

# **RESIDENTIAL PROPERTY TRIBUNAL SERVICE LEASEHOLD VALUATION TRIBUNAL**

**Properties :** 6A, 6B, 6C, 6D, 6E, 6F, 6G, 6H, 6J, 6K, 6L, 6M, 8A, 8B, 8C, 8D, 8E and 8F Boycott Avenue, Oldbrook, Milton Keynes MK6 2JX

1, 3, 5, 7 and 9 Johnston Place, Oldbrook, Milton Keynes MK6 2JY

**Applicants :**

- (1) North British Housing Ltd.
- (2) Victoria Anne Flanagan (6A Boycott Ave.)
- (3) Jason Greenaway (6C Boycott Ave.)
- (4) Philip Andrew Verity (6D Boycott Ave.)
- (5) Beverley Emma Verity (6D Boycott Ave.)
- (6) Graham Crawford (6D Boycott Ave.)
- (7) Ruth Elizabeth Crawford (6D Boycott Ave.)
- (8) Christopher Simon Coe (6E Boycott Ave.)
- (9) Matthew John Old (6F Boycott Ave.)
- (10) Victoria Helen Allaway (6F Boycott Ave.)
- (11) Liezel Kruger (6G Boycott Ave.)
- (12) Michael Stratton (6H Boycott Ave.)
- (13) Emma Jane Stratton (6H Boycott Ave.)
- (14) Christopher Malcolm Stevens (6J Boycott Ave.)
- (15) Emily Mary Elizabeth Lovegrove (6K Boycott Ave.)
- (16) Claire Johanna Church (6M Boycott Ave.)
- (17) Simon John Vose (8A Boycott Ave.)
- (18) Joanna Louise Uppington (8B Boycott Ave.)
- (19) Francesco Baldacchino (8C Boycott Ave.)
- (20) Guy Paul Livingstone (8D Boycott Ave.)
- (21) John Spencer (8E Boycott Ave.)
- (22) Karen Margaret Facer (8F Boycott Ave.)
- (23) Nils Henke (1 Johnston Pl.)
- (24) Noel Miranda (3 Johnston Pl.)
- (25) Monica Lyn Dunsford (5 Johnston Pl.)
- (26) Juliana Osariyekemwen Egharevba (7 Johnston Pl.)
- (27) Neal Bernard Paton (9 Johnston Pl.)

**Respondents :**

- (1) John Woolham (6B Boycott Ave.)
- (2) Derek Scholes (6L Boycott Ave.)
- (3) Melanie Ruane (6L Boycott Ave.)

**Case number :** CAM/00MG/LVT/2005/0001

**Date of Application :** 13<sup>TH</sup> April 2005

**Type of Application :**        **To vary Long Leases (Section 37 Landlord and Tenant Act 1987)**

**The Tribunal :**                **Mr. Bruce Edgington (chair)**  
   **Mr. David Brown FRICS MCI Arb**

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## **DECISION**

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### **Introduction**

1.        This is an application by the lessor and 26 of the 29 leaseholders representing 21 flats in a development of 23 flats, to vary the leases of all the flats in the development.
2.        Although the leases have differing dates they all run from the 29<sup>th</sup> July 1994 for terms of 125 years and are in basically the same terms
3.        The proposed amendments are to the plans and to a Schedule and arise because the position of the storeroom and parking spaces on the ground do not accord with the positions on the plans presently attached to the leases
4.        The 3 leaseholders of the remaining 2 flats are Respondents to this application. They have not consented to the variations but they have not objected to the orders being sought. On the 26<sup>th</sup> May 2005, they were given 28 days notice of the Tribunal's intention to adjudicate on the application and have been notified that at any time during that 28 days they could apply for a hearing date to be fixed (Regulation 5 of **The Leasehold Valuation Tribunals (Procedure) (Amendment) (England) Regulations 2004**). No such application has been received.
5.        The Mortgagees of all the leasehold interests of both Applicants and Respondents have been given notice of this application and have raised no objections to the orders being made as sought.

## **The Law**

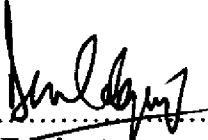
6. Section 37 of the **Landlord and Tenant Act 1987** as amended (“the 1987 Act”) provides that in a development of more than 8 flats with leases of defined periods exceeding 21 years under which the landlord is the same person, applications for variation can be made in circumstances where at least 75 per cent of tenants consent to the variation and it is not opposed by more than 10 per cent of the parties.
7. Section 37(3) says:-  
*“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 at the same time”*

## **Decision**

8. The Tribunal is satisfied that the object to be achieved by this application is to amend all the plans of all the leases, together with consequential amendments, to correct a clear difference between the position on the ground as compared with the lease plans. It is also satisfied that the variation cannot be satisfactorily achieved unless all the leases are varied at the same time because the plans of all the leases are obviously interrelated.
9. The Tribunal is also satisfied that the amendments are unlikely to substantially prejudice any Respondent or any person who is not a party to the application.
10. The order to vary the leases is therefore made as asked. In respect of the applicant lessees the variation is in accordance with the consents lodged. In respect of the leases to 6B and 6L Boycott Avenue, Oldbrook, Milton Keynes MK6 2JX:-
  - (a) The plans marked A annexed hereto shall be substituted for the plans marked A annexed to the leases and the said plans shall be read and construed as if they were the plans marked A referred to in the leases and
  - (b) Paragraph 3 of the First Schedule to the leases (namely “the right to park one private motor vehicle in the car parking space shown edged blue on the plan marked B”) shall be deleted in both leases

11. No application has been made for compensation in accordance with Section 38(10) of the 1987 Act and the Tribunal does not make any such order as it does not consider that anyone is likely to suffer loss or disadvantage as a result of these amendments
12. The Tribunal directs that H.M. Land Registry take due note of these variations and requests that the registers in respect of the freehold and leasehold titles be amended accordingly.
13. The Tribunal also directs that a memorandum of variation be endorsed on the original and counter-part leases to all the properties and that copies of the amended plans with appropriately coloured edging be annexed thereto with a copy of this Order

Dated this 4<sup>th</sup> day of July 2005

  
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**Bruce Edgington**  
**Chair**