



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

Case Reference : **BIR/00CT/LVT/2020/0005**

HMCTS : **Paper**

Property : **Malvern Court 915/917 Warwick Road,
Solihull, West Midlands B91 3EP**

Applicant : **Stonewater (2) Limited**
Representative : **Shakespeare Martineau LLP**

Respondents : **The Leaseholders of Malvern Court**

Date of Application : **22nd July 2020**

Type of Application : **To vary a lease or leases pursuant to
s37 Landlord and Tenant Act 1987**

Tribunal : **Judge J R Morris**
Mr R Bryant-Pearson FRICS

Date of Order : **8th December 2020**

ORDER

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UPON the application dated 22nd July 2020 and the Tribunal's decision dated 8th December 2020

IT IS ORDERED THAT:

1) Pursuant to section 38(3) of the Landlord and Tenant Act 1987 Act all the residential long leases at the Property are varied, with effect from the date of this Order, as follows:

1. Clause 1:4

Specified Percentage 2.77% (for one-bedroom flats)

Or

Specified Percentage 3.32% (for two-bedroom flats)

2. Clause 1:13

To be deleted from the Lease

3. Clause 1:14

“Common Parts” all parts of the Development (other than those comprised in the Leases)

4. Paragraph 1 of Part II of the Fourth Schedule (Covenants by the Association as to the provisions of services)

SUBJECT to the provision of paragraph 8 of the Sixth Schedule: -

1. To use its best endeavours to maintain the services of a warden for the performance within the Development of the following duties:

(a) responding to calls from the helpline service during normal working hours

5. Paragraph 2 of Part II of the Fourth Schedule (Covenants by the Association as to the provisions of services)

To be deleted from the Lease

6. Paragraph 3 of Part II of the Fourth Schedule (Covenants by the Association as to the provisions of services)

To keep the roof foundations and external parts (including external walls and loadbearing walls and external door and windows (save the glass in any

Flat doors and windows) of the Property in good and substantial repair and to paint or otherwise treat (as may be appropriate) as often as may be reasonably necessary in a proper and workmanlike manner and with suitable materials of good quality such external parts of the Property and all other Buildings comprised in the Development

7. Paragraph 9:1 of Part II of the Fourth Schedule (Covenants by the Association as to the provisions of services)

To keep the Development and the property insured at all times from loss or damage by fire flood and such other risks and perils as the Association shall from time to time determine in sum equal to the full rebuilding costs (including the removal of debris) for the time being together with an adequate sum in respect of architect's and surveyor's fees and in the event that the Property shall be destroyed or damaged as aforesaid to lay out such moneys towards the reinstatement and rebuilding of the same subject nevertheless to the proviso contained in paragraph 6 of the Third Schedule

8. Paragraph 6 of Part II of the Fifth Schedule (Expenditure to be recovered by means of the Maintenance Charge)

All sums paid by the Association in and about the repair maintenance decoration cleaning lighting and running of the buildings the Common Parts and the Development whether or not the Association was liable to incur the same under its covenants herein contained

- 2) Pursuant to section 38(9) of the Act it is ordered that the Chief Land Registrar shall make such entries on the registers relating to the titles hereby affected for the purpose of recording and giving effect to the terms of this Order.

Judge JR Morris