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LONDON RENT ASSESSMENT PANEL

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION UNDER SECTIONS 27A & 20C OF THE LANDLORD AND TENANT ACT 1985

Case Reference: LON/00AG/LSC/2011/0522
LON/00AG/LSC/2011/0583
LON/00AG/LSC/2012/0047

Premises: 24, 146 and 151 Kiln Place London NW5 4AP

Applicants: London Borough of Camden

Represented by: Ms L. Bush; Home Ownership Services, London Borough of Camden

Also Present: Mr D. Wadsworth; Contracts Manager, Camden
Mr C. Palmer, Director, NIFES Consulting Group
Mr J. Rutter, Final Accounts Officer; Camden

Respondents: (1) Miss T. O'Shea (Flat 24)
(2) Miss B. Green (Flat 146)
(3) Ms J. M. Barrett (Flat 151)

Represented by: All in person

Also Present: Mr P. Ginsberg (Flat 104)
Mr A.J. Barnett (Flat 157)
Ms M. Smith (Flat 88)

Tribunal: Mr L. W. G. Robson LLB(Hons)
Mr N. Martindale FRICS
Mrs L. L. Hart

Hearing Dates: 30th January 2012 and 31st January 2012

Date of Decision: 27th February 2012

Decisions of the Tribunal

- (1) The Tribunal determines that the sum of £5,618 is payable by the First Respondent, £5,005 is payable by the Second Respondent, and £5,754 is payable by the Third Respondent in respect of the Major Works service charge (M&E Works; Warm Air Heating Replacement Contract CHPP 3524 (06/33))
- (2) The Tribunal makes the determinations as set out under the various headings in this Decision
- (3) The Tribunal does not make an order under section 20C of the Landlord and Tenant Act 1985
- (4) Since the Tribunal has no jurisdiction over breaches of covenant, county court costs and fees, this matter should now be referred back to the Central London County Court.

The application

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of service charges payable by the Applicant in respect of the Major Works contract noted above, under the terms of a (specimen) lease (the Lease) dated 6th March 2000, a copy of which is attached hereto as Appendix 2.
2. Proceedings were originally issued in the Central London County Court under claim nos. OUH02481, 1UC16148, and 1UC25350 respectively. The claims were then transferred to this Tribunal, by orders of the Court.
3. The relevant legal provisions are set out in the Appendix 1 to this decision.

The hearing

4. The Applicant was represented by Ms L. Bush at the hearing, and the Respondents all appeared in person.
5. Ms Barrett's case had only been transferred to the Tribunal shortly prior to the hearing. At the Pre-Trial Review, the parties agreed that the case should be heard with the other two cases but the Statement of Case from Ms Barrett could only be produced a few days prior to the hearing. The Tribunal noted that the Applicant had insufficient time to consider and reply in detail to that statement, but as the matters raised were mostly common to all applications, the Tribunal directed the Applicant to proceed, after agreeing with the parties that the following matters were in dispute:

- i) Whether the lease terms gave the Applicant power to do the work.
 - ii) Whether the Consultation Procedure was valid for this contract.
 - iii) Methodology of charging
 - iv) Whether the work was a repair or an improvement
 - v) Whether it was unreasonable to refuse consent for the Lessees to opt out of the work, and do it themselves.
 - vi) Whether the increase in the cost of the work was justified, particularly (a) when no further consultation procedure had been carried out and (b) whether the increase in cost was due to design flaws in the original scheme.
 - vii) Whether the cost had been increased due to the fact that the scheme was a pilot scheme
 - viii) The quality of the work, particularly: a) the work actually done, b) the end result for the Lessees, and c) the cost of the completed works in operation.
 - ix) Whether certain works described in the contract as unforeseen should have been foreseen and included in the estimates.
6. In answer to questions, the Applicant confirmed that the final account in this case had now been produced, and the cost was as stated in a letter to the Lessees in October 2011, (£1,117,136.08), despite some apparent confusion in a letter dated 15th December 2011. The Final Account had not yet been formally served on all the Lessees on the estate, although Ms Barrett had been sent a copy on 24th January 2012.
7. From the papers, evidence, and a photograph produced by the Respondents, the Tribunal noted that the properties subject of this application are flats in a group of four low rise blocks on part of an estate of social housing built in about 1959.
8. Having heard evidence and submissions from the parties and considered all of the documents provided, the Tribunal has made determinations on the various issues. The Tribunal's decision and reasons on each item immediately follows the parties' submissions under each heading.

i) Lease Terms

9. The Applicant submitted that all 3 leases were in materially similar terms. Clause 3 contained the Tenant's covenants, and obliged the Tenant to pay the service charges. Clause 4 contained the Landlord's covenants, and obliged the Landlord to maintain the structure and estate, and particularly heating to the individual flats (Clause 4.2.3) and a supply of hot water (clause 4.4). The original systems provided for a supply of communal hot air to each of the flats, but the tenants had individual hot water systems and paid the gas utility provider directly for the cost of fuel. The old heating system essentially provided background heat for part of the year, and was the subject of many complaints. The Applicant had decided, on advice from its consultants, NIFES, to alter the system, with the intention of providing heating and hot water through a more efficient communal system, which had heat meters for individual flats, and would charge individual tenants for heat they actually used, rather than charge a fixed charge per unit.
10. The Respondents submitted that they were not obliged to pay for the works under the terms of their leases, although they raised no particular points at the hearing.
11. Answering questions from the Tribunal about the true ambit of Clause 4.4, and whether the new system was in fact replacing both the heating and hot water systems, Ms Bush reserved her position on the question of whether the landlord was entitled to enter and replace the hot water systems under, particularly, the terms of Clause 4.4, given that the description of the property demised to the tenant under the terms of the Lease included the hot water system. After the lunch break on 30th January, Ms Bush conceded that the Lease did not give the Applicant power to replace the hot water systems. The Applicant therefore proposed a reduction in the sums demanded to take account of that concession, in accordance with a calculation produced on the second morning of the hearing.
12. The Tribunal considered the calculation. Taking into account the decisions on the matters noted in paragraph below, it concluded that the appropriate deduction to the figures originally demanded by the Applicant was 31% of the Flat 24 the billed figure was £8,142. 69% of that figure came to £5,618. For Flat 146 the billed figure was £7,254. 69% was £5,005, For Flat 151, the billed figure was £8,339.94. 69% was £5,754.

ii) Validity of Consultation Procedure

13. The Applicant submitted that the consultation procedure was in all respects valid. The Notice of intention had been served on 5th March 2007, with lessees' observations to be made by 13th April 2007. The Notice of Estimates had been dated 24th July 2007 with observations to be made by 27th August 2007. The first Respondent had made no observations at all. The second Respondent had made observations on the Notice of Intention, and a reply

had been made to her on 4th April 2007. The Second Respondent had again made observations on the Notice of Estimates on 31st July 2007, with the Applicant's reply on 20th August 2007. A notice of appointment of contractor was sent with a summary of observations sent to all lessees on 1st October 2007. The notice also gave reasons for the non-appointment of the cheapest tender.

14. The Applicant agreed that it had originally consulted on a total price for the contract of £772,110.46, based on works to 158 Flats (6 flats having been given permission prior to the Applicant's change of policy on this issue to install individual hot water and heating systems). During the contract extra work had been necessary, and the price had risen to £1,117,136.08, based on 146 flats. The increase was partly due to an increase of the original successful United House tender (just over 7%), and the rest was due to another contractor being asked to tender for the heat metering work. The total increase was about 55%. The Applicant considered that it was not necessary to reconsult on the additional tender, as the work had been originally identified and priced in the original consultation. The evidence of Mr John Rutter, the Applicant's Final Accounts Officer, (who did not provide a witness statement, but had prepared pages 341 and 342 of the bundle) was that the heat metering work (tendered at £120,000) had been removed from the contract after the tender had been accepted, and then offered to another expert contractor, after further discussions over the details of the work. The estimated cost was higher than the original estimate (£234,000), but the Applicant had decided that the higher technical specification of that work was worth the extra cost. In fact the heat metering work had cost £302,000, but £61,000 had been spent on remedial works to a main pipe under a road running between of the buildings which was discovered to have been fractured. A previous LVT had decided that the cost of that work was not recoverable, and so not charged to the lessees.
15. The Respondents submitted that the Applicant had not copied all the proposals, or supplied insufficient details of the proposals, thus preventing the Respondents from making adequate observations within the time specified by the various notices. The information was only available to be viewed on 20th March 2007, for a period of 1.5 hours in draft format, and contained no costings. The consultation period was thus only 25 days, not the statutory 30 days, and inadequate given the complexity of the scheme.
16. The Third Respondent had written a letter on 9th April, requesting further information, as she considered that only option 1 in the options appraisal document (to repair the existing system) applied to her flat. When she received no reply, she wrote again on 10th May. A reply was received on 22nd May from the Applicant, and further correspondence on the matters raised took place. On 13th August 2007, the Applicant acknowledged delay in replying to her original letter. The Third Respondent considered that the delay had in fact deprived her of the opportunity to comment on the preferred scheme, including comments on whether the scheme was appropriate, whether it would have been more cost effective for individual systems to be installed, the high cost of the works, and proposals relating to the boiler works. Referring to the Notice issued on 24th July

2007, again only restricted information was given, and at a meeting on 31st July 2007 the full estimates were not made available, only a “meaningless” extract from the successful tender. Also, again, inadequate time had been given to consider the information provided within the 2 hour period allowed by the Applicant. Further, the cost of the works had been estimate on 5th March 2007 at £1,300,000, on 24th July 2007 at £772,110.46, but then increased in January 2009, June 2010, and December 2010, it was estimated to be £1,196,567.91. There was confusion over the final amount notified in October and December 2011. There appeared to be a 55% increase in the amount originally notified in July 2007.

17. The Tribunal considered all the evidence and submissions. Contrary to the Respondents' submissions that consultation was restricted, the Applicant had given evidence of its consultation procedure, which included a programme of meetings with residents, some of which were intended to address specific concerns of leaseholders. The programme was extensive, and not seriously contested by the Respondents at the hearing. The Applicant' witnesses stated that at those meetings adequate documentation was available for consultation, and residents generally were entitled at any time to make appointments with staff to discuss matters of individual concern. The Tribunal noted that letters answering specific queries raised by the Respondents did not appear evasive, attempted to answer the queries raised, and contained invitations to raise further matters if they were not satisfied. The overall picture which emerged was that there had been genuine attempts to engage with residents' concerns, although not without the problems of liaison often encountered in large organisations. **The Tribunal decided that the consultation procedure relating to the original contract had complied with the relevant legislation.**

18. The Respondents' declared main concern at the hearing had been the increase in the price and failure to reconsult over that issue. The Applicant had now confirmed that the correct figure in the final account was £1,117,136.08. The explanation given at the hearing for the increase was accepted by the Tribunal, but while the papers served on the Respondents set out a reasonable, (although not the easiest to follow) summary of the works, **the Tribunal concluded that the Applicant had not fully complied with the consultation requirements of Section 20 of the Landlord & Tenant Act 1985, firstly by failing to operate the consultation procedure in respect of the separate contract for the heat metering, which of itself was a qualifying work, and secondly because the increase in the cost upon the amount suggested by the successful tender was in the region of 50%, which was neither a small increase in the actual cost, nor an inconsequential change in the specification for the contract.** In the Tribunal's view, any reasonable landlord, or lessee, faced with such an increase, would wish to be consulted and be satisfied that the increase was reasonable. At the hearing the Applicant suggested that it would consider making a Section 20ZA application. The Tribunal noted the evidence that the Applicant was under pressure from its political representatives at that time to make haste, but that is not of itself a good enough reason to omit the statutory consultation procedure prescribed by Section 20 of the Act. The heat metering scheme was a new departure

(described to the Tribunal by both sides as a pilot scheme), and the scheme details had not been satisfactorily finalised prior to the original tender procedure. In the Tribunal's view, the change in the specification for the system was not caused by an emergency or other unexpected event arising during the progress of the works, but was entirely predictable. Also the omission to consult over the heat metering system was not a minor matter with no material consequences for the Respondents. In addition to the extra cost, the Tribunal had heard that there were problems with the use of the heat meters, for example, the lack of sources to recharge meter keys during public holidays. Consultation might well have brought this issue to light, and resulted in a satisfactory solution built into the final scheme.

19. In the light of its findings above the **Tribunal decided that the net cost of the heat metering works (i.e. £234,000) was not properly chargeable and should be deducted from the cost of the works. Thus the total cost of the works properly consulted upon was £883,136, for the purposes of the relevant service charge.**

(iii) Methodology of charging

20. The Applicant submitted that the charging methodology for each flat was set out in paragraph 4 of the Fourth Schedule to the Lease. The service charge was calculated by reference to the rateable value of each unit as a proportion of the rateable values of all the units in each of the blocks concerned. Work done on a block would be charged out to the units in that block. Work done on the estate as a whole would be charged out to the units on the estate. It had been notified in the Notice of Intention, and had been applied in this case. In answer to questions relating to the examples given in the Notices and documentation, which suggested that the method to be applied was related to the number of bedrooms in a unit, Mr Rutter stated that the various types of units had very similar rateable values. He considered that calculating the service charges by reference to rateable values provided the fairest method.
21. The Respondents queried why the costs for properties of the same type varied from block to block. They considered that the service charges should be the same for all units of the same type on the estate.
22. The Tribunal considered the evidence and submissions. No case law was put to the Tribunal. While new properties might not have rateable values, all the properties on this estate appeared to have rateable values. Rateable values were calculated by reference to the floor area of a property. Charging by such a method seemed reasonable, and was specified in the Lease. Further, **the Tribunal decided that dividing costs by reference to each block in this case was also a fair method**, as there was then no question of service charges on blocks where the costs were more expensive than others being subsidised by those other blocks.

(iv) Whether the work was a repair or an improvement

23. The Applicant considered that all the works properly fell within the definition of repairs, as they were works of replacement, and the costs were in any event chargeable under the terms of the Lease.
24. The Respondents submitted that the works were in fact improvements and not chargeable under the Lease. Nothing had been replaced. The works did not fall within the definition of paragraphs 1 and 2 of the Fifth Schedule.
25. The Tribunal has partially dealt with this matter in paragraphs 9 to 11 above. The Tribunal decided that powers exist in Clauses 3 and 4 of the Lease for the Applicant to enter, do work on and charge for communal items, e.g., the space (warm air) heating system, but not the hot water system as in the Lease it was an item demised to the Tenant, not an item which was part of a system serving the whole block. It was not clear to the Tribunal that the distinction between repair and improvement was relevant in this case. For example, paragraph 7.1.1 of the Fourth Schedule allows the Applicant to charge for works of improvement. **In any event the Tribunal decided that those works not conceded by the Applicant at the hearing fall within the definition of repairs as defined by the Lease. No reduction is to be made to the sum demanded by the Applicant for this item**

(v) Whether it was unreasonable to refuse consent for the Lessees to opt out of the work, and do it themselves.

26. The Applicant submitted that Clause 3.15 of the Lease applied. Tenants could not make alterations without the prior approval in writing of the Landlord. It was reasonable for it to withhold consent to allow the Respondents to alter their properties, as to do so would a) make the communal system financially unviable if large numbers of units left the system, b) the existing central gas mains would not be able to maintain pressure to a large number of individual systems, in which case, the Applicant might be obliged to pay the cost to the gas supplier of upgrading the system, c) there was an increased safety risk in having individual systems and d) the maintenance costs of the system would still fall on the tenants, under the terms of the Lease, whether or not they used it. Prior to 2004, five leaseholders had been given the Applicant's consent to install individual systems. Mr Wadsworth for the Applicant did not know why, but believed that at least some had been given permission on medical grounds. In 2004, the Applicant changed its policy, and had decided to refuse all further applications, as it was considering how to replace the existing old and unsatisfactory system. Nevertheless in 2006 he understood that a further leaseholder had obtained such permission, with the assistance of a Councillor. A total of six units had permission to install their own systems. Certain other leaseholders had installed individual systems without permission, but action was being taken, and they had to pay the repair and maintenance costs in any event.

27. The Respondents submitted that from their standpoint, individual systems were more reliable and cheaper to run. They had been told by a gas fitter who knew the system that the existing pipes should be sufficient for an independent boiler. They considered that the Applicant's refusal to grant consent for them to opt out and install their own systems was unreasonable.
28. The Tribunal considered the submissions and evidence. **Section 27A appears to give the Tribunal no jurisdiction to decide such a matter.** This matter, if it cannot be agreed, is for the Court to decide. To assist the parties, The Tribunal has set out its own thoughts, although these are not binding. Clause 3.15 of the Lease referred to the possibility of consent by the Landlord, and by virtue of Section 19(2) of the Landlord & Tenant Act 1927, such a clause is deemed to contain a provision that consent to "improvements" is not to be unreasonably withheld. However, when considering such an application, the question of reasonableness is likely to be considered from the landlord's point of view, not that of the tenant. A landlord may withhold consent for reasons of good estate management. The parties might consider obtaining legal advice before proceeding further.

vi) Whether the increase in the cost of the work was justified, particularly (a) when no further consultation procedure had been carried out and (b) whether the increase in cost was due to design flaws in the original scheme. AND

ix) Whether certain works described in the contract as unforeseen should have been foreseen and included in the estimates.

29. **Item vi(a) has effectively been decided above.** It is convenient to discuss item ix) together with item vi(b)
30. Relating to item vi(b) the Applicants denied that the increase in cost was due to design flaws in the original scheme. Mr Palmer gave evidence of the background to the scheme. Apart from the metering scheme (dealt with above), and the cost of repairing the fractured main pipework (dealt with elsewhere, and not chargeable to the Respondents), there had been some unforeseen costs. These were noted in a table on pages 346- 350 of the bundle as part of the final account. In essence, he considered that using some of the existing boilers, pipework and plant was better value over the long term than immediate replacement. Their remaining designed life was 12 years. He denied that use of existing plant had caused significant unnecessary expense. Considerable unexpected expense had resulted from replacement of the secondary heating pumps, which had been expected to last a further 12 years. On investigation, it appeared that the mechanisms had failed due to foreign bodies in the system, possibly from the damaged pipework under the roadway (noted above at paragraph[]). Prior to commencement of works neither problem could have been foreseen or identified without major disruption to the (old) system. A new pressurization unit had been fitted, as the bore of the existing pipework was greater than normal. Other items had arisen as a consequence of works done under Provisional Sum items (*Tribunal's note; used in contracts when costs*

cannot be reasonably quantified in advance). The towel rails were optional for each resident, and therefore not treated as part of the original contract. Costs for Works inside dwellings was only charged if access was given by the residents concerned to do such work. This affected a number of items in the contract.

31. The Respondents submitted in relation to v(b) (in rather general terms) that design flaws in the scheme had led to increased charges. In relation to item ix) the "unforeseen" charges for; a) for replacing the heat circulation pumps should have been foreseen, as it was referred to in the Original Options Appraisal, b) the residents had been informed prior to going to tender that they could have heated towel rails, c) not all flats had had the old water tanks removed due to difficulties in removal, but they were charged for, and d) charges for damage to décor and repairs during installation to homes
32. The Tribunal considered the evidence and submissions. The Tribunal was unable to trace the cost complained of by the Respondents in item ix)d), but it considered that the detail of consequential repairs and damage to décor was not predictable, although the likelihood of such repairs and damage was predictable. The Tribunal also accepted the evidence of Mr Palmer, who appeared to be a very credible witness, and considered the amount of detail shown in the table at p.346 onwards. When questioned, Mr Palmer specifically confirmed that work not done on particular properties had been omitted from the final account. The picture which emerged was that there were not an excessive number of Provisional Sums in the Specification, and that the table showed a detailed knowledge of relatively small amounts of work done on individual flats in the Final Account. This indicated that the job was generally being well supervised and costs controlled. **The Tribunal decided that the Respondents complaints under this heading were not proved. No reduction is to be made to the sum demanded by the Applicant for this item.**

vii) Whether the cost had been increased due to the fact that the scheme was a pilot scheme

33. **This matter has effectively been decided by the Tribunal in its decision above on the cost of heat metering.**

viii) The quality of the work, particularly: a) the work actually done, b) the end result for the Lessees, and c) the cost of the completed works in operation.

34. By way of background, the parties confirmed that none of the Respondents (with several other residents) had given access for the main works to be done in their properties. At present those properties still have their own hot water systems, and use the original hot air background heating system.
35. The Applicant submitted through evidence of Mr Wadsworth, and Mr Palmer that the work actually done was of reasonable quality. There had been a number of problems including a major leak from external causes, but Mr Palmer

gave evidence that the system as installed had been checked up to the heat meters in each unit, and the amount of heat recorded at the point of entry and exit to each unit was well within what was expected. The new system was designed to be able to heat each unit to a temperature of 21degrees Centigrade over 52 weeks per year, in contrast to the previous system which only provided background heating over 39 weeks per year, and had been the subject of many complaints. Within the units, residents had been entitled to specify the positioning of radiators, (except under windows) and some had asked for radiators to be placed so as to avoid damage to their built-in furniture. Each system had a main thermostat, and each room radiator had thermostatic valves, giving considerable control to residents. They noted evidence from the Respondents' witnesses that some main thermostats had been placed ineffectively, and that some units appeared to heat unevenly. Where problems had been reported they were working with residents to resolve them. During the defects period an adviser had specifically been employed to assist residents in operating their systems, with some positive results. Some units had particular problems, particularly if they had bordered large areas of external wall. Contrary to the Respondent's evidence, the Applicant's Sustainability Team reports on the effectiveness of heat metering showed that the majority of residents had saved money and many felt that the new system had vastly improved their quality of life.

36. The Respondents submitted that there had been many problems with the installation of the system. It had been suggested by fitters and others working on the system that it was more expensive to run. A survey of 87 residents suggested that 44 were reasonably satisfied with their heating (6 of these had their own independent system). 43 residents said that they were dissatisfied with the heating. Almost all surveyed complained of the cost. Those with electric showers seemed to have much lower bills, many found the systems difficult to operate, and repairs took a long time to be done. Privately obtained estimates suggested that the cost of the work was expensive. Mr Ginsberg, Mr Barnett and Ms Smith made witness statements and gave oral evidence. Mr Ginsberg had previously had an individual system installed by his predecessor. He now had the new system. He preferred the previous system. The upstairs part of his flat was too hot for 6 months of the year. The costs in his view were not cheaper, and communicating with the Applicant was difficult. His hot water tank could not cope with 2 sequential baths or showers. There was an undiagnosed problem with his system, but it had been agreed that it was not worth the expense of replacing his upstairs tank. When the central boiler house dies, all flats lose their heating. He supplied a breakdown of his own heating costs for the period 7.7.10 – 1.01.12. The heat meter had been installed on 7.7.10. Until 30.3.11 he had been charged 3.5 pence per unit with a standing charge of 42p per day. From 1.4.11. he had been charged 5.5p per unit, with no standing charge. For part of the period the heating had been left on 24/7, to deal with a damp problem in the flat, fixed in the summer of 2010. There were some notes which were slightly difficult to interpret on the breakdown, and the periods of charge varied. It appeared that he considered that had paid £80 for hot water and heat for 3 months in the period October to December 2011. Mr Barnett complained that the cost of the heating was far in excess of the forecast of £6.84 per week by Camden for his 2 bedroom flat, but without any further detail.

The radiators were not placed to provide optimal heating. He considered that the system was inferior to his old system. A council repairman said that the system was beyond his capabilities as it was too complex. Ms Smith complained of numerous problems with the installation of the system. She made a complaint similar to Mr Barnett about the weekly cost, far in excess of the £7.82 per week forecast. The hot water system was very satisfactory, but the space heating system heated the flat unevenly, and appeared not to be controlled by the thermostat. The only time her heating had worked well was when the block heating had broken down. Other end of block tenants had a similar experience.

37. The Tribunal considered the evidence and submissions. The Tribunal decided that the work done had generally been done within the tender price. It was significant that the heat meters recorded satisfactory readings at the entry/exit to each flat. There seemed to have been no unusual problems with it during the 12 month defects period, after completion of the contract. These factors indicated that the central system as installed was performing correctly. The reported problems with the system appeared to emanate from the parts of the system in individual units, and there appeared to be some problems with ongoing maintenance of those parts. The causes appeared complex, but included different usage patterns by residents, badly located thermostats and radiators (some of these problems appear not the fault of the installers, but others are), particular problems of units at the end of blocks, and inability to operate the system correctly on the part of residents and staff working on it. Although not raised by the parties, the Tribunal notes from its own experience that thermostatically controlled valves have a reputation for being less reliable than ordinary mechanical valves.
38. The Tribunal decided that the evidence of the performance and running costs of the system was equivocal, however the causes were apparently not due to any fundamental flaw in the main system. To obtain optimal efficiency the Applicant and individual residents needed to work together to identify the causes of any physical problems in their particular properties. Also residents who used more heat than average would have to accept that their bills would be higher. That stated, it cannot be said that any of the Respondents in this case have any problems at all with the performance and running costs of the system, as they do not have it. At the hearing Mr Rutter confirmed that the Respondents would not pay for any heating costs, but would be expected to pay for the cost of maintenance of the system. **In the end the Tribunal decided that the evidence put before it did not support the Respondents' submissions on quality, performance and cost. No reduction is to be made to the sum demanded by the Applicant for this item.**

Application under s.20C

39. In the statements of case, all the Respondents applied for an order under section 20C of the 1985. At the hearing the Respondents stated as their reason for applying, that the Applicant's claim was over-inflated and thus they did not see why they should have to pay any more. Ms Bush stated that the Applicant

always reserved its position to charge the landlord's costs of the application to the service charge. Sometimes it charged such costs, sometimes it did not. The fees would be limited to the costs of Mr Palmer's attendance, £1,500 or less. The Applicant thus opposed the Section 20C application.

40. Having heard the submissions from the parties and taking into account the determinations above, the Tribunal determined to make no order under Section 20C, with the result that the Applicant may pass any of its costs incurred in connection with the proceedings before the Tribunal through the service charge (limited to £1,500 in total).

Signed: Lancelot Robson

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

Dated: 27th February 2012

Appendix 1 - relevant legislation

Landlord and Tenant Act 1985

Section 18

- (1) In the following provisions of this Act "service charge" means an amount payable by a Tenant of a dwelling as part of or in addition to the rent -
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the Landlord's costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the Landlord, or a superior Landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose -
 - (a) "costs" includes overheads, and

- (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to a Leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a Leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the Tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the Tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

- (5) But the Tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

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.

APPENDIX 2

Lease dated 6th March 2000 – See attached



PARIS SMITH & RANDALL
SOLICITORS

KDH. PSK. "LB"
13.3.2000
MKS!

DATED 6 March

1999-2000 JES

**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN**

to

Thomas O'Shea, Bridget O'Shea and Teresa O'Shea

**RIGHT TO BUY
COUNTERPART LEASE**

- of -

24 Kiln Place Lambie Street London NW5 4AJ

TERM: 125 years from the commencement date

RENT: £10 per annum

INDEX

CLAUSE/SCHEDULE		PAGE NO
CLAUSE 1	PARTICULARS AND DEFINITIONS	1
CLAUSE 2	THE GRANT	10
CLAUSE 3	TENANT'S COVENANTS	10
CLAUSE 4	LANDLORD'S COVENANTS	22
CLAUSE 5	AGREEMENTS AND DECLARATIONS	24
THE FIRST SCHEDULE	The Premises	28
THE SECOND SCHEDULE	Easements rights and privileges granted	29
THE THIRD SCHEDULE	Rights reserved and excepted	30
THE FOURTH SCHEDULE	Calculations of Service Charge and Specified Proportions	31
THE FIFTH SCHEDULE	Items of Expenditure	35
THE SIXTH SCHEDULE	Regulations	39

HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 - 1997
(HOUSING ACT 1985 AS AMENDED)

2x 1/5
9h
Olivet

LONDON BOROUGH OF CAMDEN

TITLE NO: LN172042

PROPERTY: 24 Kiln Place Lambie Street London NW5
4AJ



THIS LEASE is made the 6th day of March 2000 1999 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of the Town Hall Judd Street London WC1H 9LP (hereinafter called "the Landlord") of the one part and Thomas O'Shea, Bridget O'Shea and Teresa O'Shea of 24 Kiln Place Lambie Street London NW5 4AJ (hereinafter called "the Tenant") of the other part

WITNESSETH AS FOLLOWS :

1. PARTICULARS AND DEFINITIONS

1.1 In this Lease the expressions set out in the left hand column below shall where the context so admits have the meanings assigned thereto by the right hand column

"Act" Housing Act 1985 (as amended)

"Block":

The building or part of the building in which the Flat is situated together with any other building or buildings on the Estate which are physically linked for the purpose of the provision of services

"Category 1

Services":

These include all matters concerning the management and maintenance of the Estate for which the Landlord is responsible or for which expenditure has been properly incurred by the Landlord under the terms of the Lease (excluding those matters relating to repairs or improvements as defined in Category 2 Repairs and Category 3 Improvements respectively set out below) but including without prejudice to the generality thereof the following services (if any) which may be provided by the Landlord :

- Services maintenance of lifts entry-phones television aerials etc
- Communal heating lighting cleaning refuse storage
- Caretaker and Warden facilities
- Maintenance of grounds

- Insurance of buildings fixtures fittings
plant or machinery
- Management
- Reserve
- Other matters specified in the Offer
Notice as being in the nature of a
management or maintenance service
but excluding repairs or improvements

**"Category 2
Repairs":**

These include all matters concerning the management and maintenance of the Estate (otherwise than as set out in Category 1 Services or Category 3 Improvements) being in the nature of general repairs (including the making good of structural defects) including repair of lifts entry-phones television aerials etc and in particular but without prejudice to the generality thereof all such matters (if any) as may be specified or listed in the Offer Notice as anticipated repair works

**"Category 3
Improvements":**

These include all works carried out to the Estate in the nature of an improvement including but without prejudice to the generality thereof all

such works (if any) as may be specified as
improvements in the Offer Notice

"Commencement
Date"

6 March 2000

"Commencement of
Reference Period"

26 November 1999 which is the date specified by the Landlord in the Offer Notice as being the date by which the Lease will be granted and being a date not more than six months after the date of the Offer Notice

"Common Parts":

The entrance porch corridors hallways buildings lifts and staircases (if any) and any other parts within the Block and vehicular and pedestrian ways forecourts or drives refuse bin stores gardens (if any) and any other areas inside or outside the Block but within the Estate which are not intended to remain private and which are to be enjoyed or used by the Tenant and occupiers of the Premises in common with the occupiers of the other flats in the Block or on the Estate but excluding the roads and footpaths (if any) which are or which become public roads and footpaths

"Discount":

The sum of £50000.00

"Estate":

The property known as Kiln Place Estate and shown edged with heavy black line on Plan 2

together with all buildings thereon and thereover
and including the Common Parts

"Finance

Officer":

The Landlord's Director of Finance or such other person authorised by the Landlord to certify the Service Charge or matters relating thereto from time to time

"Flat":

The Flat described in the Premises and as further described in the First Schedule and flats has a corresponding meaning

"Ground Rent"

£10.00 (Ten pounds per annum)

"Inflation

Allowance":

The inflation allowance prescribed by the Secretary of State in accordance with the Housing (Right to Buy) (Service Charge) Order 1986 (or otherwise varied from time to time)

"Initial Period"

The period of five years starting from the date hereof except that:

- (a) where the Lease includes provisions for service charges or improvement contributions to be payable in respect of costs incurred in a period before the

date hereof the Initial Period begins with the beginning of that period

(b) where the Lease provides for service charges or improvement contributions to be calculated by reference to a Specified Annual Period the Initial Period continues until the end of the fifth such period beginning after the date hereof and

(c) where the Tenant served notice under Section 142 Housing Act 1985 deferring completion the Initial Period ends on the date on which it would have ended if the Lease had been granted on the date on which the notice was served

"Items of

Expenditure":

All those items referred to in the Fifth Schedule the costs of which form the basis of the Service Charge

"Offer Notice":

The formal written offer notice given by the Landlord to the Tenant pursuant to Section 125 of the Act

"On-Account

"Payment": As defined in Clause 3.3

"Payment Dates": 31st March: 30th June: 30th September; 31st December

"Permitted Use": as a self contained residential flat

"Person": Includes a company corporation or other body legally capable of holding land

"Plan": The plan annexed hereto showing the location and extent of the Premises

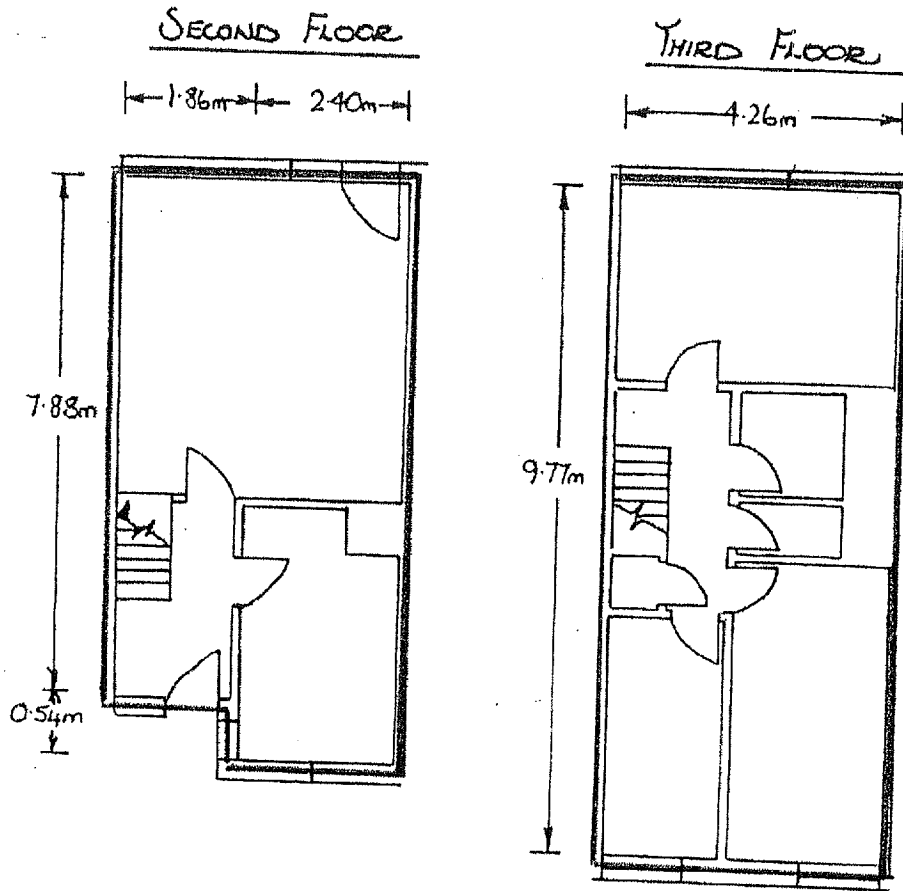
"Plan 2": The Plan annexed hereto and showing the extent of the Estate


"Premises": All that Second and Third floor flat numbered 24 Kiln Place Lambie Street London NW5 4AJ shown edged in red on the plan annexed hereto together with such garden area (if any) as may be shown coloured pink on the plan (hereinafter called the "Private Garden")

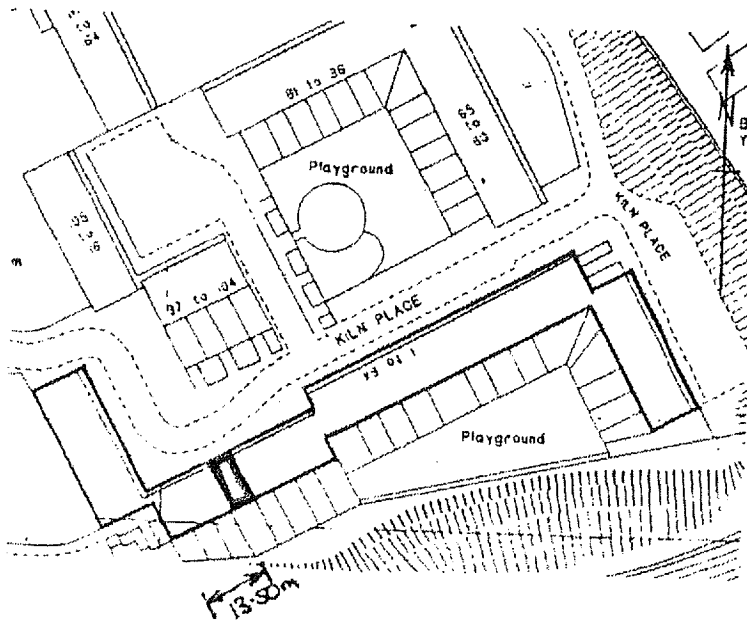
"Premium": The sum of £30000.00

"Reference Period": The period starting from the Commencement of the Reference Period and ending five years thereafter or where notice is given that the Lease will provide for a service charge or improvement

24. Kiln Place, Lamble Street, N.W.6.



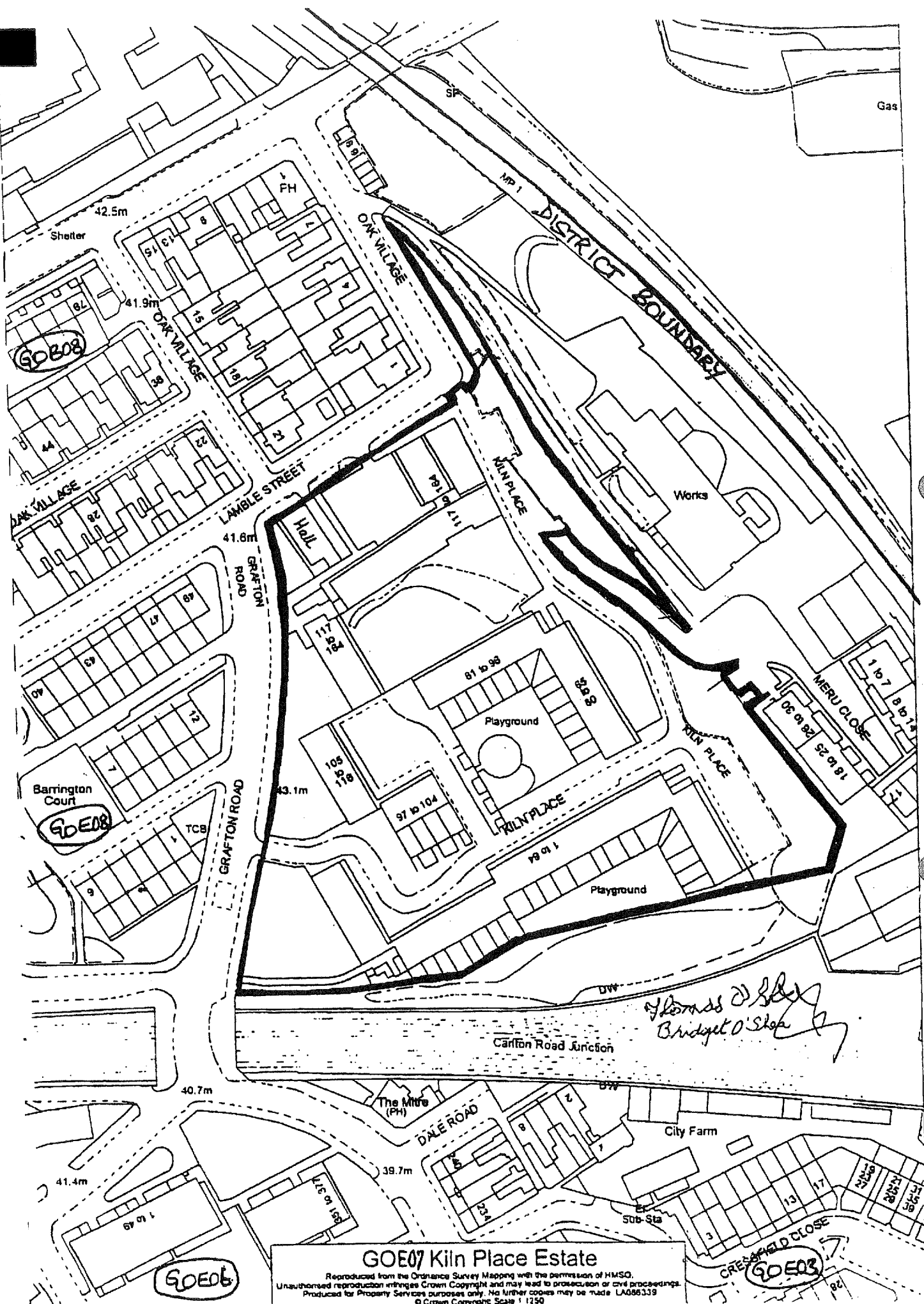

 Thomas O'Shea
 Bridget O'Shea



Not to scale.

The ordnance survey extract defines the block known as 1-64 KILN PLACE outlined in heavy black. The area delineated in red thereon shows the approximate position of the demise within the block. The extent of no. 24, KILN PLACE to be ascertained from the large plan(s)

The large plan identifies by red outline at floor level, the demised premises.



G0E07 Kiln Place Estate
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contribution to be calculated by reference to a Specified Annual Period then the Reference Period will end on the expiry of the fifth such Specified Annual Period beginning after the Commencement of the Reference Period

"Reserved

Property":

All that land and buildings comprised in the Estate but excluding the Premises and all other premises sold or let on long leases from time to time

"Service Charge":

All those reasonable costs overheads and expenses and outgoings incurred or to be incurred by the Landlord in connection with

- (a) the management and maintenance of the Estate
- (b) the carrying out of the Landlords obligations and duties and providing all such services as are required or appropriate to be provided by the Landlord under the terms of the Lease and:
- (c) the repair and maintenance, renewal, decoration insurance and management of the Block

including all such matters set out in the Fifth Schedule

"Service Cost" the amount payable by the Tenant being the Specified Proportion of the Service Charge

"Specified Annual Period": From the 1st April in any year to the 31st March in the following year or such other period of one years duration as shall from time to time be defined by the Landlord and in which case the appropriate arrangements shall be made

"Specified Proportion": The proportion of the Service Charge payable in any relevant year by the Tenant calculated in accordance with the Fourth Schedule

"Term": 125 years from the Commencement Date

1.2.1 References to the "Landlord" and "Tenant" shall include the successors in title of them respectively and successors in title in relation to the Tenant has the same meaning which that expression bears in subsection 9 (i) (a) of the Perpetuities and Accumulations Act 1964

1.2.2 Where the Tenant is more than one person the covenants on the part of the Tenants shall be joint and several covenants

1.2.3 The singular includes the plural and the masculine includes the feminine and neuter and vice versa

1.2.4 References herein to any statute or any section of any statute include a reference to any modification or re-enactment thereof for the time being in force

2. **IN CONSIDERATION** of the Premium (receipt of which the Landlord hereby acknowledges) and of the Ground Rent and of the Tenants covenants reserved and contained below the Landlord with full title guarantee **HEREBY DEMISES** the Premises to the Tenant **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule subject as therein mentioned **EXCEPT AND RESERVING** as set out in the Third Schedule **TO HOLD** the Premises unto the Tenant for the Term **YIELDING AND PAYING** therefore the Ground Rent in advance on the date hereof and annually thereafter

3. **THE TENANT COVENANTS** with the **LANDLORD** as follows:-

3.1 To pay to the Landlord the Ground Rent and all other monies due under the Lease on the Payment Dates and in the manner specified without any deduction set off or counterclaim

PROVIDED THAT if payment of Rent and Service Charge are made in accordance with any agreement reached between the Landlord and the Tenant pursuant to terms proposed in the invoice submitted by the Landlord for such payments then action will not be taken on any failure to make payments on the Payment Dates

- 3.2.1 To pay to the Landlord on demand by way of further additional rent subject to the restrictions set out below at Clauses 3.2.2 and 3.2.3 the Service Cost
- 3.2.2 The Tenants liability to contribute towards the Service Charge shall in respect of that element of the Service Charge relating to Category 2 Repairs incurred during the Initial Period of the Lease be limited as follows
- 3.2.2.1 The Tenant is not required to pay in respect of works itemised in the estimates contained in the Offer Notice any more than the amount shown as the Tenants estimated contribution in respect of that item together with the Inflation Allowance
- 3.2.2.2 The Tenant is not required to pay in respect of works not so itemised in the Offer Notice at a rate exceeding
- (a) as regards parts of the Initial Period falling within the Reference Period for the purposes of the estimates contained in the Offer Notice the estimated annual average amount shown in the estimates together with the Inflation Allowance
- (b) as regards parts of the Initial Period not falling within the Reference Period the average rate produced by averaging over the Reference Period all the works for which estimates are contained in the Offer Notice together with the Inflation Allowance
- 3.2.3 The Tenant's liability to contribute towards the Service Charge shall in respect of that element of the Service Charge relating to Category 3 Improvements incurred during the Initial Period of the Lease be limited as follows :-

- 3.2.3.1 The Tenant is not required to make any contribution in respect of works for which no estimate was given in the Offer Notice
- 3.2.3.2 The Tenant is not required to contribute in respect of works for which an estimate was given in the Offer Notice any more than the amount shown as the Tenant's estimated contributions in respect of that item together with the Inflation Allowance
- 3.3 That if required by the Landlord (subject to such statutory restrictions (if any) as may be applicable thereto) the Tenant shall pay to the Landlord such sum quarterly in advance on account of the Service Charge as the Landlord shall specify in its sole discretion to be a fair and reasonable interim payment (herein referred to as the "On-Account Payment")
- 3.4 To pay and discharge all general and water rates and other outgoings of an annual or other periodically recurring and non-capital nature which are now or may at any time hereafter during the Term be assessed rated charged or imposed upon or payable in respect of the Premises
- 3.5 To reimburse the Landlord on demand for the reasonable costs of administering and handling any insurance claim submitted by the Tenant under the terms of any policy effected by the Landlord pursuant to the provisions of Clause 4.5.1 where as a condition of the acceptance of risk the insurer reasonably requires the Landlord to administer and handle such claims
- 3.6 From time to time during the Term to pay all costs charges and expenses incurred by the Landlord in abating any nuisance in the Premises and

executing all such works as may be necessary for abating any nuisance in the Premises in obedience to a notice served by a local authority

- 3.7 To observe the restrictions and regulations specified in the Sixth Schedule or such other restrictions or regulations as the Landlord may from time to time make and publish
- 3.8.1 To pay unto the Landlord all costs charges and expenses (including legal surveyor and other professional costs and expenses) which may be incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief granted by the court
- 3.8.2 To pay all expenses including solicitors' costs and surveyors' fees incurred by the Landlord in respect of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the Term and in connection with every application for consent whether the same shall be granted or refused or withdrawn
- 3.9 Once in every fifth year of the Term and in the last quarter of the last year of the Term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood and ironwork including the internal surface of the window frames usually painted of the Flat with two good coats of good quality paint and so that such internal painting in the last year of the Term shall be of a tint or colour to be approved by the Landlord. And also with every such internal painting to whiten colour wash grain varnish paper and

otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat as have been or ought properly to be so treated and so that in the last year of the Term (however determined) the tints or colours and patterns of all such works of internal decoration shall be such as shall be approved by the Landlord

- 3.10.1 Throughout the Term and from time to time and at all times to keep the Flat and everything demised therein and the Landlords's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the Flat and the window glass thereof (but excluding any portion thereof which the Landlord covenants herein to repair) with all necessary reparations cleansing and amendments whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the Landlord shall have insured excepted (save where the insurance monies shall be irrecoverable by reason of any act or default of the Tenant his family servants licensees or agents) and to replace from time to time all Landlord's fixtures and fittings and appurtenances in the Flat which may be or become beyond repair at any time during or at the expiration or sooner determination of the Term
- 3.10.2 Throughout the Term to keep the Private Garden (if any) in a neat and tidy condition planted with suitable shrubs and plants
- 3.10.3 Not without the prior written authority of the Landlord to plant prune or lop any trees in the Private Garden (if any) nor to erect or cause to be erected any greenhouse outhouse or other structure in the Private Garden (if any)

3.11 To execute all such works as are or may be under or in pursuance of any Act or Acts of Parliament from time to time or required by any district council local or public authority to be executed at any time during the Term upon or in respect of the Premises whether by the Landlord or the Tenant thereof and to keep the Landlord indemnified against all claims demands and liability arising thereout

3.12 To permit the Landlord and its respective duly authorised surveyors and agents with or without workmen and others upon giving not less than 48 hours previous notice in writing (except in the case of emergency) at all reasonable times to enter the Premises and take particulars of additions improvements fixtures and fittings thereto or therein and to view and examine the state and condition of the Premises or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Premises accordingly **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been served on the Tenant it shall be lawful for the Landlord (but without prejudice to any other right or remedy) to enter upon the Premises and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Landlord and its agents shall be repaid to the Landlord by the Tenant on demand

3.13 To permit the Landlord its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving not less than 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Premises or any part thereof for the purpose of repairing decorating or maintaining any part of the Estate and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Estate (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing resting disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Landlord shall make good all damage to the Premises or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

3.14 Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Estate being destroyed or damaged by fire shall be increased so as to require an additional premium for insuring the same or which may make void or voidable any policy for insurance

3.15 Not at any time without the licence in writing of the Landlord first obtained nor except in accordance with plans and specifications previously submitted in triplicate to the Landlord and approved in writing by the Landlord and to its satisfaction to make any alteration or addition whatsoever in or to the Premises either externally or internally or to make any alterations or aperture

in the plan walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls timbers floors or ceilings of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

- 3.16 Not to use the Premises or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction
- 3.17 To use and occupy the Flat solely and exclusively in accordance with the Permitted Use and not to use the Flat or any part thereof for any business trade or office
- 3.18 Not to exhibit on the outside or in the windows of the Flat any name plate placard poster or announcement of any description
- 3.19 Not to do or permit to be done upon or in connection with the Flat or the Estate anything which shall be or tend to be a nuisance annoyance or cause of damage to the Landlord or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof
- 3.20 To keep the floors of the Flat including the passages thereof substantially covered with carpets except that in the kitchen and bathroom a cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets
- 3.21 At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force

and any regulations or orders made thereunder whether as to the Permitted Use hereunder or otherwise and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and to keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of such matters And forthwith to produce to the Landlord on receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant by the planning authority under or by virtue of the Town and Country Planning Act 1990 affecting or relating to the Flat and at the request and cost of the Landlord to make or join with the Landlord in making every such objection or representation against the same that the Landlord shall deem expedient

- 3.22 For a period of six months immediately preceding the determination of the Term to permit an inspection at any reasonable time of the day by any person wishing to inspect the Premises and so authorised by the Landlord upon an appointment being made for that purpose
- 3.23 To make good all damage caused through the act or default of the Tenant his family lodgers or sub-tenants or of any servant agent or licensee of the Tenant (a) to any part of the Block or to the fixtures and fittings thereof or (b) to any other occupier or Tenant of the Block and their licensees and in each case to keep the Landlord indemnified from all claims expenses and demands in respect thereof
- 3.24 On the expiration or sooner determination of the Term peaceably to yield up unto the Landlord the Premises in a good and tenantable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Premises or

which during the Term may be affixed or fastened to or upon the same all of which shall at the expiration or determination of the Term be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any Tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Landlord and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

3.25 Upon any assignment subletting or underletting to obtain a direct Deed of Covenant (in a form prepared by the Solicitors for the time being of the Landlord) by the assignee sublessee or underlessee with the Landlord to observe and perform the covenants and conditions of this Lease and to pay the Landlord's reasonable legal fees in connection therewith

3.26 In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Premises or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the Term or any charge on the Premises or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a certified copy thereof) within one calendar month after the date of such instrument or (in the case of a probate of a will or letters of administration) after the date of the grant of the probate or letters of administration as the case may be to (if so

required) leave a certified copy thereof at the offices of the solicitors for the time being of the Landlord and to the intent that the same may be registered and to pay to them a reasonable fee of not less than £26.00 for each such registration

3.27 It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Landlord

3.28.1 If within a period of three years from the date hereof there shall be a disposal (meaning an assignment of this lease or the grant of a sub-lease or other such relevant disposal defined under the Act) whether in any such case of the whole or part of the Premises for a term of more than 21 years otherwise than at a rack rent (not being a mortgage term) but not including a disposal pursuant to an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 and not a vesting in a person taking under a will or an intestacy the Tenant will repay to the Landlord such sum as is equal to the Discount but reduced by one-third for each complete year which has elapsed since the granting of this Lease and before the disposal and the parties hereto hereby apply to the Chief Land Registrar to enter on the Register against the Tenant's title a Notice of the Landlord's Statutory Charge pursuant to section 156 of the Housing Act 1985

3.28.2 The Tenant will pay to the Landlord its reasonable legal fees incidental to the preparation of a Deed of Discharge in respect of Clause 3.28.1 above

3.29 To comply with all the covenants restrictions stipulations and provisions (if any) imposed upon the Landlords title or interest in the Estate so far as may be applicable and relate to the Premises or the user thereof **AND IN PARTICULAR** but without prejudice to the generality thereof where the Landlords interest or title is itself a leasehold interest then to observe and perform all the covenants conditions provisions and stipulations on the part of the Landlord to be performed and observed in its capacity as lessee under the Headlease or the Superior Lease as the case may be so far as the same may be applicable to the Premises or the user thereof (other than the payment of rent under the Superior Lease) **AND** to bear a reasonable part of the costs incurred by the Landlord in contributing towards the costs incurred by the Superior Landlord (if any) in discharging its obligations under the said Headlease or Superior Lease as the case may be **SUBJECT TO** the restrictions relating to Category 2 Repairs and Category 3 Improvements (if any) during the Initial Period of this Lease in accordance with Clauses 3.2.2 and 3.2.3 and in all such matters set out in this sub-clause to indemnify the Landlord against any breach of the provisions relating thereto

4. **THE LANDLORD COVENANTS** with the **TENANT** as follows:-

4.1 The Tenant paying the Ground Rent and performing and observing the several covenants and conditions on his part to be performed and observed shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

- 4.2 Subject to the payment by the Tenant of the Ground Rent and the Specified Proportion of the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew and amend clean repoint paint grain varnish whiten and colour as applicable the following:-
- 4.2.1 The structure of the Block and in particular but without prejudice to the generality thereof the roofs foundations external and internal walls the window frames (but not the interior faces of such parts of the external or internal walls as bound the Flat or the rooms therein or glass in the windows) and timbers (including the timbers joists and beams of the floors and ceiling thereof) chimney stacks gutters and rainwater and soil pipes thereof
- 4.2.2 The sewers drains channels watercourses gas and water pipes electric cables television aerials and wires and supply lines and all other conducting media in under and upon the Block save and except where such items exclusively serve the Flat
- 4.2.3 The boilers and heating and hot water apparatus (if any) in the Block save and except such items (if any) as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the Block
- 4.2.4 The passenger lifts lift shafts and machinery (if any) and the passages landings and staircases and other parts of the Block and the Common Parts enjoyed or used by the Tenant in common with others and

- 4.2.5 The boundary walls and fences of and in the curtilage of the Estate including those boundary walls and fences surrounding the Private Garden (if any)
- 4.3 So far as practicable:-
- 4.3.1 To keep reasonably clean and lighted the passages landings staircases and other parts of the Block enjoyed or used by the Tenant in common with others and
- 4.3.2 To tend keep clean and tidy and generally to maintain the gardens (but excluding the Private Gardens (if any)) forecourts roadways and pathways (if any) on the Estate
- 4.4 Provided only that the amenities hereinafter in this sub-clause mentioned are provided to all the Flats in the Block at the date hereof but not otherwise and subject as hereinafter set out at all times during the Term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the Block and also from the 1st October to the 30th April inclusive in each year to supply hot water for heating to the radiators fixed in the Flat so as to maintain a reasonable and normal temperature
- 4.5.1 To insure and keep insured for the full reinstatement value thereof the Flat and the Landlord's fixtures and fittings therein against loss or damage by fire and such other risks as the Landlord shall deem desirable or expedient (including two years loss of rent and architects and surveyors fees) in some insurance office or with underwriters of repute AND to insure and keep insured the buildings on the Estate against loss or damage by fire and such other risks as the Landlord shall deem desirable And in case of destruction of or damage to the Block or any part thereof from any cause covered by

such insurance as to make the same unfit for occupation and use to lay out all monies received in respect of such insurance (other than for loss of rent and architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable and to make good any deficiency in such insurance money out of its own money

4.6 To permit the Tenant at all reasonable times and upon notice to inspect the relevant policy of Insurance and take copies thereof

4.7 If so required by the Tenant to enforce the Tenant's covenants similar to those contained in the Lease which are or may be entered into by the tenants of other premises on the Estate so far as they affect the Premises provided the Tenant indemnifies the Landlord against all costs and expenses of such enforcement

5. **IT IS HEREBY AGREED AND DECLARED** as follows :-

5.1 If and whenever the Ground Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of the Co-operative Bank plc (or in default thereof such other bank being a London Clearing Bank as the Landlord may specify) for the time being in force from the date the same has become due until the same shall be paid

5.2 That in the event of the Premises being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Landlord shall not have been vitiated or payment of the insurance money refused in whole or in part

in consequence of some act or default on the part of the Tenant his family servants licensees or agents then the Ground Rent and Service Charge hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained shall forthwith cease to be payable until the Premises shall have been restored and reinstated and again rendered fit for occupation and use and in case any dispute shall arise as to the amount of such proportionate part or period during which such cesser or abatement of Ground Rent and Service Charge shall be allowed the matter shall be referred to the Landlord's surveyor as a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

5.3 If the Ground Rent or any part thereof shall be unpaid for twenty one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not duly perform or observe all the covenants and provisions on the part of the Tenant to be performed or observed then and in any of the said cases it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter into or upon the Premises or any part thereof in the name of the whole and to repossess and enjoy the same as if the Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant herein contained

5.4 Notwithstanding anything herein contained the Landlord shall be under no greater liability either to the Tenant or to his family agents or licensees who may be permitted to enter or use the Estate for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Block or in any part thereof whether arising from the negligence of the Landlord or that of

any servant or agent of the Landlord or otherwise than the obligations required by the common duty of care

5.5 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any of the following :-

5.5.1 Any interruption in any of the services herein mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or

5.5.2 Any act omission or negligence of any caretaker attendant or other servant of the Landlord in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

5.6 The Service Charge and Specified Proportion shall be calculated in accordance with the Fourth Schedule

5.7 The Items of Expenditure shall comprise all those matters set out in the Fifth Schedule

5.8 For the purpose of service of all notices required to be served herein the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein All notices to be served upon the

Landlord shall be sent by Recorded Delivery post and addressed to the Chief Executive Town Hall Judd Street London WC1H 9LP

- 5.9 Where the Premium is less than £60000.00 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £60000.00
- 5.10 Nothing herein contained shall confer on the Tenant any right to the benefit or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Landlord or limit or affect the right of the Landlord in respect of any other premises belonging to the Landlord to deal with the same now or at any time hereafter in any manner which may be thought fit unless otherwise expressly provided
- 5.11 If the Landlord shall itself be a tenant of the whole or part of the Estate or the Block then the covenants contained in clause 4 shall be limited as permitted by paragraph 15 Schedule 6 of the Act
- 5.12 If Value Added Tax (or similar tax replacing it) shall be or become payable on the charges or payments contained referred to in this Lease then VAT (or such replacement tax) shall be payable in addition to the said charges or payments.
6. We certify that there is no agreement for Lease to which this lease gives effect

IN WITNESS whereof this document has been executed as a deed by the individual parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated

THE FIRST SCHEDULE

(Premises)

The Premises include the surface of the floors above the joists or other supporting floor structure and the surface of the floor of the balcony (if any) and the ceiling of the Flat up to but excluding the joists or other supporting floor structure or beams to which the ceiling is attached and all walls save the exterior walls and wall dividing it from any other flat or from the common halls staircase landings steps and passages in the Block (but including the surfaces of such walls within the Flat and the glass of the windows of the Flat and the door and door frames and all wires pipes cables conduits sewers and other conducting media serving exclusively the Flat) together with the Private Garden (if any) together with the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto

THE SECOND SCHEDULE

(Easements Rights and Privileges Included)

1. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the Common Parts provided nevertheless that the Tenant shall not cause or permit the obstruction of any of the Common Parts by furniture vehicles or otherwise
2. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and

watercourses cables pipes and wires which now are or may at any time during the Term be in under or passing through the Estate or any part thereof

3. The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Block
4. The right to place domestic waste in such place as shall be designated by the Landlord
5. Such rights as the Landlord may be able to obtain using all reasonable endeavours for the Tenant with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Block
 - (a) for the purpose of repairing cleaning maintaining or renewing any sewers drains and watercourses cables pipes wires or other conduits: or
 - (b) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Block giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused thereby

THE THIRD SCHEDULE
(Exceptions and Reservations)

There are excepted and reserved out of this demise

1. To the Landlord:-
 - 1.1 Easements rights and privileges over and along and through the Premises equivalent to those set forth in paragraph 2 of the Second Schedule
 - 1.2 The right at any time hereafter to rebuild alter or use any of the adjoining or neighbouring premises or buildings including the right to erect and thereafter maintain a fire escape on the exterior of the Premises and onto the Private Garden (if any) according to such plans (whether as to height extent or otherwise) and in such manner as the Landlord may in its absolute discretion think fit notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Premises or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user
 - 1.3 The right to enter onto erect and maintain scaffolding on the Private Garden (if any) for the purpose only of complying with the duties and obligations of the Landlord contained in Clause 4 of this lease
2. The right of support and protection for the benefit of the other flats and all other parts of the Block as is now enjoyed from the Flat

3. The right for the Landlord and any other tenants or licensees and all others authorised by them to pass over and across the Private Garden (if any) for the purposes of
 - (a) a fire escape
 - (b) a right of way to and from adjoining gardens access to which can only reasonably be obtained via the Private Garden PROVIDED THAT the person exercising such right shall use any existing path or established route (if available) and shall cause as little inconvenience as possible and no damage to plants, or the tenant's possessions

THE FOURTH SCHEDULE

(Calculation of Service Charge & Specified Proportions)

1. The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the Certificate") signed by the Landlord's Finance Officer annually and so soon after the end of each Specified Annual Period as may be practicable and shall relate to such Specified Annual Period and the following provisions shall apply
2. A copy of the certificate for each such Specified Annual Period shall be supplied by the Landlord to the Tenant on written request and without charge
3. The certificate shall contain a summary of the Landlord's expenses and outgoings incurred by the Landlord during the Specified Annual Period to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge.

4. The annual amount of the Service Cost payable by the Tenant as aforesaid shall be the Specified Proportion calculated either by
 - 4.1 dividing the aggregate of the expenses and outgoings incurred in respect of the Items of Expenditure by the Landlord in the Specified Annual Period to which the certificate relates by the aggregate of the rateable values (in force at the end of such period) of all the premises within the Block and then multiplying the resultant amount by the rateable value (in force at the 31st March 1989) of the Premises **PROVIDED ALWAYS** that in the event of the abolition or disuse of the rateable value system for properties the references to rateable values herein shall be substituted by a reference to the floor areas of all the premises in the Block or on the Estate (where applicable) and apportioned accordingly or
 - 4.2 in the case of those items for which the Landlord's expenses extend to the Estate or other Estates then a fair and reasonable proportion of the costs thereof attributable to the Premises such proportion to be determined by the Landlord's Finance Officer whose decision shall be final and binding or
 - 4.3 such other method as the Landlord shall specify acting fairly and reasonably in the circumstances and from time to time and at any time (including but without prejudice to the generality thereof any combination of methods)
5. The expression "the expenses and outgoings incurred by the Landlord" as hereinbefore used shall be deemed to include not only the Items of Expenditure which have been actually disbursed incurred or made by the Landlord during the Specified Annual Period in question but also such reasonable part of all such expenses outgoings and other expenditure herein included with the Items of Expenditure which are of a periodically recurring

nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the Commencement of the Term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Landlord may in its discretion subject to statutory restrictions (if any) allocate to the year in question as being fair and reasonable in the circumstances

6. As soon as is practicable after the signature of the certificate the Landlord shall furnish to the Tenant an account of the Specified Proportion payable by the Tenant for the Specified Annual Period in question due credit being given therein for all On Account Payments made by the Tenant in respect of the relevant Specified Annual Period and upon the furnishing of such account showing such adjustment as may be appropriate there shall be forthwith paid by the Tenant to the Landlord the amount of the Specified Proportion as aforesaid subject to the restrictions set out in Clause 3.2 or any balance found payable or there shall be allowed by the Landlord to the Tenant any amount which may have been overpaid by the Tenant by way of On Account Payment as the case may require

7. Provided always and notwithstanding anything herein contained it is agreed and declared as follows
 - 7.1 That in regard to the Commencement of the Term hereby granted the Service Charge and Specified Proportion shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of the Commencement of the Term to such ensuing 31st March Provided that there shall be included in the first payment

- 7.1.1 A proportion (calculated in accordance with paragraph 4 hereof) of the cost of works of improvement including decoration to the Flat or to the Block and
- 7.1.2 A proportion (calculated in accordance with paragraph 4 hereof) of the cost of such works of repair including redecoration to the Block as in the Landlord's opinion were not within its obligations under the former tenancy and necessary for the proper use and enjoyment of the Flat for the period prior to the date of this Lease and
- 7.1.3 The cost of such works of repair including redecoration to the Flat as in the Landlord's opinion were not within its obligations under the former tenancy and necessary for the proper use and enjoyment of the Flat for the period prior to the date of this Lease being works undertaken by the Landlord between the date the Premises were valued and the date of this Lease
- 7.2 That the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the Term but only in respect of the period down to such expiration or sooner determination of the Term

THE FIFTH SCHEDULE

(Items of Expenditure)

1. The expenses of maintaining repairing redecorating and renewing (or replacing as appropriate) amending cleaning repointing painting graining varnishing whitening or colouring the Block and all parts thereof including the glass in all windows (other than the interior surface of the windows of the Flat) and window frames and all the appurtenances apparatus and other

things thereto belonging including those items described in Clauses 4.2 and 4.3

2. The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water systems and gas electricity and water pipes and cables serving the Block and the lifts lift shafts and machinery therein (if any)
3. The cost (if any) of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Estate and the electric current for operating the passenger lifts
4. The costs of effecting and maintaining insurance pursuant to the provisions of Clause 4.5.1 of the Lease including but not limited to the costs of placing insurance cover the administrative costs of effecting and maintaining such cover the provision of claim forms and the costs of collecting premiums or monies due from the tenants of the Estate in connection with such cover and the costs of performing such services as the insurer may reasonably require as a condition of the acceptance of risk by that insurer (other than those referred to in clause 3.5 of the Lease)
5. The cost of employing maintaining and providing accommodation on the Estate for a caretaker or caretakers (including the provision of uniforms tools equipment and boiler suits)
6. The cost of carpeting re-carpeting or providing other floor covering cleaning collecting and removing refuse decorating and lighting the passages landings staircases and other parts of the Common Parts

7. All charges assessments and other outgoings (if any) payable by the Landlord in respect of all parts of the Estate (other than income tax)
8. All fees and costs incurred in respect of the annual certificate and of accounts kept and audits made for the purpose thereof
9. The cost of the expense of making repairing maintaining rebuilding cleansing and lighting all ways roads pavements sewers drains pipes watercourses party walls party structures party fence walls or other conveniences which may belong to or be used for the Estate in common with other estates near or adjoining thereto
10. The cost of installing maintaining repairing and renewing any television and radio receiving aerials answer entry-phones fire alarms systems telephone relay systems buzzer systems CCTV and other improvements reasonably considered appropriate or necessary and used or capable of being used by the Tenant in common as aforesaid
11. The upkeep of the gardens forecourts roadways pathways (if any) used in connection with the Estate or adjoining or adjacent thereto
12. The cost of taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate for which the Tenant is not directly liable hereunder

13. The Landlord's reasonable management and administrative charges in a sum fairly representing the Tenant's proportion of the actual costs to the Landlord in managing and administering the totality of its leasehold portfolio and for the avoidance of doubt the totality of its leasehold portfolio shall be construed as comprising all properties in respect of which extant Leases have been granted by the Landlord or its predecessors in title under "The Right to Buy" legislation in the Housing Act 1980 or the Housing Act 1985 (or any subsequent amendment thereto or re-enactments thereof) and the Tenant's proportion of the Landlord's management and administrative costs shall be calculated in accordance with paragraph 13.2 of this Schedule

13.1 The Landlord's management and administrative costs shall include but shall not be limited to the actual cost in terms of staff time and central establishment costs of undertaking the following:

- (a) An enquiries service to leaseholders including the cost of salaries and attributable overheads and essential support functions.
- (b) Billing for service charges including for the cost of repairs and decorations and all costs incidental to the service of any notices served pursuant to the terms of leases or pursuant to any statutory requirements.
- (c) The administration of all other activities which directly support the services that leaseholders receive with the exception of those items set out in paragraph 4 of this Schedule.

13.2 The Tenant's proportion of the Landlord's management and administrative costs shall be calculated by dividing the total of such costs by the total

number of properties (as at the commencement of the relevant Specified Annual Period) in respect of which extant leases have been granted by the Landlord or its predecessors in title under the 'Right to Buy' legislation in the Housing Act 1980 or the Housing Act 1985 (or any subsequent amendments thereto or re-enactments thereof).

14. Interest charges incurred or interest payments lost by the Landlord in connection with the Landlord's funding of insurance pursuant to the provisions of clause 4.5.1. of this Lease
15. All costs charges and expenses together with all VAT and other taxes (if any) thereon incurred or to be incurred by the Landlord in the observance and performance of all the Landlord's obligations and duties to be observed and performed under the terms of the Lease

THE SIXTH SCHEDULE

(Restrictions and Regulations imposed in respect of the Premises)

1. The Tenant shall not (except with the written consent of the Landlord and under the supervision of the Landlord's surveyor and to his satisfaction) erect upon or affix to the Premises or any part thereof any machinery or mechanical or scientific or electrical apparatus excepting only radio and television receiving sets (and indoor aerials therefor) and small domestic electrical apparatus properly fitted with an approved suppressor against electrical interference to other apparatus
2. The Tenant shall not permit or suffer to be used any lift for the carriage of any greater number of persons or any greater weight of goods than the number or weight specified therefor by a notice affixed therein

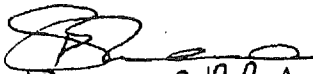
3. The Tenant shall provide and maintain in good and clean condition net curtains for all windows in the flat (unless some other type of curtain shall have first been approved by the Landlord) and shall at least once monthly clean all windows of the flat both internally and (if not undertaken by the Landlord) externally
4. The Tenant shall not place leave or cause to be placed or left any furniture cycle perambulator toy box parcel bottle or other thing nor any refuse or rubbish on the Common Parts nor shall the Tenant throw or allow to be thrown anything whatsoever out of any window of the Flat
5. No lorry car van or other vehicle shall be parked in any garden forecourt roadway or pathway adjoining or near to the Block (save only to such extent and subject to such conditions as may be permitted by the Landlord)
6. The Tenant shall comply with and be bound by any special regulations made by the Landlord from time to time relating to the user of any baggage or cycle room or store which shall be published by notice affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk. Any such user by the Tenant shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement
- 7.1 The Tenant shall not make or suffer any unreasonable noise in the Flat by way of piano gramophone radio or television or other mechanical or musical instrument vacuum cleaner singing or otherwise at any time whatsoever

- 7.2 The Tenant shall not play or permit to be played nor use or permit to be used the said piano gramophone radio or television or any of them in any manner whatsoever nor sing or allow any singing nor make or allow any noise of any kind whatsoever between the hours of 11 p.m. and 8 a.m. on all days so as to be audible outside the Flat
8. No rags dirt rubbish refuse or other substances shall be inserted into or placed or left in the sinks baths lavatories cisterns or any pipe in the Flat nor shall any obstruction or blockage be caused therein in any other manner whatsoever
9. No water shall be wasted in the Flat adequate precautions shall be taken (where necessary) by the Tenant to protect all pipes against freezing of water therein
10. No animal bird reptile or insect shall be kept in the Flat without the written permission of the Landlord which if given shall be deemed to be by way of licence revocable at will and may be given on such terms as the Landlord thinks fit
11. The Tenant shall not allow any person or child to loiter or play in or about any entrance landing passage stairway lift (if any) or any of the Common Parts
12. All further or other rules and regulations made at any time and from time to time by the Landlord in addition to or substitution for the foregoing rules and regulations or any of them which the Landlord may deem necessary or expedient for the safety care or cleanliness of the Estate or any part thereof or for securing the comfort and convenience of the tenants on the Estate or

any of them shall be observed and all such further or other rules and regulations shall be notified to the Tenant PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

EXECUTED AS A DEED

by the said Tenant
in the presence of

) 
) Thomas O'Shea
) Bridget O'Shea



Name

CHRISTINA PAMYOTOU

Address

193-5 Kenton Town Road

London

W5 2JN

Occupation

Solicitor

X Thomas O'Shea TO



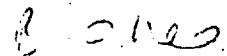
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