



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

Case reference : **CHI/00HB/LVL/2024/0005/EMG**

Property : **Various at Wallcroft, Westmorland and
Durdham Court, Durdham Park,
Bristol, BS6 6XQ**

Applicants : **Durdhamside Management Company
Limited**

Representative : **Edward Blakeney Counsel instructed by
Brethertons LLP solicitors**

Respondents : **The Leaseholders as per the attached
schedule**

Representative : **None**

Type of application : **Application for an Order under section
37 of the Landlord and Tenant Act 1987
("the 1987 Act")**

Tribunal members : **Mr Charles Norman FRICS
Valuer Chairman
Mr Colin Davies FRICS
Ms T Wong**

Date of Hearing : **13 March 2025**

Venue : **Havant Civil Justice Hearing via video
conferencing**

Date of decision : **27 June 2025**

DECISION

Decision

- (1) The Tribunal directs that the leases be varied in accordance with the Order appended.**

Reasons

Background

1. The applicants seek an Order under section 37 of the Landlord and Tenant Act 1987 to vary 83 long leases. The variation sought is to remove the obligation on the respondent to provide a resident caretaker and substitute an obligation to provide a caretaker who may or may not be resident.
2. The development comprises three structurally detached blocks of known as Wallcroft, Westmorland House and Durdham Court. The applicant holds a headlease from the freeholder Chalcombe Investments Ltd. The applicant employs a managing agent Hillcrest to carry out its obligations under the leases.
3. The Tribunal received a hearing bundle of 227 pages. At the hearing, which was via video conferencing, the applicant was represented by Mr Edward Blakeney of Counsel, who provided a helpful skeleton argument. Mr Blakeney had also drafted the statement of case and draft order.

The applicant's case

4. The relevant clauses under the leases oblige the applicant to provide a resident caretaker. The caretaker occupied a two-bedroom detached bungalow with private garden which was leased from Charlcombe and located on the development. This is known as "the Lodge". The applicant is then obliged to pay for rates and charges associated with the Lodge and the cost of its maintenance. The leaseholders of the development are then in turn required to pay for those costs under the terms of their leases.
5. In future years, the cost to be incurred in relation to the lodge will increase substantially. The removal of the requirement for a resident caretaker and the substituted obligation to provide an estate manager and out of hours cover will save the leaseholders a great deal of cost over time, without impacting the provision of services currently provided.
6. The leases are materially in the same terms. By clause 2, the lessee covenants with the lessor to observe and perform the obligations set out in Schedule C. At clause 3 the lessor covenants with the lessee to observe and perform the obligations set out in Schedule D. At Schedule D paragraph 1 the lessor covenants to pay rates and other outgoings payable in respect of the reserved property. At paragraph 4, the lessor covenants to keep all buildings in the

property in good and tenantable repair and condition, and at Paragraph 10 to provide a resident porter from the date of practical completion...and the provision of all outgoings (including general and water rate heating and lighting of the porters residence on the property). By paragraph 13 of Schedule D the lessor is required to provide a residence to the porter on the property and is entitled to charge as part of the expenses in carrying out its obligations the sum of £500 per annum for the first 14 years of the term and thereafter in accordance with the provisions in Schedule E. Schedule E provides for assessment of an annual charge for the porter's residence.

7. The applicant sought the following variations: the phrase "resident porter" be deleted from paragraph 10 (ii) of schedule D and replaced with "porter, caretaker or estate manager (whose working hours may be determined by the lessor, acting reasonably, and who shall not be required to be resident at the property, but for the avoidance of doubt emergency cover must be available at all times)". Paragraph 13 of schedule D be deleted in its entirety. Schedule E be deleted in its entirety. The applicant also sought retrospectivity of the application to 13 April 2024 being the date when the caretaker's employment and occupancy of the Lodge was terminated and the date from which new management arrangements have been in place. It was submitted that otherwise the lessor may be in breach of its covenants from that date.
8. The applicant submitted that the voting requirements on the applicant imposed by section 37(5)(b) of the 1987 Act had been met. 78.57% of the votes supported the application and no one voted against. The object of the application could not be satisfactorily achieved without the variation of all the leases on development. No prejudice would be suffered by any leaseholder, but rather a benefit received.
9. Mr Blakeney relied on *Shellpoint Trustees v Barnett* [2021] UKUT 375 (LC), which sets out the general principals to be applied to applications under section 37. In relation to the application for retrospectivity of the variation, he relied on *Brickfield Properties Limited v Botten* [2013] UKUT 133 (LC).

Witnesses

10. Mr Blakeney called Professor Donald Mottram to give evidence, who had given a witness statement verified by a statement of truth. Prof Mottram is a director of the applicant having been appointed in November 2015. He is also the registered co-owner of Flat 14 Wallcroft. He and his wife have owned the property since 2006. He is Emeritus Professor of Food Chemistry in the University of Reading. The substance of his evidence was that the applicant and majority of leaseholders had become concerned that the provision of a resident porter represented poor value for money. The porter was provided with rent-free accommodation in a two bedroom detached bungalow with private garden. Chalcombe owned the freehold of the Lodge and let it to the applicant which pays a rent determined in accordance with Schedule E of the leases. This in turn is recovered from the leaseholders as a service charge. The rent currently payable equates to £10,800 per annum. At the end of 2024 a new higher rent

based on current rental estimates will need to be negotiated and agreed with the freeholder. The expected rent will be £19,200 per annum. The applicant is also responsible for repairs and maintenance of the Lodge. Four years previously the applicant spent £57,500 re-roofing the Lodge.

11. There have also been specific problems with the last caretaker. He is employed by Hillcrest on behalf of the applicant which is not in a position to directly employ staff. The previous caretaker only worked limited hours and did not provide an out of hours service which had to be provided for separately. The applicant received complaints from lessees about his performance. On 12 April 2024 the applicant and the caretaker entered a severance agreement by which his employment was terminated. The ability to employ a firm to provide estate Management with full holiday and sickness cover will provide a greater degree of flexibility than permanent employment of a resident caretaker. The cost would be lower. The applicant had identified suitable estate managers to act as a replacement.
12. On 13 December 2023 the applicant wrote to all leaseholders to ask them to vote in respect of the proposed lease variation. 64 agreed to the variation together with the applicant. The freeholder, [who is outside the voting regime], has also however agreed to the proposal. No one will be adversely affected by the proposal.
13. Ms Sophie Sutton was also called having given two witness statements verified by statements of truth. Ms Sutton is a paralegal employed by Brethertons LLP, solicitors for the applicant. Her evidence was given in compliance with directions given on 17 January 2025. Firstly, Ms Sutton confirmed compliance with alternative service directions. Secondly, Ms Sutton confirmed that office copy entries for the respondents dated 20 May 2024 had been checked against voting slips. Only two changes were noted and further voting slips obtained in those circumstances. On 17 January 2025 an updated list of respondents was obtained from Hillcrest the managing agents. A copy of the application was sent to all persons on that list. No objections had been received.

The Statutory Provisions

14. Relevant legislation is appended in the legal annex.

The Variation Sought

15. The applicants submitted a draft Order which annexed the proposed variation. At the hearing the Tribunal requested that this be modified to expressly include the retrospectivity issue, and an amended draft Order was provided.

The respondent's cases

16. No respondents objected to the application.

Discussion

17. The Tribunal found both witnesses to be credible and accepts their evidence. The Tribunal has not placed weight on the alleged difficulties with the last caretaker because that is an employment rather than a property issue but have relied on the financial analysis provided by Prof. Mottram. The Tribunal is satisfied that the grounds for making the order have been made out, that the voting evidence meets the threshold, and that it should exercise its discretion in favour of the application. It is unnecessary to refer to *Shellpoint Trustees v Barnett*.
18. The Tribunal also accepts Mr Blakeney's submission as confirmed in *Brickfield Properties* that it is empowered to make the order retrospective and should do so on the facts of this case. It does not consider that the fact that *Brickfield* concerned an application under section 35 as opposed to section 37 of the Act undermines that, as both are provisions are concerned with lease variations.
19. The Tribunal therefore makes the Order in the form attached.

27 June 2025

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).

Schedule of Respondents

Respondent	Current Owners (where different from Respondent)	Flat Address
Durdham Court		
Roger Blessitt		Flat 1 Durdham Court, Durdham Park (BS6 6XQ)
Harikrishnan Harikumaran Pillai and Vani Devi Krishnan Unny	Mr Edoardo Ghini & Miss Elinor Rachel Burch	Flat 2, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Roger Blessitt		Flat 3 Durdham Court, Durdham Park and Garage 26
Juno James		Flat 4, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Rachel Helen Owen		Flat 5, Durdham Court, Durdham Park and Garage 27
Qingxia Li		Flat 6 Durdham Court, Durdham Park and Garage 22
Maria Carmen Rodriguez- Latorre and Julio Cesar Guijarro-Jimenez		Flat 7, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Philip James Sharples		Flat 8, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Theofrastos Koulouris and Anna Maria Fouskari		Flat 9, Durdham Court, Durdham Park, Bristol and garage 21 (BS6 6XQ)

Rachel Reynolds	The Estate of Rachel Reynolds Deceased	Flat 10, Durdham Court, Durdham Park, Bristol and car space (BS6 6XQ)
Nicholas Edmund Bromilow		Flat 11, Durdham Court, Durdham Park, Bristol BS6 6XQ
Sarah Marcella Walker		Flat 12, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Manal Al-Nuaim		Flat 13, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Lulu Al-Nuaim		Flat 14 Durdham Court, Durdham Park and Garage, (BS6 6XQ)
Dorette Cynthia Morgan		Flat 15, Durdham Court, Durdham Park, Bristol (BS6 6XQ))
John Kenneth Lewis		Flat 16, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Sarah Marion Gatfield		Flat 17, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Eric Carradine and Mary Irene Carradine		Flat 18 Durdham Court, Durdham Park and Car Space, (BS6 6XQ)
Su Feng Lee		Flat 19, Durdham Court, Durdham Park, Bristol and garage (BS6 6XQ)
Trevor Graham Cooper and Ms Ching-Hei Yeung		Flat 20 Durdham Court, Durdham Park and Car Space (BS6 6XQ)
Dr Lamya Saleh Alnaim and Najia'a Alnaim		Flat 21 Durdham Court, Durdham Park and Car Space (BS6 6XQ)
Dr Lamya Saleh Alnaim and Najia'a Alnaim		Flat 22 Durdham Court, Durdham Park, Bristol (BS6 6XQ)

Peggy Kwai Yin Chan and Karen Kwai Yung Chan		Flat 23, Durdham Court, Durdham Park, Bristol and car parking space (BS6 6XQ)
Peggy Kwai Yin Chan and Karen Kwai Yung Chan		Flat 24, Durdham Court, Durdham Park, Bristol and car parking space (BS6 6XQ)
Elizabeth Jane Cursiter		Flat 25, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Jonathan Mark Cullum		Flat 26, Durdham Court, Durdham Park, Bristol (BS6 6XQ)
Westmorland House		
Niall David Strawson		Flat 1, Westmorland House, Durdham Park, Bristol, (BS6 6XH) and car space 40
Stephen Bonner and Gillian Margaret Nineham		Flat 2, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Gregory William Blom		Flat 3, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Carole Mary Whalley		Flat 4, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Dominique Sidney Cosh		Flat 5, Westmorland House, Durdham Park
Anthony Arthur Clement Almeida and Isabelle Maria Lila Almeida		Flat 6, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
David Terence McCarthy and Virginia Maxine McCarthy		Flat 7, Westmorland House and Garage, Durdham Park, (BS6 6LT)
Charlotte Natalie Dunford		Flat 8, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Philip Tennant Smith and Mary Margaret Smith		Flat 9, Westmorland House, Durdham Park, and garage (BS6 6XH)

Mark Andrew Smith and Julie Marie Furey		Flat 10 Westmorland House, Durdham Park, Bristol and Parking Space
Paul Davi Gareth Blake and Nico Blake		Flat 11, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Martin Paul Gautrey and Helene Shantel Margaret Gautrey		Flat 12, Westmorland House, Durdham Park, Bristol (BS6 6XH)
James Charles Briggs		Flat 13, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Christopher John Hartland Bromhead		Flat 14 Westmorland House, Durdham Park and car space 32
Jan Patek Phillips and Sophie Elizabeth Savage		Flat 15, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Jeremy Livitt		Flat 16, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Monirah Abdullah Almubarak, Mohammed Abdullah Abdulaziz Abalkhail, Fahad Abdullah Abdulaziz Abalkhail and Abdullah Abdulaziz Abalkhail		Flat 17, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Matteo Fasiolo and Valentina Noacco		Flat 18, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Suzanne Marie Claire Hooks		Flat 19, Westmorland House, Durdham Park, (BS6 6XH)
Zhou Dai and Yue Song		Flat 20 Westmorland House and Car Space 35, Durdham Park
Anne Pang		Flat 21, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Nancy Robina Waller		Flat 22 Westmorland House, Durdham Park, (BS6 6XH)

James Christopher Barber		Flat 23, Westmorland House, Durdham Park, Bristol and garage 70 (BS6 6XH)
Teresa Asiain Escobar and Gorka Diaz Berango		Flat 24 Westmorland House, Durdham Park, (BS6 6XH)
June Rose Foley and David Rhys Emanuel and Nigel Robert Puddicombe		Flat 25, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Mrs Foley Messrs Puddicombe and Emmanuel		Flat 26, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Kun Chi Kwok		Flat 27, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Stephen John O'Donnell		Flat 28, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Roger John Parton		Flat 29, Westmorland House, Durdham Park, (BS6 6XH)
Arthur Dennis Keefe		Flat 30, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Jeffrey Frank Bishop and Patricia Anne Bishop		Flat 31, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Fiona Campbell Mackenzie		Flat 32 and garage 80 Westmorland House, Durdham Park, (BS6 6XH)
Caroline Anne Williams and Richard Williams		Flat 33, Westmorland House, Durdham Park, Bristol and Garage 54 (BS6 6XH)
John Joseph Doheny		Flat 34, Westmorland House, Durdham Park, Bristol (BS6 6XH)
Abdullah Abdulaziz Abalkhail, Monirah Abdullah Abdulrahman Mubarak, Munther Abdullah Abdulaziz Abalkhail and Abdulaziz		Flat 35, Westmorland House, Durdham Park (BS6 6XH)

Abdullah Abdulaziz Abalkhail		
Mr B Geoghegan Hart		Flat 36, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)
Mr Roger Harold Hockey & Mrs Jane Kathleen Hockey		Flat 37 (Penthouse 1), Westmorland House, Durdham Park, Bristol and Car Spaces 43 and 44 (BS6 6XH)
Mr P J and Mrs A C Coleman		Flat 38 Westmorland House, Durdham Park, and garage spaces 41 and 42 (BS6 6XH)
Wallcroft		
Derek Bond and Audrey June Bond		Flat 1, Wallcroft, Durdham Park, Bristol (BS6 6XJ)
Alexandra Gabrielle Martin and Tristan Alexander Martin Robbins		Flat 2, Wallcroft, Durdham Park, Bristol (BS6 6XJ)
Melanie Joan Brendon Gubbin		Flat 3, Wallcroft, Durdham Park and garage 100
Lyn Deas		Flat 4, Wallcroft, Durdham Park and car bays 92 and 93, (BS6 6XJ)
Caroline Jane Miles		Flat 5 Wallcroft, Durdham Park (BS6 6XJ)
Thomas Owen Moore		Flat 6, Wallcroft, Durdham Park, Bristol and garage (BS6 6XJ)
John Roger Saxon and Catroina Morrison Saxon		Flat 7, Wallcroft, Durdham Park, Bristol (BS6 6XJ)
Zhiping Du		Second Floor Flat and Garage 8 Wallcroft, Durdham Park, Bristol
Anthony John Trotter		Flat 9, Wallcroft, Durdham Park, Bristol (BS6 6XJ)

Maria Isabel Noad		Flat 10, Wallcroft, Durdham Park, Bristol (BS6 6XJ)
Alan John Plomer and Elizabeth Talbot Plomer		11 Wallcroft, Durdham Park and Garage (BS6 6XJ)
Shu Tie Zhao		Flat 12, Wallcroft, Durdham Park and Car Space, (BS6 6XJ)
Anthony Keith Checkley and Jennifer Elizabeth Checkley		Flat 13, Wallcroft, Durdham Park, Bristol (BS6 6XJ)
Donald Stewart Mottram and Angela Jane Mottram		Flat 14 Wallcroft, Durdham Park and garages 88 and 89, Bristol (BS6 6XJ)
Geraint Lloyd Jones		15 Wallcroft, Durdham Park,(BS6 6XJ) and Garage 79
Marilyn Irene Massingham		Flat 16, Wallcroft, Durdham Park, Bristol and garages (BS6 6XJ)
Donald Albert Egginton		Flat 17, Wallcroft, Durdham Park, Bristol and Car Bays 87 and 88 (BS6 6XJ)
Roger John Workman and Sallie Elizabeth Workman		Flat 18, Wallcroft, Durdham Park and Garage 53, Wallcroft, Durdham Park
Hazel Rosemary Counsell		Flat 19, Wallcroft, Durdham Park

FIRST TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

IN THE MATTER OF

Wallcroft, Westmorland House and Durdham Court, Durdham Park, Bristol BS6 6XH

BETWEEN:

DURDHAMSIDE MANAGEMENT COMPANY LIMITED

Applicant

And

**VARIOUS LEASEHOLDERS OF FLATS AT WALLCROFT, WESTMORLAND HOUSE AND
DURDHAM PARK**

Respondents

ORDER

UPON DETERMINING THAT the object to be achieved (namely, the removal of the obligation on the part of the Applicant to provide a resident porter) cannot be satisfactorily achieved unless all of the leases are varied to the same effect

AND UPON NOTING THAT the variations sought by the Applicant and set out in the Second Schedule hereto are 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.

Pursuant to Section 38(3) of the Landlord and Tenant Act 1987 **IT IS HEREBY ORDERED** that the Leases are varied in the terms set out in the Second Schedule hereto.

IT IS FURTHER ORDERED that the aforementioned variations shall have effect from 13 April 2024

AND IT IS FURTHER ORDERED that subject only to the variations expressed in this Order all the clauses, covenants, conditions and provisions of each Lease (as varied if applicable) shall continue in full force and effect and the Lease shall henceforth be construed as if such amendments were originally contained herein.

AND IT IS FURTHER ORDERED that the Chief Land Registrar shall make such entries on the registers relating to the titles hereby affected or to open a new title or titles as shall be deemed appropriate for the purpose of recording and giving effect to the terms of this Order.

THE FIRST SCHEDULE
(Schedule of Leases at Durdham Park)

Flat Number	Date of lease	Term of lease	Title Number
Durdham Court			
1 Durdham Court, Durdham Park (BS6 6XQ)	13/03/1969	999 years from 01.01.1969	BL11880
2, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	27/03/1969	999 years from 01.01.1969	BL11833
3 Durdham Court, Durdham Park and Garage 26.	05/03/1973	999 years from 01.01.1969	BL38488
4, Durdham Court, Durdham Park, Bristol (BS6 6XQ).	03/04/1969	999 years from 01.01.1969	BL11409
5, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	14/04/1969	999 years from 01.01.1969	BL11777
6, Durdham Court, Durdham Park, Bristol BS6 6XQ	14/04/1969	999 years from 01.01.1969	BL11778
7, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	17/03/1969	999 years from 01.01.1969	BL11233
9, Durdham Court, Durdham Park, Bristol and garage 21 (BS6 6XQ)	19/03/1969	999 years from 01.01.1969	BL12019
10, Durdham Court, Durdham Park, Bristol and car space (BS6 6XQ)	11/04/1969	999 years from 01.01.1969	BL11776
11 Durdham Court, Durdham Park and Car Space (BS6 6XQ).	18/04/1969	999 years from 01.01.1969	BL11772
12, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	11/04/1969	999 years from 01.01.1969	BL11802
13, Durdham Court, Durdham Park, Bristol (BS6 6XQ).	20/03/1969	999 years from 01.01.1969	BL11467
14 Durdham Court, Durdham Park and Garage, (BS6 6XQ)	17/03/1969	999 years from 01.01.1969	BL11193
15, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	27/03/1969	999 years from 01.01.1969	BL11733
16, Durdham Court, Durdham Park, Bristol (BS6 6XQ).	12/03/1969	999 years from 01.01.1969	BL11460
17, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	24/03/1969	999 years from 01.01.1969	BL11451
18 Durdham Court, Durdham Park and Car Space, (BS6 6XQ)	25/03/1969	999 years from 01.01.1969	BL11403

19, Durdham Court, Durdham Park, Bristol and garage (BS6 6XQ)	14/04/1969	999 years from 01.01.1969	BL12016
20 Durdham Court, Durdham Park and Car Space (BS6 6XQ)	13/03/1969	999 years from 01.01.1969	BL11775
21 Durdham Court, Durdham Park and Car Space (BS6 6XQ)	31/03/1969	999 years from 01.01.1969	BL11402
22 Durdham Court, Durdham Park, Bristol (BS6 6XQ)	17/03/1969	999 years from 01.01.1969	BL11477
23, Durdham Court, Durdham Park, Bristol And Car Parking Space (BS6 6XQ)	13/03/1969	999 years from 01.01.1969	BL11104
24, Durdham Court, Durdham Park, Bristol And Car Parking Space (BS6 6XQ)	13/03/1969	999 years from 01.01.1969	BL11105
25, Durdham Court, Durdham Park, Bristol (BS6 6XQ)	09/09/1969	999 years from 01.01.1969	BL14952
26, Durdham Court, Durdham Park, Bristol (BS6 6XQ).	14/04/1969	999 years from 01.01.1969	BL11692
Wallcroft			
1, Wallcroft, Durdham Park, Bristol (BS6 6XJ)	02/08/1977	999 years from 01.01.1969	AV26726
2, Wallcroft, Durdham Park, Bristol (BS6 6XJ)	30/11/1971	999 years from 01.01.1969	BL28150
3, Wallcroft, Durdham Park and garage 100.	13/10/1971	999 years from 01.01.1969	BL27100
4, Wallcroft, Durdham Park and car bays 92 and 93, (BS6 6XJ)	30/10/1972	999 years from 01.01.1969	BL36235
5 Wallcroft, Durdham Park (BS6 6XJ).	01/09/1971	999 years from 01.01.1969	BL26399
6, Wallcroft, Durdham Park, Bristol and garage (BS6 6XJ).	02/09/1971	999 years from 01.01.1969	BL26258
7, Wallcroft, Durdham Park, Bristol (BS6 6XJ).	23/03/1972	999 years from 01.01.1969	BL31356
8 Wallcroft, Durdham Park, Bristol and Car space 91 6 Wallcroft, Durdham Park, Bristol and Garage	30/09/1971	999 years from 01.01.1969	BL27647
9, Wallcroft, Durdham Park, Bristol (BS6 6XJ).	02/12/1971	999 years from 01.01.1969	BL28200

10, Wallcroft, Durdham Park, Bristol (BS6 6XJ).	21/03/1972	999 years from 01.01.1969	BL30334
11 Wallcroft, Durdham Park and Garage (BS6 6XJ).	15/11/1971	999 years from 01.01.1969	BL27932
12, Wallcroft, Durdham Park and Car Space, (BS6 6XJ)	28/06/1972	999 years from 01.01.1969	BL35439
13, Wallcroft, Durdham Park, Bristol (BS6 6XJ)	13/09/1971	999 years from 01.01.1969	BL26612
14 Wallcroft, Durdham Park and garages 88 and 89, Bristol (BS6 6XJ).	25/02/1972	999 years from 01.01.1969	BL29728
16, Wallcroft, Durdham Park, Bristol and garages (BS6 6XJ).	05/10/1971	999 years from 01.01.1969	BL26951
17, Wallcroft, Durdham Park, Bristol and Car Bays 87 and 88 (BS6 6XJ).	25/08/1972	999 years from 01.01.1969	BL34961
18, Wallcroft, Durdham Park and Garage 53, Wallcroft, Durdham Park	20/08/1971	999 years from 01.01.1969	BL26142
19, Wallcroft, Durdham Park.	23/03/1972	999 years from 01.01.1969	BL30158
Westmorland House			
1, Westmorland House, Durdham Park, Bristol, (BS6 6XH) and car space 40.	16/10/1970	999 years from 01.01.1969	BL21479
2, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)	24/08/1970	999 years from 01.01.1969	BL19816
3, Westmorland House, Durdham Park, Bristol (BS6 6XH)	17/08/1970	999 years from 01.01.1969	BL19679
4, Westmorland House, Durdham Park, Bristol (BS6 6XH)	11/06/1971	999 years from 01.01.1969	BL25109
6, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)	24/08/1970	999 years from 01.01.1969	BL20416
7, Westmorland House and Garage, Durdham Park, (BS6 6LT)	29/09/1970	999 years from 01.01.1969	BL20556
8, Westmorland House, Durdham Park, Bristol (BS6 6XH)	18/08/1970	999 years from 01.01.1969	BL20574
9, Westmorland House, Durdham Park, and garage (BS6 6XH)	21/09/1970	999 years from 01.01.1969	BL20600
11, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH).	04/09/1970	999 years from 01.01.1969	BL19984
12, Westmorland House, Durdham Park, Bristol (BS6 6XH).	20/08/1971	999 years from 01.01.1969	BL26373

13, Westmorland House, Durdham Park, Bristol (BS6 6XH).	28/08/1970	999 years from 01.01.1969	BL20124
14 Westmorland House, Durdham Park	18/09/1970	999 years from 01.01.1969	BL20300
15, Westmorland House, Durdham Park, Bristol (BS6 6XH)	18/08/1970	999 years from 01.01.1969	BL19934
16, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH).	07/07/1971	999 years from 01.01.1969	BL25526
18, Westmorland House, Durdham Park, Bristol (BS6 6XH)	14/09/1970	999 years from 01.01.1969	BL21109
19, Westmorland House, Durdham Park, (BS6 6XH)	04/09/1970	999 years from 01.01.1969	BL20541
20 Westmorland House and Car Space 35, Durdham Park.	26/06/1971	999 years from 01.01.1969	BL25886
21, Westmorland House, Durdham Park, Bristol (BS6 6XH)	28/10/1970	999 years from 01.01.1969	BL21146
22 Westmorland House, Durdham Park, (BS6 6XH).	10/11/1970	999 years from 01.01.1969	BL29021
23, Westmorland House, Durdham Park, Bristol and garage 70 (BS6 6XH).	25/08/1970	999 years from 01.01.1969	BL22294
24 Westmorland House, Durdham Park, (BS6 6XH)	08/10/1970	999 years from 01.01.1969	BL20685
25, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)	03/09/1970	999 years from 01.01.1969	BL19983
26, Westmorland House, Durdham Park, Bristol (BS6 6XH)	26/01/1971	999 years from 01.01.1969	BL23292
27, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH)	21/08/1970	999 years from 01.01.1969	BL19868
28, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH).	28/01/1972	999 years from 01.01.1969	BL29512
29, Westmorland House, Durdham Park, (BS6 6XH)	23/09/1970	999 years from 01.01.1969	BL20308
30, Westmorland House, Durdham Park, Bristol (BS6 6XH)	01/10/1970	999 years from 01.01.1969	BL21124
31, Westmorland House, Durdham Park, Bristol (BS6 6XH).	02/10/1970	999 years from 01.01.1969	BL20835
32 and garage 80 Westmorland House, Durdham Park, (BS6 6XH)	14/04/1972	999 years from 01.01.1969	BL30672
33, Westmorland House, Durdham Park, Bristol and Garage 54 (BS6 6XH)	24/11/1970	999 years from 01.01.1969	BL21565

34, Westmorland House, Durdham Park, Bristol (BS6 6XH)	21/10/1970	999 years from 01.01.1969	BL20895
35, Westmorland House, Durdham Park (BS6 6XH)	24/08/1970	999 years from 01.01.1969	BL19922 - now BL70372
36, Westmorland House, Durdham Park, Bristol and garage (BS6 6XH).	14/07/1971	999 years from 01.01.1969	BL26319 now BL70371
37 (Penthouse 1), Westmorland House, Durdham Park, Bristol and Car Spaces 43 and 44 (BS6 6XH)	04/11/1970	999 years from 01.01.1969	BL22774
38 Westmorland House, Durdham Park, and garage spaces 41 and 42 (BS6 6XH).	28/01/1972	999 years from 01.01.1969	BL29384

THE SECOND SCHEDULE
(Variations to Leases of Flats at Durdham Park)

- (1) The word “resident porter” shall be deleted from Paragraph 10(ii) of Schedule D and replaced with “porter, caretaker or estate manager (whose working hours may be determined by the lessor, acting reasonably, and who shall not be required to be resident at the property, but for the avoidance of doubt emergency cover must be available at all times)”.
- (2) Paragraph 13 of Schedule D shall be deleted in its entirety.
- (3) Schedule E shall be deleted in its entirety.

Dated this 27th day of June 2025

Legal Annex

Landlord and Tenant Act 1987 (1987 c 31)

Applications relating to flats

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.]

36 Application by respondent for variation of other leases

(1) Where an application (“the original application”) is made under section 35 by any party to a lease, any other party to the lease may make an application to the [tribunal] asking it, in the event of its deciding to make an order effecting any variation of the lease in pursuance of the original application, to make an order which effects a corresponding variation of each of such one or more other leases as are specified in the application.

(2) Any lease so specified—

(a) must be a long lease of a flat under which the landlord is the same person as the landlord under the lease specified in the original application; but

(b) need not be a lease of a flat which is in the same building as the flat let under that lease, nor a lease drafted in terms identical to those of that lease.

(3) The grounds on which an application may be made under this section are—

(a) that each of the leases specified in the application fails to make satisfactory provision with respect to the matter or matters specified in the original application; and

(b) that, if any variation is effected in pursuance of the original application, it would be in the interests of the person making the application under this section, or in the interests of the other persons who are parties to the leases specified in that application, to have all of the leases in question (that is to say, the ones specified in that application together with the one specified in the original application) varied to the same effect.

37 Application by majority of parties for variation of leases

(1) Subject to the following provisions of this section, an application may be made to [the appropriate 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 the leases are varied to the same effect.

(4) An application under this section in respect of any leases may be made by the landlord or any of the tenants under the leases.

(5) Any such application shall 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.

Orders varying leases

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 subsection (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 subsection (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.

39 Effect of orders varying leases: applications by third parties

(1) Any variation effected by an order under section 38 shall be binding not only on the parties to the lease for the time being but also on other persons (including any predecessors in title of those parties), whether or not they were parties to the proceedings in which the order was made or were served with a notice by virtue of section 35(5).

(2) Without prejudice to the generality of subsection (1), any variation effected by any such order shall be binding on any surety who has guaranteed the performance of any obligation varied by the order; and the surety shall accordingly be taken to have guaranteed the performance of that obligation as so varied.

(3) Where any such order has been made and a person was, by virtue of section 35(5), required to be served with a notice relating to the proceedings in which it was made, but he was not so served, he may—

(a) bring an action for damages for breach of statutory duty against the person by whom any such notice was so required to be served in respect of that person's failure to serve it;

(b) apply to [the appropriate tribunal] for the cancellation or modification of the variation in question.

(4) [A tribunal] may, on an application under subsection (3)(b) with respect to any variation of a lease—

(a) by order cancel that variation or modify it in such manner as is specified in the order, or

(b) make such an order as is mentioned in section 38(10) in favour of the person making the application,
as it thinks fit.

(5) Where a variation is cancelled or modified under paragraph (a) of subsection (4)—

(a) the cancellation or modification shall take effect as from the date of the making of the order under that paragraph or as from such later date as may be specified in the order, and

(b) the [tribunal] may by order direct that a memorandum of the

cancellation or modification shall be endorsed on such documents as are specified in the order;

and, in a case where a variation is so modified, subsections (1) and (2) above shall, as from the date when the modification takes effect, apply to the variation as modified.