



HM Courts  
& Tribunals  
Service

8071



Residential  
Property  
TRIBUNAL SERVICE

**LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION  
UNDER SECTION 35 OF THE LANDLORD AND TENANT ACT 1987**

<b>Case Reference:</b>	LON/00AM/LVT/2012/0001
<b>Premises:</b>	1-16 Stamford Hill Mansions, Stamford Hill, London N16
<b>Applicant(s):</b>	Brickfield Properties Limited
<b>Representative:</b>	Wallace LLP
<b>Respondent(s):</b>	Various Lessee (see Appendix I)
<b>Representative:</b>	N/A
<b>Date of hearing:</b>	16 July 2012
<b>Appearance for Applicant(s):</b>	N/A
<b>Appearance for Respondent(s):</b>	N/A
<b>Leasehold Valuation Tribunal:</b>	Ms LM Tagliavini, Barrister & Attorney-at-Law (NY) Mr J I Jagger, MRICS
<b>Date of decision:</b>	16 July 2012

### **Decisions of the Tribunal**

- (1) The Tribunal determines that clauses 1 and 2 of the proposed variation to the lease for flats 1-16 Stamford Hill Mansions is granted as per the variation sought in paragraphs 1 and 2 of the Draft Deed of Variation and makes an order accordingly.
- (2) However, the Tribunal is of the view that paragraph 3 of the proposed draft Deed of Variation has not been sufficiently substantiated, as it appears to affect all 32 flats making up the entirety of Stamford Hill Mansions. Further, it is not clear as to whether all potentially interested parties have been informed of this variation, why the lease fails to make adequate provision for these charges or how the service charges are to be calculated in respect of this item under the variation proposed.
- (3) The Tribunal is of the view that the Applicant should seek to make a fresh application if it wishes to pursue this variation addressing the issues outlined above.

### **The application**

- (4) The Applicant seeks a variation of leases of various flats known as 1-16 Stamford Hill Mansions,

### **The hearing**

1. No application for an oral hearing was received from any of the parties and consequently the application was determined on the papers. The Applicant provided the Tribunal with a substantive bundle for the (paper) determination. No responses or documents were received from any of the Respondents.

### **The background**

2. The property, which is the subject of this application are two blocks of four making up Stamford Hill Mansions. A witness statement of Ms Fleur Neale dated 26 April 2012 set out the history of this matter and the reasons for the application, specifically the acquisition of the Right to Manage by blocks comprising flats 17-32 and the subsequent shortfall in the collection of service charges for flats 1-16.

### **The issues**

3. Whether the lease variations sought by the Applicant should be granted by the Tribunal pursuant to section 35 of the Landlord and Tenant Act 1987?

### The Tribunal's decision and reasons

4. The Tribunal is satisfied that due to the grant of the Right to Manage in respect of the two blocks making up flats 17-32, there has resulted a lack of provision in the leases for Flats 1-16 for the collection of service charges. The Tribunal noted that no Respondent sought to oppose this application or otherwise express their views on the proposed variations.
5. Therefore the Tribunal is of the opinion that it is appropriate to grant the proposed variations as set out in the application and attached to this decision as Appendix II with the new percentages calculated as set out in Appendix III (as amended).
6. However, the Tribunal was less clear on whether all potentially interested parties had been notified in respect of the proposed variation under paragraph 3 of the Draft Deed of Variation (see Appendix II). Further, it was not explained to the Tribunal why this clause was necessary, whether the existing leases failed to make satisfactory provision for this or how the proposed expenditure would be calculated and attributed to the relevant flats required to contribute to these charges.
7. Therefore, in conclusion, the Tribunal makes an order in respect of part of the Applicant's application for lease variation as per paragraphs 1 and 2 in the Draft Deed of Variation with effect from 9 April 2010 being the date of the acquisition of the Right to Manage, but refuses a grant of variation in respect of paragraph 3 of the Draft Deed of Variation.



Chairman: LM Taghavi

Dated: 16 July 2012

**ORDER**

**Applicant:** Brickfield Properties Limited

**Respondents:** Lessees of Flats 1-16 Stamford Hill Mansion, Stamford Hill,  
London N16

The Tribunal having considered this application for variations of leases pursuant to section 35 of the Landlord and Tenant Act 1987 orders:

The leases of flats 1-16 Stamford Hill Mansions be varied in accordance with paragraphs 1 and 2 of the Draft Deed of Variation with effect from 9 April 2010 namely:

1. The expression "the said Buildings" in the Lease shall mean flats 1-16 Stamford Hill Mansions and not flats 1-32 Stamford Hill Mansions
2. In clause 2(2) of the Lease the words " a proportionate part (to be determined according to the proportion which the rateable value of the Flat at the twenty-fifth day of March in each year bears to the aggregate rateable values of these flats comprised in the said Building as at the same date") shall be deleted and replaced with the new service charge calculation as set out in Appendix II of the LVT decision dated 16 July 2012 (as amended).

  
Chairman: LM Tagliavini

Dated: 16 July 2012

Flat Number	Flat Address	Title Number	Capacity	Name	Address
1	Flat 1, Stamford Hill Mansions Stamford Hill, London N16 5TL	NGL305566	Tenant	Hershel Grunhut	Flat 1 Stamford Hill Mansions Stamford Hill, London N16 5TL
2	Flat 2, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL177573	Tenant	Issac Reich	43B Stamford Hill London N16 5SR
3	Flat 3, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL354765	Tenant	David Klein and Kamilla Klein	26 Clifton Gardens London N15 6AP
4	Flat 4, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL183378	Tenant	Solomon Klein and Rachel Klein	PO BOX 6329 London N15 6WP
6	Flat 6, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL424834	Tenant	Anat Pick	Flat 6 Stamford Hill Mansions Stamford Hill London N16 5TL
7	Flat 7, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL365027	Tenant	Shalom Schrieber	37 Moresby Road London E5 9LE
8	Flat 8, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL380836	Tenant	Sela Investments Limited	37 Moresby Road London E5 9LE
9	Flat 9, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL328094	Tenant	Jeuda Berkowitz	79 Egerton Road London N16 5TN
10	Flat 10, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL200512	Tenant	Chaim Gruner, Shaul Gruner and Moshe Yehuda Gruner	15 Schnofield Square Lordship Road London N16 0QQ

11	Flat 11, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL334426	Tenant	Talentbuild Limited	FAO: Mrs Cohen 130 Stamford Hill London N16 6QT
12	Flat 12, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL352777	Tenant	Regal Jeweller Manufacturing Limited	Mrs E Berger 19 St Andrews Grove London N16 5NF
12A	Flat 12A, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL200536	Tenant	Saul Einy	11 Northfield Road London N16 5RL
14	Flat 14, Stamford Hill Mansions, Stamford Hill, London N16 5TL	EGL345573	Tenant	Finemark Properties Limited	FAO: Mrs Cohen 130 Stamford Hill London
15	Flat 15, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL211252	Tenant	Rima Mary Neave	Flat 15 Stamford Hill Mansions Stamford Hill London N16 5TL
16	Flat 16, Stamford Hill Mansions, Stamford Hill, London N16 5TL	NGL206268	Tenant	Hershel Grunhut	Flat 1 Stamford Hill Mansions Stamford Hill, London N16 5TL

## **2. Definitions and Interpretation**

- 2.1 This deed is supplemental and collateral to the Lease.
- 2.2 If at any time the Tenant is more than one person then the Tenant shall be deemed to include also a reference to any such persons and any covenant on the part of the Tenant shall take effect as a joint and several covenant
- 2.3 References to the Lease include any deed licence consent approval or other instrument supplemental to it whether or not expressed to be so
- 2.4 A person includes a corporate or unincorporated body
- 2.5 Clause schedule and paragraph headings do not affect the interpretation of this deed
- 2.6 Except to the extent that they are inconsistent with the definitions and interpretations in this clause to the definitions and interpretations in the Lease shall apply to this deed

## **3. Variations of the Previous Lease**

### **3.1 Variations**

From and including the date of the RTM the Lease shall be read and construed as varied by the provisions set out in the Schedule hereto

### **3.2 Previous Lease remains in force**

The parties agree and declare that this deed is not intended to and does not effect any surrender of the Lease and the Lease shall remain fully effective as varied by this deed and the terms of the Lease shall have effect as though the provisions contained in this deed had been contained in the Lease with effect from the date of the RTM

## **4. Tenant's Covenant**

The Tenant covenants to observe and perform the tenant's covenants in the Lease as varied by this deed

## **5. Registration of this Deed**

Promptly following the completion of this deed the Tenant shall apply to register this deed at the Land Registry against the Tenant's registered title number [FLAT TITLE NUMBER] and the Landlord's registered title number EGL556686. The Tenant shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly and the Landlord shall provide such assistance as the Tenant reasonably requires in this regard. Within one month after completion of the registration the Tenant shall send to the Landlord official copies of its registered title.

6. **Applicable Law**

This deed shall be governed by and construed in accordance with the Law of England and Wales

7. **Contractual Rights of Third Parties**

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party

This DOCUMENT has been executed as a DEED and is delivered and takes effect on the date stated at the beginning of it

**The Schedule**  
**(Variations to the Lease with effect from the date of the RTM)**

1. The expression "the said Buildings" in the Lease shall mean flats 1-16 Stamford Hill Mansions and not flats 1-32 Stamford Hill Mansions
2. In clause 2(2) of the Lease the words "a proportionate part (to be determined according to the proportion which the rateable value of the Flat at the twenty-fifth day of March in each year bears to the aggregate rateable values of the flats comprised in the said Buildings as at the same date)" shall be deleted and replaced with [NEW SERVICE CHARGE PERCENTAGE]%
3. The Landlord shall be entitled to include as an additional head of expenditure within the service charge payable by the Tenant under the Lease the expenses of maintaining cleansing constructing repairing rebuilding and renewing all walls roofs fences conduits passageways stairways entranceways roads pavements and other structures or conveniences the use of which is common to both 1-16 Stamford Hill Mansions and to other premises (including without limitation 17-32 Stamford Hill Mansions)

Executed as a Deed by the affixing of The Common Seal)  
of **BRICKFIELD PROPERTIES LIMITED** in the presence of:)

Director

Director/Secretary



Appendix III

1 - 16 STAMFORD HILL MANSIONS, N16

	Old Percentage	New Percentage
1	3.03	6.09
2	3.02	6.07
3	3.19	6.42
4	3.19	6.42
5	3.19	6.42
6	3.19	6.42
7	3.03	6.09
8	3.03	6.09
9	3.03	6.09
10	3.02	6.07
11	3.19	6.42
12	3.19	6.42
12A	3.19	6.42
14	3.19	6.42
15	3.02	<del>6.07</del>
16	3.02	<del>6.07</del>
	-----	-----
	49.72	100.00
	=====	=====