Graham Davy	Tenant
James Patrick Newhall Tynan	Tenant
Gemma Teresa Rothenburg	Tenant
Antonia Mary Catherine Browne	Tenant
Sadie Scaife	Tenant
Hilary James Benn and Sally Christina Clark Benn	Tenant
Timespan Properties Ltd	Tenant
Eric Sui Ming Luk and Irene Kwai King Luk	Tenant
Robert John Martin	Tenant
Robert Geraldn Priestner and Pauline Ann Priestner	Tenant
David Medcalf and Valerie Medcalf	Tenant
Andrew Scott McLeod & Sian Rees Davies	Tenant
Terence William Joseph Neal	Tenant
Paul Middleton	Tenant
Kuthiala Bindu and Dr Chand Karan Madan	Tenant
Joseph Michael Downey and Paul Michael Williams	Tenant
Vikram Handa and Winati Bala Handa	Tenant
Michael Hunter Smith and Lornette Adeline Smith	Tenant
Andrea Maria West	Tenant
Neil Pickup	Tenant
Audrey Pickup	Tenant
Christopher James Baird	Tenant
Andrew David and Alexandra Jenny Louise Bell	Tenant
Jonathan Richard Kerr	Tenant
Mountwest Investments Ltd	Tenant
Vaughan Trevor James Philips	Tenant
Alexander William Matthewson	Tenant
Robert Anthony D'Arcy	Tenant
Colin Longden	Tenant
Simone Jane Brotherton- Ratcliffe	Tenant
Rachel Williams	Tenant
Susan Jane Briggs	Tenant
Russell Adrian Naglis and Micha Hatfield	Tenant
Joanna Catherine Wing	Tenant
Mohammed Hanif and Sughra Begum	Tenant
Carol Anthony Beckford	Tenant
Karl Christian Hall	Tenant
Robert Ian Noble	Tenant
Candida Mary Valerie Winteler	Tenant
Karl Gunner Magnus Hultman	Tenant
David Stephen Wood	Tenant
Nicole Cohen and Darren Cohen	Tenant
Raymond Garry and Judith Ariadne Garry	Tenant
Sally Olivia Alice Creedon	Tenant
Stephen White	Tenant

Jody Nicole Bradford and Nicholas Yvon Steinbach	Tenant
Beverley Jane Moriarty and Paul Stephen Moriarty	Tenant
Simon Edward Powers	Tenant
Lydia Ruth Gomersall	Tenant
Mark Alexander Arthur	Tenant

Annex C- List of respondent tenants

- 1) Masood Malik
- 2) Christina Furze
- 3) Sarah Teshome
- 4) Simon Neil Langton
- 5) Sarah Helen Craig
- 6) Daniel Hawkyard
- 7) Oliver Main
- 8) Neil Anthony Thomas and Maureen Gilroy-Thomas
- 9) Yasar Mohammed Awais and Nadia Awais
- 10) Paul Hunter Smith
- 11) R A Khan
- 12) David Campbell Parker and Suzanne Jane
- 13) Nigel Royston Edwards