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LONDON RENT ASSESSMENT PANEL

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

Case Reference: LON/00BF/LVL/2012/0004 (KH)

Premises: The Benhill Estate, Sutton, Surrey SM4

Applicant(s): The Mayor and Burgesses of the London Borough of Sutton (Landlord)

Representative: Mr Norman Joss of Counsel,
Ms S. Amin, Solicitor, London Borough of Sutton

Respondent(s): All the current Leaseholders of the Benhill Estate (noted in Schedule 1 to this decision)

Representatives: Mrs G. Turner (4 Newlyn House) also representing 1 and 41 Newlyn House
Mr & Mrs P. Marshall (17 Glenrose House)
Ms S. Stevens (27 Glenrose House)

Date of hearing: 5th July 2012

Also Present for Applicant(s): Mr C. Haynes; Income Manager, LB Sutton
Mr K. Turner; Associate, LB Sutton
Mr C. Ward; Solicitor, LB Sutton

Also Present for Respondent(s): Ms J. Tuffrey, Observer

Leasehold Valuation Tribunal: Mr L. W. G. Robson LLB(Hons)
Mr M. A. Mathews FRICS
Mrs G. V. Barrett JP

Date of decision: 6th August 2012

Decisions of the Tribunal

- (1) The Tribunal determines that the Application relating to all properties concerned has succeeded, and that the lease of each property shall be varied as set out below.
- (2) The Tribunal determines that the block and estate service charge percentages for each property shall, from the date of this decision, be the relevant percentages shown in the light blue column (Proposed Block/Estate %s) in Schedule 1 attached to this decision
- (3) The Tribunal determined that no compensation was payable to any party pursuant to Section 38(10) of the Landlord & Tenant Act 1987 in respect of the variations determined above.
- (4) The Tribunal makes the further determinations as set out under the various headings in this Decision

The application

1. The Applicant seeks a determination pursuant to Section 35 of the Landlord and Tenant Act 1987 ("the Act") to vary the leases of the properties shown in Schedule 1 attached to this decision. The Benhill Estate comprises 441 flats in 21 blocks. At the date of the hearing, 183 properties had been let on leases to long leaseholders. Of those leases, the Applicant sought to vary the service charge percentages paid by 129 properties as shown on Schedule 1.
2. The relevant legal provisions are set out in the Appendix to this decision.

The hearing

3. The Applicant was represented by Mr Joss at the hearing. Representatives of Flats 1, 4, 14 and 41 Newlyn House, also Flats 17 and 27 Glenrose House appeared, led by Mrs Turner.
4. A small number of additional documents were handed in at the start of the hearing, including copies of a number of written representations already in the bundle, a plan of the estate dated August 2010, a breakdown of the likely changes for certain properties in the costs of proposed major works on the estate, and a more legible copy of Schedule 1. The Tribunal was satisfied that none of these documents appeared to affect the cases of any party to the application

The background

5. The properties which are the subject of this application are all on the Benhill Estate, Sutton, Surrey SM4, consisting of 21 blocks of social housing units built in the mid 1970s.
6. Neither party requested an inspection and the Tribunal did not consider that one was necessary.
7. The Respondents each hold a long lease of the property which requires the landlord to provide services and the tenant to contribute towards their costs by way of a variable service charge. The specific percentages payable are set out in the Particulars (Items 10(1) and (2) on the first page of each lease).
8. Mr Joss submitted that all leaseholders had been given notice of the application. Twenty four responses to the notice had been received by the Applicant. Thirteen replies were in favour of the application. Of the remaining eleven Respondents, five sought compensation alone, five objected to the variation of their leases and sought compensation, and one objected to the variation the lease but did not seek compensation.

The issues

9. At the start of the hearing the parties identified the relevant issues for determination were;
 - (i) whether the leases should be varied in the manner sought, and
 - (ii) what, if any, compensation should be awarded.
10. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal has made determinations on the various issues as shown below

Variation of the Leases

11. The Applicants submitted that the effect of the current service charge provisions do not lead to the whole of the landlord's relevant expenditure being recovered under the service charge under the leases on the estate. Schedule 1 (appended below) demonstrated that there are discrepancies in the service charge percentage contributions payable by the lessees on the estate, leading to a number of anomalies, for example, very similar or identical properties paying different service charge percentages. Although the total loss to the landlord was currently small, there were significant discrepancies within the total service charge percentages relating to all blocks, and some of these (at Newlyn House) had been brought to the landlord's attention prior to 2009. In 2009 the matter had also been raised by the Sutton Leaseholders Association. Investigations then revealed that discrepancies also existed in other blocks.

major works on Glenrose should have been completed in 2001, at a time when Ms Stevens would have been exempt from the charge, or alternatively (i) for the costs of cracked balcony panels and rotting timbers, or (ii) at least at her current percentage, due to delay by the Applicant, (iii) that the new percentages should not apply until after the carrying out of the major works, as previously she had lost a sale due to the delay in the works, and now there had been no time for leaseholders to consider other options. In any event Ms Stevens should have her legal costs of £480 paid. In Mrs Stevens' view, the Applicant had allowed itself to be swayed by a very vocal and aggressive group of tenants who wanted to delay the major works, rather than carry them out in good time. The Applicant should have got on with the works prior to the government withdrawing the money that was available. This was a failing of the Applicant.

c) Flat 8 Hazelwood House

Mrs Y. Baynes submitted that she wanted compensation because of gross miscalculation over the years which probably cost some leaseholders thousands of pounds. No details of her own loss were provided.

d) Flat 41 Newlyn House

Mr J. Bhoynul submitted that he had been paying a higher block percentage since 1990. He wished to claim the difference of the money he had paid during that period.

e) Flats 1, 4, and 14 Newlyn House

Mrs G. Turner was a member of the Sutton Leaseholders Association (SLA), she had also been asked to represent the leaseholders of Flats 1 and 14 Newlyn House. She submitted that she had also raised the problem of differing percentages at Newlyn House in 2010 at a meeting of the SLA. Orally, Ms Turner submitted that she had understood that the Applicant would make an application in 2001, and then again in 2005. She understood that application was going ahead. There were many discrepancies in Newlyn House, and these had not been fully explained. She considered that the cost of the major works to 1 Newlyn House was excessive, as that property had no cladding, but many others blocks did. At Flat 1, they had been charged too much for many years, and they should get compensation for the difference in the costs. (An error in the form for Flat 1 was noted by the Tribunal in that the box to claim compensation had been ticked, and it was agreed by the Applicant at the hearing that this could be accepted as a late claim). Ms Turner referred to the Leaseholders' Handbook and asked the Tribunal to consider the effect of the statement on page 22 (noted above). In response to a question from the Tribunal at this point, Mr Haynes confirmed that the last time a copy of this handbook had been sent out to leaseholders was 12-18 months ago. Mr Joss also informed the Tribunal from his own personal knowledge of the papers that the Council had sought advice from Mr Stan Gallagher of Counsel upon the

question of revising the leases in 2005. The view had been taken at that time that correcting the then known anomalies would not have been cost effective, and the Council should bear the unrecovered cost.

f) Flat 1 Woodville House

Mr J. Riches submitted that the lease was a binding agreement which should not be altered. He considered that to claim his garage was a habitable room was nonsense, and that he paid enough service charge already.

Decision

19. The Tribunal considered the evidence and submissions.
20. The Tribunal decided that all the leases subject to the application were defective, and that no significant prejudice was caused to any party by ordering the variation as asked. The necessary factors to invoke the Tribunal's jurisdiction existed. The Applicant was a party to the leases, and the leases were defective within the terms of Section 35(2) (e) and (f), 35(3A) and 35(4). The current service charge recovery amounted to less than 100%. Those leaseholders who had paid more in the past would now pay less, and those who had paid less had had that benefit for some years. There was no question of unreasonable or excessive demands having been made in the past as suggested by some Respondents. A demand in accordance with the current terms of the leases was merely carrying out the bargains made between the original parties. Parliament had decided in Section 35 to provide a procedure to vary leases in certain restricted cases where the terms were found to be defective. The Tribunal considered that this application was a very good example of the type of case that Parliament had envisaged, i.e. one which would produce a fair result for all parties. The Tribunal also considered the effect of the Leaseholder's Handbook (see extract at p.269) which provides:

"Where the percentage fixed in the lease is now felt to be too high, the council charges the more recent lower figure. In contrast, where the percentages have now been found to be low in early leases, it is not possible to recharge a higher amount to these leaseholders, but more recent purchases will be paying the correct proportion."

The Tribunal concluded that the terms of this provision could not be considered as permanently displacing the contractual terms as agreed in the relevant leases. Only a contractual variation of a lease in proper form could have that effect. The Tribunal interpreted the statement as dealing entirely with the current leases, granting a concession to those with unfairly high percentages in their leases (as found by the Applicant's charging formula), while confirming that only the agreed contractual percentage would be charged to those with unfairly low percentages in their leases. Thus the Applicant would have to fund the difference itself. The provision gives no commitment at all to carry on subsidising those with unfairly low percentages

indefinitely. It merely describes its practice current as at the date of the handbook.

21. On the question of compensation, the Tribunal noted that the decisions of other Tribunals over the years varied considerably in their approach to compensation, to a slightly disturbing degree, although these variations are the result of the rather general wording of Section 38(10) of the 1987 Act which provides:

"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"

22. At one end of the spectrum, some Tribunals have ordered expert valuation evidence on the effect on the value of the interest concerned before considering a compensation claim, while at the other end of the spectrum some Tribunals have ordered compensation to be paid based on a specified number of years of the difference in service charges payable, for reasons which were not very clear. Nevertheless it is clear that tribunals have considerable discretion. This Tribunal has decided to apply a number of general principles, before ruling on individual claims. Firstly to obtain compensation, a party must formally make a claim in the variation application. Secondly, the claim must be quantified by the claimant in some meaningful way, or at least reasonably clearly calculated. Thirdly, no compensation should be ordered for those who have benefited from the variation of their lease, as losses resulting from the terms of the original lease are clearly not a result of the variation. Fourthly (perhaps more controversially), no order should be made in relation to trifling amounts, which will have minimal effect on the value of the relevant lease. Fifthly, if a variation is made to rectify an "unmerited" gain or profit resulting from e.g, a deliberate device, fraud, negligence or bad drafting then compensation should not normally be awarded to the party who will be deprived of that gain or profit, unless it can be shown that the parties entered into the lease with full knowledge and understanding. Note that this list should not be considered exhaustive, and also each case should be considered upon its own merits.
23. In this case, applying the above criteria, it appears that three of the Respondents have actively made a claim for compensation on the basis that there are significantly low percentages currently in their leases. They are; Mr & Mrs Marshall (17 Glenrose House), Mrs Stevens (27 Glenrose House), and Mr Riches (1 Woodville House). While others made claims for compensation, they have either not made any representation (in person or by their representative), or their claim relates to a minimal increase, or they will benefit from the variation.
24. Only Mr & Mrs Marshall have attempted to quantify their claim. Their concerns were that they would struggle to budget for such a large increase in the

imminent major works contribution (from £6,108.97 to £12,244.85), due to the delay in varying the lease. They proposed a reduction of 50% of the cost of the estimated major works bill, (or £6,122.43, which was only slightly more than they already expected to pay).

25. Mrs Stevens considered she should be exempt from all charges for the major works, as they should have been completed at a time when she was exempt (2001), or that she should only pay the existing proportion for her flat. In any event she wanted her legal costs of £480.
26. Mr Riches did not quantify his proposed claim, but thought he was paying enough already, thus the Tribunal deemed his claim to be for the difference between the current and proposed percentages.
27. The Tribunal applied the fifth factor in paragraph 22 above. It decided that there was no significant diminution in the value of any of the leasehold interests. Mr Riches was effectively asking for an unmerited increase. Mrs Stevens was in fact requesting compensation as the result of delay in doing the work, not as a result of the lease variation. Mr & Mrs Marshall faced a significant immediate increase as a result of the variation, but had been aware from 2001 that they had been paying rather less than others. The Tribunal had some sympathy for any Respondents who would face a significantly large increase in their charges immediately, particularly caused by the major works. Nevertheless the Tribunal considered that it would be wrong to allow personal factors to affect its decision, particularly in this case where there might well be other Respondents who could have had equally, or even more, compelling personal circumstances to put forward, but had not done so. The Tribunal notes that when making demands relating to the cost of major works contracts, most social landlords offer a deferred payment scheme to leaseholders generally. Such a scheme would meet its concerns for leaseholders faced with larger bills as a result of this decision.

Costs & Fees

Section 20C

28. Mr Joss submitted that the Applicant was attempting to assist the leaseholders by making the application, and would be entitled to charge its costs of doing so. Nevertheless his client was prepared to agree not to attempt to recover its costs from the service charge.
29. The Tribunal noted this concession by the Applicant, and accordingly orders under Section 20C that NO costs of this application may be added to the service charge by the landlord.

Paragraph 10 – Unreasonable behaviour

30. Ms Stevens applied for an order against the Applicant under Paragraph 10 on the grounds that it had behaved unreasonably. She submitted that she felt singled out by this application, and that she had not been given any choice in the matter, also that the application had been made at the last minute (before the major works).
31. The Applicant opposed the application
32. The Tribunal considered its discretion under Paragraph 10. It decided that the Applicant had not been unreasonable in the terms of paragraph 10, which was intended for much more extreme cases. The Tribunal accepted that the Applicant's motive was to promote fairness between its leaseholders, and that there was no significant benefit to it from making the application.

Next steps

33. The parties are ordered to apply to arrange for endorsements to be executed and attached to the relevant leases, then register notices of the variations of the leases at the Land Registry. In such cases the costs are normally borne by the Applicant. If the Applicant objects then it should send written reasons to the Tribunal with copies to the Respondents within 21 days of the date of receipt of this decision, in which case the Respondents shall be entitled to send written representations on that matter within a further 21 days. Thereafter the Tribunal will decide the matter.

Chairman: Mr L. W. G. Robson LLB(Hons)

Signed: Lancelot Robson

Date: 6th August 2012

Schedule 1

Service Charge Percentages being Varied – see attached sheets

Appendix of relevant legislation

Landlord & Tenant Act 1987;

Section 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 a leasehold valuation 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) – (d) ...

(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 the 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) ...

(3) ...

(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 superior landlord; and

(b) other tenants of the landlord are also liable under their leases to pay by way of service charges proportions of 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 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) ...

36 Application by respondent for variation of other leases

(1) – (3)

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) – (5) ...

(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 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, ...

(8) A tribunal may, instead of making an order varying the 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 a variation of it or (as the case may be) a reference to any variation effected pursuant to such 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 that the tribunal considers he is likely to suffer as a result of the variation.

Landlord & Tenant Act 1985; Section 20C

- (1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or leasehold valuation tribunal, or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.
- (2) The application shall be made—
 - (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
 - (aa) in the case of proceedings before a residential property tribunal, to a leasehold valuation tribunal;
 - (b) in the case of proceedings before a leasehold valuation tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any leasehold valuation tribunal;
 - (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
 - (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.
- (3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

Commonhold and Leasehold Reform Act 2002**Schedule 11, paragraph 1**

- (1) In this Part of this Schedule “administration charge” means an amount payable by a tenant of a dwelling as part of or in addition to the rent which is payable, directly or indirectly—
 - (a) for or in connection with the grant of approvals under his lease, or applications for such approvals,
 - (b) for or in connection with the provision of information or documents by or on behalf of the landlord or a person who is party to his lease otherwise than as landlord or tenant,
 - (c) in respect of a failure by the tenant to make a payment by the due date to the landlord or a person who is party to his lease otherwise than as landlord or tenant, or
 - (d) in connection with a breach (or alleged breach) of a covenant or condition in his lease.

- (2) But an amount payable by the tenant of a dwelling the rent of which is registered under Part 4 of the Rent Act 1977 (c. 42) is not an administration charge, unless the amount registered is entered as a variable amount in pursuance of section 71(4) of that Act.
- (3) In this Part of this Schedule "variable administration charge" means an administration charge payable by a tenant which is neither—
 - (a) specified in his lease, nor
 - (b) calculated in accordance with a formula specified in his lease.
- (4) An order amending sub-paragraph (1) may be made by the appropriate national authority.

Schedule 12; Paragraph 10

"(1) A leasehold valuation tribunal may determine that a party to proceedings shall pay the costs incurred by another party in connection with the proceedings in any circumstances falling within sub-paragraph (2).

(2) The circumstances are where-

(a) he has made an application to the leasehold valuation tribunal which is dismissed in accordance with regulations made by virtue of paragraph 7, or

(b) He has, in the opinion of the leasehold valuation tribunal, acted frivolously, vexatiously, abusively, disruptively or otherwise unreasonably in connection with the proceedings.

(3) The amount which a party to proceedings may be ordered to pay in the proceedings by a determination under this paragraph shall not exceed-

(a) £500, or

(b)

Schedule 1

Lessee Name						g/Block Name		
Correspondence Name						g/Block Name		
Mr D Gillam								
Mr M.C. & Mrs P.A. McMurrough	5 CHESTERTON HOUSE	31 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DT	5 Chesterton House	5.68%	0.32%
Mr D A R Hooker	4 ORCHARD ROAD	SMALLFIELD	SURREY	RH6 9QP		6 Chesterton House	5.68%	0.32%
Ms P McKenna	1 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DS	1 Clevedon House	4.45%	0.25%
Mr K D Arndt	61 SEDLESCOMBE ROAD SOUTH	ST LEONARDS ON SEA	EAST SUSSEX	TN38 0TJ		5 Clevedon House	4.44%	0.25%
Mr M. & Mrs R. Wazir	6 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DS	6 Clevedon House	4.45%	0.26%
Mr P Naris	18 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DS	18 Clevedon House	4.44%	0.25%
Mr F & Mrs M Brun	41 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DR	41 Clevedon House	5.56%	0.26%
Mr B H Nugent	45 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DR	45 Clevedon House	5.55%	0.25%
Mr Salim Jiwa	107 WRYTHE LANE	CARSHALTON	SURREY	SM5 2RR		47 Clevedon House	5.55%	0.25%
Mr S Kapacee	52 CLEVEDON HOUSE	29 CRESSINGHAM GROVE	SUTTON	SURREY	SM1 4DR	52 Clevedon House	4.45%	0.25%
Mrs H Kang	7 DROYLEDON PARK ROAD	FINHAM	COVENTRY	CV3 6EQ		64 Hazelwood House	5.75%	0.32%
Mrs C F Hill	38 TADORNE ROAD	TADWORTH	SURREY	KT20 5TF		65 Hazelwood House	6.49%	0.31%
Mr H Watson	42 HAZELWOOD HOUSE	4 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DQ	42 Hazelwood House	15.16%	0.32%
J Javelona	1 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	1 Homedale House	5.00%	0.26%
Miss L & Miss S Khanum	2 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	2 Homedale House	5.00%	0.26%
Ms I Dzambo	3 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	3 Homedale House	5.00%	0.19%
Mr V Boadum, Mrs E Boadum	4 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	4 Homedale House	6.25%	0.32%
Mr P Dillon, Mr K Dillon	35 EVANS GROVE ROAD	GLENVIEW	QUEENSLAND 4553	AUSTRALIA		7 Homedale House	6.25%	0.32%
Mr G Luggya	13 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	13 Homedale House	6.25%	0.32%
Mr D Lonergan	21 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	21 Homedale House	3.64%	0.26%
Mrs C Dodd	37 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	37 Homedale House	6.06%	0.25%
Mr S Moffatt, Ms L Hensman	38 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	38 Homedale House	3.03%	0.13%
Ms A J Dixie	41 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	41 Homedale House	6.06%	0.25%
Ms C S Brown	10 DELTA ROAD	WORCESTER PARK	SURREY	KT4 7HW		43 Homedale House	6.06%	0.25%
Mrs D Turner	49 HOMEDALE HOUSE	3 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DG	49 Homedale House	7.58%	0.32%

Proposed Block / Estate %'s		Increase / Decrease Lease %'s	
Proposed Block %	Proposed Estate %	Proposed Block %	Proposed Estate %
1.15%	0.06%	1.15%	0.06%
0.01%	-0.01%	0.01%	-0.01%
0.01%	-0.01%	0.01%	-0.01%
1.11%	0.06%	1.11%	0.06%
0.01%	0.00%	0.01%	0.00%
0.00%	-0.01%	0.00%	-0.01%
0.01%	0.00%	0.01%	0.00%
0.00%	-0.01%	0.00%	-0.01%
0.01%	0.00%	0.01%	0.00%
0.01%	0.00%	0.01%	0.00%
1.11%	0.00%	1.11%	0.00%
5.00%	0.26%	5.00%	0.26%
-0.06%	-0.01%	-0.06%	-0.01%
-0.06%	0.00%	-0.06%	0.00%
-3.03%	-0.07%	-3.03%	-0.07%
0.00%	-0.01%	0.00%	-0.01%
0.00%	-0.01%	0.00%	-0.01%
0.00%	0.06%	0.00%	0.06%
0.00%	-0.01%	0.00%	-0.01%
0.00%	-0.01%	0.00%	-0.01%
0.01%	0.00%	0.01%	0.00%
0.01%	0.00%	0.01%	0.00%
0.01%	0.00%	0.01%	0.00%
0.00%	-0.01%	0.00%	-0.01%

28 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	28 Standliffe House	3.77%	0.25%
34 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	34 Standliffe House	3.77%	0.25%

L H Brichkov	27 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	27 Stancliffe House	4.72%	0.31%
Mr T Steele & Ms S Mohamed	28 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	28 Stancliffe House	3.77%	0.25%
Ms S Khanmohamed	34 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	34 Stancliffe House	3.77%	0.25%
Mr D Thornton & Ms D Frankies	37 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	37 Stancliffe House	3.71%	0.25%
Mrs H McIntosh	40 STANCLIFFE HOUSE	2 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DF	40 Stancliffe House	3.77%	0.25%
Mr F R Riches	1 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	1 Woodville House	5.19%	0.25%
Mrs Harris, Mr Harris	4 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	4 Woodville House	6.50%	0.32%
Mr R Llanos, Mrs A Llanos	6 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	6 Woodville House	5.19%	0.25%
Mr A Kuznov	22 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	22 Woodville House	5.19%	0.25%
Mr T Salviano, Mrs S Salviano	26 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	26 Woodville House	5.19%	0.25%
Mr P G Sweeney	30 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	30 Woodville House	5.19%	0.25%
Mrs H Magnus	8 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	8 Woodville House	11.37%	0.32%
Mrs C A Love	10 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	10 Woodville House	11.36%	0.31%
Mr M Mielczarek	11 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	11 Woodville House	11.36%	0.31%
Ms K Dixie	12 WOODVILLE HOUSE	1 BRUNSWICK ROAD	SUTTON	SURREY	SM1 4DE	12 Woodville House	9.09%	0.25%
Mr S Adeyemi & Ms F Adeyemi	24 HAYWARD GARDENS	PUTNEY	LONDON	SW15 3DA		14 Woodville House	5.19%	0.25%

							-2.94%	-0.38%