



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

Case Reference	LON/00AH/LVT/2019/0002
Property	GALAXY HOUSE (now known as the Morello Quarter) 41 CHERRY ORCHARD ROAD, CROYDON, CR9 6BY
Applicant	MENTA REDROW LIMITED
Representatives	Ms Ellodie Gibbons of Counsel Brethertons LLP solicitors
Respondent	THE 297 LONG LEASEHOLDERS OF THE PROPERTY, AS IDENTIFIED IN THE SCHEDULE TO THE APPLICATION
Representative	MORELLO RESIDENTS' ASSOCIATION
Type of Application	An Application to vary various leases pursuant to the provisions of section 36 of the Landlord and Tenant Act 1987
Tribunal Members	Judge Shaw Ms E Flint FRICS
Venue of Hearing	10 Alfred Place, London WC1E 7LR
Date of Directions	29th January and 2nd April 2019
Date of Hearing	3rd July 2019
Date of Decision	7th August 2019

DECISION

INTRODUCTION

1. This case involves an Application dated 19th December 2018 to vary various leases pursuant to the provisions of section 36 of the Landlord and Tenant Act 1987 (“the Act”).

2. The application is made by Menta Redrow Limited (“the Applicant”) which is the freehold owner of the various blocks comprising the relevant property. The Respondents are the leaseholders of the 297 flats which form part of a new purpose built estate now known as Morello Quarter, 41 Cherry Orchard Road, Croydon CR9 6BY (“the Property”).

3. Directions were given in the case on 29th January 2019 and in addition subsequently on the 2nd April 2019. On this second occasion of directions, Ms Ellodie Gibbons of Counsel appeared for the Applicant (as she did at the substantive hearing) and a Ms Ellen Keenan-O’Malley, the secretary of the Morello Residents Association (“the Association”), appeared for the Association which she told the Tribunal represented the then 26 Active Respondents. Ms Gibbons explained to the Tribunal at the directions hearing, as she did helpfully at the main hearing, the nature of the Application and also informed the Tribunal that the applicant intended to bear its own costs of the application, and that it would be unlikely to oppose an order under Section 20C of the Landlord and Tenant Act 1985 if such an application were made. She also informed the Tribunal that the applicant had offered to fund the cost of the leaseholders taking independent legal advice, such funding

to be capped at £5,000. The directions made on that occasion were ordered to be sent to each of the 26 Active Respondents but, as all of them appeared to be represented by the Association future communications with those respondents by the Tribunal and the Applicants solicitors could be emailed to the Association email address, together with a hard copy sent to the secretary of the Association, whose responsibility it would be to notify the 26 Active Respondents as may be appropriate. The usual directions were made in respect of statements of case and witness statements and the date for the determination of the application was fixed for the 3 July.

4. The matter came before the Tribunal on 3rd July, and as indicated the Applicant was represented by Ms Gibbons of Counsel and there were also in attendance, representatives from the managing agents and Ms Gibbons' instructing solicitors; namely, Brethertons.
5. There was no appearance by any of the Respondents. No statement of case nor any written representations or indeed objections to the order sought from the Respondents, were served on either the Tribunal or the Applicant.
6. On the contrary, an email was received by the Tribunal on the 2 July at 16.36 from Kritan Sundaram who is apparently the co-chair of the Morello Residents Association. She states in that email that the Association "will not be objecting to Redrows' application to vary the Respective Leases" She goes on to state in that email various criticisms and misrepresentations made by the applicant when marketing the flats. However, as indicated this is all prefaced by the stated lack of objection to the order requested by the Applicant being made.
7. In the circumstances, Ms Gibbons very fairly proceeded on the basis that notwithstanding the lack of objection she should prove the Applicants case to the satisfaction of the Tribunal. It is proposed briefly

to state the background to the making of this application and then to give the Tribunals' conclusions.

Analysis

8. The Applicants' case is well set out in its statement of case made pursuant to the aforesaid directions and in addition in a witness statement made by Mr Richard Daver of the applicants Managing Agents – all as helpfully supplemented by Ms Gibbons' submissions.

9. The statutory power to vary leases in these circumstances can be found at Section 35 of the Landlord & Tenant Act 1987. The Act provides that:

(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 of more of the following provisions, namely ... (f) the computation of the service charge payable under the lease.

10. By virtue of Section 32(4) of the Act, for the purposes of sub-section (2)(f), a lease fails to make satisfactory provision with the 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.

11. Section 38 of the Act enables the Tribunal to make an order of variation provided it is satisfied that the appropriate ground has been established. Section 38(6) of the Act provides that no such order should be made if substantial prejudice would be caused to the Respondent, of a kind that could not be compensated for under the compensation provisions in the Act.
12. In this particular case the estate is made up of four separately named tower blocks. Those blocks are substantively separate blocks, but each of the pair of two blocks is connected by a low rise red brick block. The leases are drafted in such a way as to provide for service charges to be paid in respect of Estate costs and, separately, Block costs. An example of the provision can be found in the sample lease at page 46 of the hearing bundle at part 3 of schedule 6 to the lease. It will be observed that the percentages are charged within the so-called Initial Block Maintenance charge at that section in the lease.
13. The Applicant's case (not seriously challenged by the Respondents) is that a mistake has been made, not in respect of the Estate Costs but in respect of the Block Charges. The mistake was apparently made in the drafting of the lease, and came about because instead of calculating the appropriate percentage by reference to the flats in the four blocks separately, they were calculated by reference to the two pairs of blocks which are joined by the single low-rise red brick sections.
14. The applicant says that this is a clear error which could and should be remedied by a variation pursuant to section 35(4) of the Act, because that error means that the percentages in respect of each separate block do not add up to a full 100%. The shortfalls are specified at paragraph

9 of the statement of case and amplified in Annex 2 attached to that statement.

15. Ms Gibbons also took the Tribunal to a decision of the Upper Tribunal (Lands Chamber) in the case of *Brickfield Properties Limited v Paul Botten* [2013] UKUT 0133 (LC) made by His Honour Judge Huskinson on 6th March 2013. That case is of relevance principally on two points. First, does the Tribunal have the jurisdiction to make the variation retrospective? The Applicant invites the Tribunal so to specify in the draft order prepared. Secondly, it deals with questions of prejudice, and whether or not this is a case in which such prejudice would arise for the respondents if the variation requested were made.

16. It is not necessary to recite verbatim the relevant observations by the learned Judge in that case but suffice it to say that, on the first point, that is to say the backdating, the Upper Tribunal found, upon a proper construction of the Act, that the Tribunal had a broad discretion and power to backdate. Secondly, on the question of prejudice, the Upper Tribunal found that in a case of this kind, it can always be said that the Respondent leaseholder will be in a worse position if the percentage is increased, but that does not constitute prejudice for the purposes of the Act. In effect, it is the loss of a windfall which was unintended and undeserved flowing from the inability to recover 100% of the costs which ought to be recoverable.

17. The Tribunal agrees with the submissions made on behalf of the Applicant in this case. It seems to the Tribunal that there has indeed been an error in the calculation of the percentages payable in respect of the block maintenance charge which, if not varied, would result in it being impossible to recover 100% of the correct service charge. Specifically, the Tribunal finds for the reasons advanced and set out above, that the lease fails to make satisfactory provision with respect to the computation of a service charge payable under the lease.

18. Moreover, the Tribunal is satisfied that this is not a variation which the Tribunal should decline because of prejudice not capable of compensation under the abovementioned provisions of the Act. Indeed, the Tribunal finds that there is no such prejudice for the reasons identified in the *Brickfield* case referred to above. The Tribunal in this particular case, has been informed on behalf of the Applicant that in fact the service charges demanded and paid from the inception of the leases have been calculated by reference to the correct percentage rather than the defective percentage provided for in the leases. As understood by the Tribunal, those charges have been paid by the various leaseholders, and so there is no prejudice to them either for the reason given in the *Brickfield* case (deprivation of a windfall is not prejudice) nor in the sense that upon the making of this variation they will be presented with an unusually high service charge demand, to make up for the shortfall which has occurred by claiming insufficient funds. As a matter of fact, the correct funds have always been claimed and paid.

Conclusion

19. For the reasons indicated above, the Tribunal is satisfied that the variation sought properly comes within the provisions of section 35(2)(f) of the Act, and that the Order as sought should be made, and is made. The form of order is as appears at page 157 – 170 of the hearing bundle. The Applicant has confirmed that it will not seek to recover its costs, and for the avoidance of doubt, an order is made under section 20C of the Landlord and Tenant Act 1985, that no part of the costs incurred in making this application shall be recoverable against the Respondents as part of the service charge.

20. In a sense, the order to be made, is a complicated order, in that a whole series of newly calculated percentages have had to be set out. However, that work has been done, and appears in the fourth schedule to the draft order submitted as part of the application.. The mechanics

for the variation, as understood by the Tribunal will not be to execute deeds of variation in respect of these 297 flats (which would be an expensive and cumbersome exercise) but instead to give notification to the Land Registry, so that the title of each leasehold interest has this order of the Tribunal registered against it. This is a course similar to that taken in the *Brickfield* case.

21. Accordingly, the Tribunal makes the order in the form requested by the Applicant appearing at pages 157 – 170 of the hearing bundle and which is attached to this Decision.

JUDGE SHAW

7th August 2019

Case Number:

LON/00AH/LVT/2019/0002

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

IN THE MATTER OF

Morello Quarter, Cherry Orchard Road, Croydon

BETWEEN:

MENTRA REDROW LIMITED

Applicant

and

**VARIOUS LEASEHOLDERS OF FLATS AT THE MORELLO
QUARTER**

Respondents

ORDER

UPON DETERMINING THAT each of the 297 leases of apartments situated at the Morello Quarter, Cherry Orchard Road, Croydon (the details of which are more particularly set out in the First Schedule hereto) (“Leases”)

fails to make satisfactory provision with respect to the computation of a service charge payable under the lease.

AND UPON DETERMINING THAT the object to be achieved cannot be satisfactorily achieved unless all of the leases are varied to the same effect

Pursuant to Section 38(4) 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 said variation of the Leases should take effect from the date of the original grant of the Lease in each case.

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

MORELLO QUARTER APARTMENTS

SCHEDULE OF LEASES

Apartment Number	Date of lease	Term of lease	Title Number
Maraschino			
1	17.11.2016	999 years from 01.01.2014	SGL770628
2	29.11.2016	999 years from 01.01.2014	SGL776602

3	25.11.2016	999 years from 01.01.2014	SGL776552
5	31.10.2016	999 years from 01.01.2014	SGL775946
6	09.12.2016	999 years from 01.01.2014	SGL778318
9	28.10.2016	999 years from 01.01.2014	SGL778311
10	11.11.2016	999 years from 01.01.2014	SGL778355
11	28.10.2016	999 years from 01.01.2014	SGL775531
12	21.10.2016	999 years from 01.01.2014	SGL775651
13	04.11.2016	999 years from 01.01.2014	SGL778361
14	21.10.2016	999 years from 01.01.2014	SGL784364
15	21.10.2016	999 years from 01.01.2014	SGL778312
16	21.10.2016	999 years from 01.01.2014	SGL778304
17	25.11.2016	999 years from 01.01.2014	SGL778307
18	26.10.2016	999 years from 01.01.2014	SGL776305
19	31.10.2016	999 years from 01.01.2014	SGL797418

21	20.10.2016	999 years from 01.01.2014	SGL776341
22	20.10.2016	999 years from 01.01.2014	SGL775411
23	20.10.2016	999 years from 01.01.2014	SGL775641
24	23.11.2016	999 years from 01.01.2014	SGL778438
26	28.10.2016	999 years from 01.01.2014	SGL775518
27	11.11.2016	999 years from 01.01.2014	SGL778367
28	01.11.2016	999 years from 01.01.2014	SGL777997
29	28.10.2016	999 years from 01.01.2014	SGL778309
30	28.10.2016	999 years from 01.01.2014	SGL778304
31	28.10.2016	999 years from 01.01.2014	SGL778359
32	04.11.2016	999 years from 01.01.2014	SGL778323
34	04.11.2016	999 years from 01.01.2014	SGL775621
36	09.12.2016	999 years from 01.01.2014	SGL778321
38	24.10.2016	999 years from 01.01.2014	SGL778315

41	18.11.2016	999 years from 01.01.2014	SGL776723
43	13.12.2016	999 years from 01.01.2014	SGL778198
44	10.11.2016	999 years from 01.01.2014	SGL777961
Cherry Orchard Road			
43, 45	19.05.2017	999 years from 01.01.2014	SGL782240
44, 45	19.05.2017	999 years from 01.01.2014	SGL781860
45, 45	18.05.2017	999 years from 01.01.2014	SGL782237
46, 45	26.05.2017	999 years from 01.01.2014	SGL782346
51, 45	10.05.2017	999 years from 01.01.2014	SGL782032
52, 45	05.05.2017	999 years from 01.01.2014	SGL781790
53, 45	25.05.2017	999 years from 01.01.2014	SGL782252
55, 45	12.05.2017	999 years from 01.01.2014	SGL782243
56, 45	12.05.2017	999 years from 01.01.2014	SGL782259

57, 45	21.04.2017	999 years from 01.01.2014	SGL781675
59, 45	28.04.2017	999 years from 01.01.2014	SGL782216
60, 45	28.04.2017	999 years from 01.01.2014	SGL781226
61, 45	28.04.2017	999 years from 01.01.2014	SGL781244
63, 45	13.04.2017	999 years from 01.01.2014	SGL781229
64, 45	13.04.2017	999 years from 01.01.2014	SGL781196
68, 45	13.04.2017	999 years from 01.01.2014	SGL780905
69, 45	07.04.2017	999 years from 01.01.2014	SGL780755
71, 45	13.04.2017	999 years from 01.01.2014	SGL781868
74, 45	07.04.2017	999 years from 01.01.2014	SGL781237
75, 45	31.03.2017	999 years from 01.01.2014	SGL780845
76, 45	20.03.2017	999 years from 01.01.2014	SGL781251
77, 45	07.04.2017	999 years from 01.01.2014	SGL781230
78, 45	05.04.2017	999 years from 01.01.2014	SGL780931

79, 45	27.03.2017	999 years from 01.01.2014	SGL780658
80, 45	07.04.2017	999 years from 01.01.2014	SGL780863
82, 45	31.03.2017	999 years from 01.01.2014	SGL781194
86, 45	24.03.2017	999 years from 01.01.2014	SGL781223
87, 45	24.03.2017	999 years from 01.01.2014	SGL781234
88, 45	09.05.2017	999 years from 01.01.2014	SGL781861
90, 45	24.03.2017	999 years from 01.01.2014	SGL781232
4, 47	10.05.2017	999 years from 01.01.2014	SGL781807
7, 47	25.11.2016	999 years from 01.01.2014	SGL778724
8, 47	11.11.2016	999 years from 01.01.2014	SGL778442
20, 47	11.11.2016	999 years from 01.01.2014	SGL778441
25, 47	06.12.2016	999 years from 01.01.2014	SGL778486
33, 47	14.11.2016	999 years from 01.01.2014	SGL779909
35, 47	04.11.2016	999 years from 01.01.2014	SGL778451

37, 47	11.11.2016	999 years from 01.01.2014	SGL779911
39, 47	11.11.2016	999 years from 01.01.2014	SGL778723
40, 47	14.11.2016	999 years from 01.01.2014	SGL778443
42, 47	13.12.2016	999 years from 01.01.2014	SGL778465
Santina			
1	20.10.2017	999 years from 01.01.2014	SGL787397
2	03.11.2017	999 years from 01.01.2014	SGL787122
3	22.01.2018	999 years from 01.01.2014	SGL789579
4	13.10.2017	999 years from 01.01.2014	SGL788707
5	23.08.2017	999 years from 01.01.2014	SGL786210
6	06.11.2017	999 years from 01.01.2014	SGL787310
7	18.08.2017	999 years from 01.01.2014	SGL785598
8	09.10.2017	999 years from 01.01.2014	SGL787436
9	18.08.2017	999 years from	SGL788107

		01.01.2014	
10	28.07.2017	999 years from 01.01.2014	SGL784958
11	27.07.2017	999 years from 01.01.2014	SGL785988
12	04.08.2017	999 years from 01.01.2014	SGL784117
13	25.08.2017	999 years from 01.01.2014	SGL785319
14	11.08.2017	999 years from 01.01.2014	SGL784737
15	04.08.2017	999 years from 01.01.2014	SGL784728
16	17.08.2017	999 years from 01.01.2014	SGL785286
17	18.08.2017	999 years from 01.01.2014	SGL785148
18	04.08.2017	999 years from 01.01.2014	SGL784015
19	31.08.2017	999 years from 01.01.2014	SGL786212
20	21.07.2017	999 years from 01.01.2014	SGL783861
21	21.07.2017	999 years from 01.01.2014	SGL783836
22	04.08.2017	999 years from 01.01.2014	SGL784286
23	28.07.2017	999 years from	SGL783959

		01.01.2014	
24	28.07.2017	999 years from 01.01.2014	SGL784733
25	17.07.2017	999 years from 01.01.2014	SGL783409
26	21.07.2017	999 years from 01.01.2014	SGL783862
27	14.07.2017	999 years from 01.01.2014	SGL783869
28	23.06.2017	999 years from 01.01.2014	SGL783415
29	14.07.2017	999 years from 01.01.2014	SGL784243
30	21.07.2017	999 years from 01.01.2014	SGL783641
31	07.07.2017	999 years from 01.01.2014	SGL783110
32	21.07.2017	999 years from 01.01.2014	SGL784781
33	17.07.2017	999 years from 01.01.2014	SGL783410
34	28.07.2017	999 years from 01.01.2014	SGL784278
35	09.06.2017	999 years from 01.01.2014	SGL782523
36	07.06.2017	999 years from 01.01.2014	SGL786168
37	26.05.2017	999 years from	SGL782728

		01.01.2014	
38	07.07.2017	999 years from 01.01.2014	SGL784491
39	07.07.2017	999 years from 01.01.2014	SGL783106
40	31.07.2017	999 years from 01.01.2014	SGL785150
41	10.07.2017	999 years from 01.01.2014	SGL783513
42	16.06.2017	999 years from 01.01.2014	SGL785765
47	26.05.2017	999 years from 01.01.2014	SGL783189
48	31.05.2017	999 years from 01.01.2014	SGL782792
49	05.06.2017	999 years from 01.01.2014	SGL782970
50	31.05.2017	999 years from 01.01.2014	SGL783059
54	09.06.2017	999 years from 01.01.2014	SGL783160
58	25.04.2017	999 years from 01.01.2014	SGL782888
62	03.05.2017	999 years from 01.01.2014	SGL782499
65	13.04.2017	999 years from 01.01.2014	SGL787972
66	05.05.2017	999 years from	SGL783242

		01.01.2014	
67	18.05.2017	999 years from 01.01.2014	SGL783274
70	07.04.2017	999 years from 01.01.2014	SGL783514
73	28.04.2017	999 years from 01.01.2014	SGL786617
81	24.03.2017	999 years from 01.01.2014	SGL785599
83	26.05.2017	999 years from 01.01.2014	SGL782821
84	19.05.2017	999 years from 01.01.2014	SGL783257
85	13.04.2017	999 years from 01.01.2014	SGL781462
89	23.05.2017	999 years from 01.01.2014	SGL782329
Rainier			
1	15.03.2018	999 years from 01.01.2014	SGL790597
2	18.12.2017	999 years from 01.01.2014	SGL789157
3	12.02.2018	999 years from 01.01.2014	SGL790402
4	18.12.2017	999 years from 01.01.2014	SGL789020

5	02.02.2018	999 years from 01.01.2014	SGL789750
6	19.09.2017	999 years from 01.01.2014	SGL785813
7	25.08.2017	999 years from 01.01.2014	SGL785950
8	25.08.2017	999 years from 01.01.2014	SGL786208
9	25.08.2017	999 years from 01.01.2014	SGL785010
10	14.08.2017	999 years from 01.01.2014	SGL784970
11	13.09.2017	999 years from 01.01.2014	SGL785252
12	02.10.2017	999 years from 01.01.2014	SGL786513
13	11.09.2017	999 years from 01.01.2014	SGL785575
14	01.09.2017	999 years from 01.01.2014	SGL784982
15	22.09.2017	999 years from 01.01.2014	SGL786166
16	01.09.2017	999 years from 01.01.2014	SGL786463
17	25.08.2017	999 years from 01.01.2014	SGL785836
18	01.09.2017	999 years from 01.01.2014	SGL786407

19	02.08.2017	999 years from 01.01.2014	SGL784784
20	17.11.2017	999 years from 01.01.2014	SGL788157
21	08.09.2017	999 years from 01.01.2014	SGL791158
22	01.09.2017	999 years from 01.01.2014	SGL785198
23	25.08.2017	999 years from 01.01.2014	SGL785057
24	01.09.2017	999 years from 01.01.2014	SGL785406
25	01.09.2017	999 years from 01.01.2014	SGL785892
26	02.10.2017	999 years from 01.01.2014	SGL786793
27	14.08.2017	999 years from 01.01.2014	SGL784802
28	14.08.2017	999 years from 01.01.2014	SGL784862
29	01.09.2017	999 years from 01.01.2014	SGL784998
30	25.08.2017	999 years from 01.01.2014	SGL785679
31	11.08.2017	999 years from 01.01.2014	SGL785194
32	08.09.2017	999 years from 01.01.2014	SGL787265

33	29.09.2017	999 years from 01.01.2014	SGL785811
34	11.08.2017	999 years from 01.01.2014	SGL784520
35	27.09.2017	999 years from 01.01.2014	SGL786869
36	11.08.2017	999 years from 01.01.2014	SGL784394
37	07.12.2017	999 years from 01.01.2014	SGL788039
38	14.08.2017	999 years from 01.01.2014	SGL784848
39	14.08.2017	999 years from 01.01.2014	SGL784903
40	30.11.2017	999 years from 01.01.2014	SGL788937
41	15.09.2017	999 years from 01.01.2014	SGL785545
42	18.08.2017	999 years from 01.01.2014	SGL789679
43	18.08.2017	999 years from 01.01.2014	SGL784458
44	12.01.2018	999 years from 01.01.2014	SGL789574
45	06.10.2017	999 years from 01.01.2014	SGL786051
46	08.09.2017	999 years from 01.01.2014	SGL785299

47	04.10.2017	999 years from 01.01.2014	SGL786535
48	25.08.2017	999 years from 01.01.2014	SGL785803
49	25.08.2017	999 years from 01.01.2014	SGL786263
50	25.08.2017	999 years from 01.01.2014	SGL786041
51	19.01.2018	999 years from 01.01.2014	SGL789570
52	01.09.2017	999 years from 01.01.2014	SGL785028
53	31.08.2017	999 years from 01.01.2014	SGL785027
54	10.10.2017	999 years from 01.01.2014	SGL786192
55	22.09.2017	999 years from 01.01.2014	SGL785465
56	15.11.2017	999 years from 01.01.2014	SGL787553
57	15.09.2017	999 years from 01.01.2014	SGL786207
58	11.10.2017	999 years from 01.01.2014	SGL787144
59	22.09.2017	999 years from 01.01.2014	SGL785634
60	05.10.2017	999 years from 01.01.2014	SGL786812

61	29.09.2017	999 years from 01.01.2014	SGL786218
62	25.08.2017	999 years from 01.01.2014	SGL785792
63	29.09.2017	999 years from 01.01.2014	SGL786547
64	29.09.2017	999 years from 01.01.2014	SGL786217
65	23.02.2018	999 years from 01.01.2014	SGL790287
66	10.10.2017	999 years from 01.01.2014	SGL786955
67	10.11.2017	999 years from 01.01.2014	SGL787283
68	15.09.2017	999 years from 01.01.2014	SGL786613
69	13.09.2017	999 years from 01.01.2014	SGL785607
70	15.09.2017	999 years from 01.01.2014	SGL786029
71	15.09.2017	999 years from 01.01.2014	SGL786236
72	16.02.2018	999 years from 01.01.2014	SGL790078
73	13.10.2017	999 years from 01.01.2014	SGL786754
74	25.09.2017	999 years from 01.01.2014	SGL786926

75	22.09.2017	999 years from 01.01.2014	SGL786661
76	15.09.2017	999 years from 01.01.2014	SGL785308
77	15.09.2017	999 years from 01.01.2014	SGL786242
78	24.11.2017	999 years from 01.01.2014	SGL787618
79	30.10.2017	999 years from 01.01.2014	SGL786781
80	27.10.2017	999 years from 01.01.2014	SGL787001
81	28.02.2018	999 years from 01.01.2014	SGL790592
82	29.09.2017	999 years from 01.01.2014	SGL791656
83	29.09.2017	999 years from 01.01.2014	SGL786952
84	23.11.2017	999 years from 01.01.2014	SGL787595
85	27.03.2018	999 years from 01.01.2014	SGL791628
86	20.10.2017	999 years from 01.01.2014	SGL787136
87	20.10.2017	999 years from 01.01.2014	SGL787276
89	20.10.2017	999 years from 01.01.2014	SGL787132

90	24.11.2017	999 years from 01.01.2014	SGL788439
91	14.12.2017	999 years from 01.01.2014	SGL789027
92	19.12.2017	999 years from 01.01.2014	SGL789237
93	26.01.2018	999 years from 01.01.2014	SGL790094
94	28.02.2018	999 years from 01.01.2014	SGL790293
95	03.11.2017	999 years from 01.01.2014	SGL786954
96	30.11.2017	999 years from 01.01.2014	SGL787696
97	12.12.2017	999 years from 01.01.2014	SGL788179
98	16.11.2017	999 years from 01.01.2014	SGL787346
99	02.02.2018	999 years from 01.01.2014	SGL789375
100	17.12.2017	999 years from 01.01.2014	SGL788041
101	10.11.2017	999 years from 01.01.2014	SGL787780
102	01.12.2017	999 years from 01.01.2014	SGL788509
103	14.09.2018	999 years from 01.01.2014	SGL796808

104	26.01.2018	999 years from 01.01.2014	SGL789346
105	16.02.2018	999 years from 01.01.2014	SGL790787
106	08.12.2017	999 years from 01.01.2014	SGL788994
107	08.12.2017	999 years from 01.01.2014	SGL789663
108	12.01.2018	999 years from 01.01.2014	SGL788887
109	14.12.2017	999 years from 01.01.2014	SGL788059
110	19.01.2018	999 years from 01.01.2014	SGL792493
111	20.12.2017	999 years from 01.01.2014	SGL788570
112	18.12.2017	999 years from 01.01.2014	SGL789307
Amarelle			
2	05.03.2018	999 years from 01.01.2014	SGL790437
3	16.03.2018	999 years from 01.01.2014	SGL791321
4	02.02.2018	999 years from 01.01.2014	SGL789558
5	15.12.2017	999 years from	SGL790188

		01.01.2014	
6	15.12.2017	999 years from 01.01.2014	SGL789140
7	15.12.2017	999 years from 01.01.2014	SGL789121
8	08.06.2018	999 years from 01.01.2014	SGL793749
9	26.01.2018	999 years from 01.01.2014	SGL789952
10	08.12.2017	999 years from 01.01.2014	SGL788656
11	01.12.2017	999 years from 01.01.2014	SGL789146
12	01.12.2017	999 years from 01.01.2014	SGL788389
14	21.12.2017	999 years from 01.01.2014	SGL790000
15	24.11.2017	999 years from 01.01.2014	SGL788458
16	07.12.2017	999 years from 01.01.2014	SGL788222
17	24.11.2017	999 years from 01.01.2014	SGL788611
18	22.06.2018	999 years from 01.01.2014	SGL796410
19	20.12.2017	999 years from 01.01.2014	SGL788888
20	17.11.2017	999 years from	SGL791162

		01.01.2014	
21	17.11.2017	999 years from 01.01.2014	SGL787711
22	17.11.2017	999 years from 01.01.2014	SGL788312
23	29.06.2018	999 years from 01.01.2014	SGL794704
24	17.11.2017	999 years from 01.01.2014	SGL788052
25	16.10.2017	999 years from 01.01.2014	SGL787213
26	15.12.2017	999 years from 01.01.2014	SGL789039
27	24.11.2017	999 years from 01.01.2014	SGL788353
28	23.11.2017	999 years from 01.01.2014	SGL788412
29	13.11.2017	999 years from 01.01.2014	SGL787268
30	21.12.2017	999 years from 01.01.2014	SGL788520
31	18.12.2017	999 years from 01.01.2014	SGL789288
32	08.12.2017	999 years from 01.01.2014	SGL788697
33	21.12.2017	999 years from 01.01.2014	SGL788738
34	15.12.2017	999 years from	SGL788289

		01.01.2014	
35	09.03.2018	999 years from 01.01.2014	SGL791349
37	10.11.2017	999 years from 01.01.2014	SGL787765
38	19.12.2017	999 years from 01.01.2014	SGL788322
39	26.01.2018	999 years from 01.01.2014	SGL789339
40	23.11.2017	999 years from 01.01.2014	SGL788315
41	19.01.2018	999 years from 01.01.2014	SGL789090
42	10.11.2017	999 years from 01.01.2014	SGL787769
43	23.11.2017	999 years from 01.01.2014	SGL788417
44	13.11.2017	999 years from 01.01.2014	SGL787404
45	19.02.2018	999 years from 01.01.2014	SGL789929
46	19.01.2018	999 years from 01.01.2014	SGL789756
47	10.11.2017	999 years from 01.01.2014	SGL787784
48	01.12.2017	999 years from 01.01.2014	SGL788087
49	17.07.2018	999 years from	SGL795889

		01.01.2014	
50	31.07.2018	999 years from 01.01.2014	SGL795552
51	12.01.2018	999 years from 01.01.2014	SGL790272

THE SECOND SCHEDULE

**VARIATIONS TO LEASES OF FLATS AT THE MORELLO
QUARTER, CHERRY ORCHARD ROAD, CROYDON**

The percentage figure specified in of Part III of the Sixth Schedule shall be deleted from each and every Lease and substituted in each case with the corresponding figure set out in the Third Schedule hereto

THE THIRD SCHEDULE
(New Block Maintenance Charge Percentages)

Block	Apartment Number	New Block Maintenance Charge Percentage
Amarelle	1	3.1823
Amarelle	2	1.3731
Amarelle	3	1.4218
Amarelle	4	1.9229
Amarelle	5	1.4218
Amarelle	6	1.8226
Amarelle	7	2.0691
Amarelle	8	2.9601
Amarelle	9	1.3731
Amarelle	10	1.4218
Amarelle	11	1.8226
Amarelle	12	2.0691
Amarelle	13	2.9601
Amarelle	14	1.3731
Amarelle	15	1.4218
Amarelle	16	1.8226
Amarelle	17	2.0691
Amarelle	18	2.9601
Amarelle	19	1.3731
Amarelle	20	1.4218
Amarelle	21	1.8226

Amarelle	22	2.0691
Amarelle	23	2.9601
Amarelle	24	1.3731
Amarelle	25	1.4218
Amarelle	26	1.8226
Amarelle	27	2.0691
Amarelle	28	2.9601
Amarelle	29	1.3731
Amarelle	30	3.4827
Amarelle	31	2.0854
Amarelle	32	2.6947
Amarelle	33	1.8739
Amarelle	34	2.0854
Amarelle	35	2.5322
Amarelle	36	1.8768
Amarelle	37	1.354
Amarelle	38	1.4083
Amarelle	39	1.8253
Amarelle	40	1.8768
Amarelle	41	1.354
Amarelle	42	1.4082
Amarelle	43	1.8252
Amarelle	44	1.8768
Amarelle	45	1.354
Amarelle	46	1.4082
Amarelle	47	1.8252
Amarelle	48	2.8788
Amarelle	49	1.8768
Amarelle	50	1.8252
Amarelle	51	3.1388
	Totals	100.00%

Block	Apartment Number	New Block Maintenance Charge Percentage
Rainier	1	0.953
Rainier	2	1.2552
Rainier	3	0.7517
Rainier	4	1.042
Rainier	5	0.778
Rainier	6	0.9573
Rainier	7	0.8197
Rainier	8	0.7321
Rainier	9	1.1755
Rainier	10	0.7613
Rainier	11	0.9308
Rainier	12	0.8892
Rainier	13	0.9503
Rainier	14	0.753
Rainier	15	0.7281
Rainier	16	1.1755
Rainier	17	0.7613
Rainier	18	0.9323
Rainier	19	0.8892
Rainier	20	0.9503
Rainier	21	0.753
Rainier	22	0.7281
Rainier	23	1.1755
Rainier	24	0.7613
Rainier	25	0.9323
Rainier	26	0.8892
Rainier	27	0.9503
Rainier	28	0.753

Rainier	29	0.7281
Rainier	30	1.1755
Rainier	31	0.7613
Rainier	32	0.9323
Rainier	33	0.8892
Rainier	34	0.9503
Rainier	35	0.753
Rainier	36	0.7281
Rainier	37	1.1755
Rainier	38	0.7613
Rainier	39	0.9323
Rainier	40	0.8892
Rainier	41	0.9503
Rainier	42	0.753
Rainier	43	0.7281
Rainier	44	1.1755
Rainier	45	0.7613
Rainier	46	0.9323
Rainier	47	0.8892
Rainier	48	0.9503
Rainier	49	0.753
Rainier	50	0.7281
Rainier	51	1.1755
Rainier	52	0.7613
Rainier	53	0.9323
Rainier	54	0.8892
Rainier	55	0.9546
Rainier	56	0.753
Rainier	57	0.7281
Rainier	58	0.9378
Rainier	59	0.9308
Rainier	60	0.8892
Rainier	61	0.9546

Rainier	62	0.753
Rainier	63	0.7281
Rainier	64	0.9378
Rainier	65	0.9323
Rainier	66	0.8892
Rainier	67	0.9546
Rainier	68	0.753
Rainier	69	0.7281
Rainier	70	0.9378
Rainier	71	0.9323
Rainier	72	0.8892
Rainier	73	0.9546
Rainier	74	0.753
Rainier	75	0.7281
Rainier	76	0.9378
Rainier	77	0.9323
Rainier	78	0.8892
Rainier	79	0.9546
Rainier	80	0.753
Rainier	81	0.7281
Rainier	82	0.9378
Rainier	83	0.9323
Rainier	84	0.8892
Rainier	85	0.9546
Rainier	86	0.753
Rainier	87	0.7281
Rainier	88	0.9378
Rainier	89	0.9323
Rainier	90	0.8892
Rainier	91	0.9546
Rainier	92	0.753
Rainier	93	0.7281
Rainier	94	0.9378

Rainier	95	0.9323
Rainier	96	0.8892
Rainier	97	0.9546
Rainier	98	0.753
Rainier	99	0.7281
Rainier	100	0.9378
Rainier	101	0.9323
Rainier	102	0.8892
Rainier	103	0.9546
Rainier	104	0.753
Rainier	105	0.7238
Rainier	106	0.9337
Rainier	107	0.9308
Rainier	108	0.8892
Rainier	109	1.5685
Rainier	110	0.9822
Rainier	111	0.9795
Rainier	112	1.5422
	Totals	100.00%

Block	Apartment Number	New Block Maintenance Charge Percentage
Santina	1	1.0007

Santina	2	1.265
Santina	3	2.139
Santina	4	0.9056
Santina	5	0.9708
Santina	6	1.4658
Santina	7	1.2068
Santina	8	0.9002
Santina	9	1.2474
Santina	10	0.902
Santina	11	0.9708
Santina	12	1.4606
Santina	13	0.9249
Santina	14	0.9513
Santina	15	1.1998
Santina	16	0.9002
Santina	17	1.2491
Santina	18	0.902
Santina	19	0.9708
Santina	20	1.4606
Santina	21	0.9249
Santina	22	0.9513
Santina	23	1.1998
Santina	24	0.9002
Santina	25	1.2491
Santina	26	0.902
Santina	27	0.9708
Santina	28	1.457
Santina	29	0.9233
Santina	30	0.9513
Santina	31	1.1998
Santina	32	0.9002
Santina	33	1.2491
Santina	34	0.902

Santina	35	0.969
Santina	36	1.457
Santina	37	0.9233
Santina	38	0.9513
Santina	39	1.1998
Santina	40	0.9002
Santina	41	1.2491
Santina	42	0.902
Santina	43	0.969
Santina	44	1.457
Santina	45	0.9233
Santina	46	0.9513
Santina	47	1.1998
Santina	48	0.9002
Santina	49	1.2491
Santina	50	0.902
Santina	51	1.2068
Santina	52	0.932
Santina	53	0.9567
Santina	54	1.1998
Santina	55	1.0782
Santina	56	1.0782
Santina	57	1.2068
Santina	58	0.932
Santina	59	0.9567
Santina	60	1.1998
Santina	61	1.0765
Santina	62	1.0765
Santina	63	1.2068
Santina	64	0.932
Santina	65	0.9567
Santina	66	1.1998
Santina	67	1.0765

Santina	68	1.0765
Santina	69	1.2068
Santina	70	0.932
Santina	71	0.9567
Santina	72	1.1998
Santina	73	1.0765
Santina	74	1.0765
Santina	75	1.2068
Santina	76	0.932
Santina	77	0.9567
Santina	78	1.1998
Santina	79	1.0765
Santina	80	1.0765
Santina	81	1.2068
Santina	82	0.932
Santina	83	0.9567
Santina	84	1.1998
Santina	85	1.0765
Santina	86	1.0765
Santina	87	1.982
Santina	88	1.2738
Santina	89	1.2579
Santina	90	2.0155
	Total	100%

Block	Apartment Number	New Block Maintenance Charge Percentage
Maraschino	1	3.2772
Maraschino	2	2.226
Maraschino	3	3.7488
Maraschino	4	2.2293
Maraschino	5	1.9575
Maraschino	6	1.8924
Maraschino	7	2.4941
Maraschino	8	2.0046
Maraschino	9	2.041
Maraschino	10	1.9214
Maraschino	11	2.2293
Maraschino	12	1.9575
Maraschino	13	1.8924
Maraschino	14	2.4941
Maraschino	15	2.0046
Maraschino	16	2.041
Maraschino	17	1.9214
Maraschino	18	2.2293
Maraschino	19	1.9575
Maraschino	20	1.8924
Maraschino	21	2.4941
Maraschino	22	2.0046
Maraschino	23	2.041
Maraschino	24	1.9214
Maraschino	25	2.2293
Maraschino	26	1.9575
Maraschino	27	1.8924

Maraschino	28	2.4941
Maraschino	29	2.0046
Maraschino	30	2.041
Maraschino	31	1.9214
Maraschino	32	2.3128
Maraschino	33	1.9575
Maraschino	34	1.8924
Maraschino	35	2.4798
Maraschino	36	2.0917
Maraschino	37	2.3165
Maraschino	38	1.9575
Maraschino	39	1.8851
Maraschino	40	2.6137
Maraschino	41	4.0456
Maraschino	42	2.3021
Maraschino	43	2.5957
Maraschino	44	4.1364
	Total	100%

