12464

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00AG/LVT/2017/0005 and 0006**
Property	:	**Blair Court, 2 Boundary Road, London NW8 6NT**
Applicant	:	**Blair Court Freehold Limited (1)** **Greyclyde Investments Limited (2)**
Representative	:	**Mr Edward Denehan, Counsel instructed by E D C Lord and Co Solicitors together with Miss Edelle Carr, Company Secretary and Managing Agent**
Respondent	:	**Mr Andrew Parissis**
Representative	:	**In person**
Type of Application	:	**Application under section 37 of the Landlord and Tenant Act 1987**
Tribunal Members	:	**Tribunal Judge Dutton** **Mr K M Cartwright FRICS**
Date and venue of Hearing	:	**10 Alfred Place, London WC1E 7LR on 27th September 2017**
Date of Decision	:	**19th October 2017**

DECISION

DECISION

1. **The Tribunal determines that the lease may be varied in accordance with the Schedule annexed hereto. The Applicants shall append the details of each flat with the present registered proprietor to the Schedule before the variation is submitted to the HM Land Registry**
2. **The Tribunal determines that the terms of the variation may be back dated six years from the date of the Order.**
3. **The Tribunal finds that there is no compensation payable under section 38(d) of the Act.**
4. **The Tribunal records that although the back dating is for a period of six years from the date of this order, this will not impact upon the earlier decisions of the First Tier Tribunal under case number LON/00AG/2015/0407 and the consent order made between Andrew Parissis (Claimant) and Blair Court Freehold Limited (Defendant) in the Central London County Court on 2nd April 2012 in case number 1CL10045, although it is noted that the Defendant in that case is not the Applicant in this case.**

BACKGROUND

1. This matter relates to two applications dated 25th May 2017 under section 37 of the Landlord and Tenant Act 1987 (the Act) for orders under section 38 thereof.

2. In June 2017 directions were issued by this Tribunal which set out five objectives which we do not need to repeat here.

3. It is perhaps helpful to briefly record the parties and the leases that form this application. The first Applicant is Blair Court Freehold Limited (BCFL) who is the freehold owner of the building having acquired that in December of 2008. The building contains 78 residential flats which following construction resulted in 78 long leases in common form. The second Applicant Greyclyde Investments Limited (GLI) is the registered proprietor of 29 long leases granted to it by BCFL on 28th November 2008 creating terms of 999 years from 29th September 2008. For the purposes of this application, we were told that these leases have been designated lease type 2(a).

4. Matters are further complicated in that the GLI leases were granted subject to existing occupational leases known as GLI under leases. Mr Parissis, the Respondent, owns an occupational lease of Flat 14, who it should be said, has a history of dispute with either the Applicants or the management company Blair Court Freehold Limited.

5. In a very helpful skeleton argument prepared by Mr Denehan, he sets out under paragraph 3 the outline of the applications. We also had available to us a witness statement of Miss Edelle Carr. Perhaps it is easiest if we just repeat what is contained at paragraph 3(9) of the skeleton argument. This says as follows: *"As Miss Carr explains in her witness statement (see paragraphs 4 to 7, [15.152-155]), from the time the original flat leases were granted back in the early 1970s, services have been provided to the tenants of flats in addition to those specifically mentioned in the fourth schedule to the leases. Examples of these*

additional services given by Miss Carr are: (1) porters, (2) porter's flat, (3) heating of common parts, (4) CCTV, (5) and entry phone system, (6) satellite television and (7) paladin bins." The paragraph goes on to say that approximately 50% of services provided for the tenants are not accommodated in the fourth schedule of the existing leases and this is the basis upon which an application is made to vary that fourth schedule.

6. For an application to be made under section 37, a certain number of residents need to consent and it is said that that percentage number has been satisfied. Some suggestion has been made that after the application was issued, certain residents have withdrawn their consent but we will deal with the impact of that in due course.

7. The provisions of section 38 of the Act need to be borne in mind and in particular sub-section 6 thereof and we will deal with that element in due course. The skeleton argument goes on to address questions of compensation and back dating and lists the various type of leases which are required to be considered. It is helpful if we set those out below and they are as follows:-

- Type 1 leases are in the form originally granted in the 1970s, some of which have been extended under the Leasehold Reform Housing and Urban Development Act 1993 (the 1993 Act).
- Type 1(a) are leases known as Greyclyde under leases, again extended under the 1993 Act.
- Type 2 leases are 999 year leases granted by BCFL to occupational tenants of flats in the building who participated in the exercise of the right to collective enfranchisement and there are 42 of these leases.
- Type 2(a) leases are those Greyclyde leases of which there are 29 granted by BCFL to GLI.
- Type 3 leases are those that have been extended by tenants under the 1993 Act and finally there is one lease colloquially known as the Heritage Lease. To complicate matters further, the type 1, type 1(a) and type 3 leases have fourth schedules in the same terms. Type 2, type 2(a) have fourth schedules in the same terms as each other and the Heritage Lease has a unique fourth schedule. However, we were told that they are in substance the same.

8. Prior to the hearing, we were provided with a substantial bundle of papers. This included both applications and further particulars of the application as requested by the Tribunal under an order dated 6th June 2017. We also had office copy entries of the freehold title to Blair Court and copies of the various lease types. The existing fourth schedule and the proposed fourth schedule were also included as was a schedule comparing the differences as was the draft deed of variation.

9. In addition to these papers, the directions and amended directions were included as was the witness statement of Edelle Carr and five exhibits. In addition we were provided with submissions made by Mr Parissis. Finally copies of the case reports of *Marshall Dixon and others v Wellington Close Management Limited [2012]UKUT95(LC) and John Peter Simon v St Mildred's Court Residents Association Limited [2015]UKUT0508(LC) and Brickfield Properties Limited v Paul Botten [2013]UKUT0133(33)* were provided to us.

10. To assist us, we were also provided with a Leasehold Variation Tribunal decision under reference LON/00BK/LVL/2012/0013 relating to a property at Buttermere Court.

11. We had the opportunity of considering these documents prior to the hearing and reading the Miss Carr's witness statement and Mr Parissis' submissions.

HEARING

12. At the hearing the Applicants were represented by Mr Denehan of Counsel accompanied by Miss Carr. Mr Parissis attended and an observer Mrs Shelley Horban, the managing agents for Emex International who own Flats 72 and 78, was present and did add some comments during the course of the hearing.

13. Mr Parissis confirmed he objected to the application although stated that in principle there were changes to which he had no objection, although he considered that the matter was something of a fait accompli. On the question of compensation, he thought that that would only arise if backdating was granted and, of course, no decision has yet been made on that, and also it might be affected by those items which the Tribunal concluded should remain, or should not as the case may be.

14. Before dealing with the specifics of the proposed amendments he first spoke to us concerning the backdating. He was concerned that this could cover a period before the date of the Tomlin order that was in the papers before us, which was dated in April 2012 in case 1CL10045 before the Central London County Court His view that whilst in principle backdating was not a problem for him, it should not go back before that Tomlin order and should not affect later decisions of the Tribunal which dealt with the years 2000 to 2008.

15. He made a general complaint that the application had been made in a dishonest fashion in that he had not been made aware of it, it having been sent to a wrong address. He said that the Applicants knew he lived in Cyprus and he did not know why it had not been sent to him. When pressed as to whether or not he had suffered any prejudice as a result of this, he said he had not and that the failings on the part of the Applicant merely went to the conduct of the case and affected the possibility of reaching a settlement.

16. Mrs Horban said that in principle her clients were in favour of the amendments but was concerned that they had not been given any chance for any input. She confirmed again, however, that there was no objection in principle to the application, although she was not necessarily agreeing each and every change.

17. Mr Denehan responded to the allegations of dishonesty, which he said were misconceived. There had, he said, been a history of disputes between the parties and there should really be no issue as to service. He pointed out that the directions timetable on 23rd June 2017 set out what was required and that Mr Parissis had not met the timetable, although no point was being taken. He said that if Mr Parissis had any suggestions those would have been considered and that there were no substantial objections to the alterations even now.

18. Moving on generally, he told us that in his view the Tribunal was not able to cherry pick the variation sought under section 37. The exceptions were sections 38(3) and 38(6) and (8). His view was that if anybody asserted that there was prejudice it was for that person to prove it and that that had not been done.

19. Mr Denehan then gave examples of the need for changes asking us to bear in mind that Blair Court was a high-end property in London and that the variations were not only intended to include services which had been for some time provided, but to also enhance those services to preserve the nature of the development. He also pointed out that even if the variations were made, any concerns that the tenants might have were not prejudiced insofar as they retained rights under the Landlord and Tenant Act 1985 (the 1985 Act). There has been some suggestion, for example, that the decorating clause being altered from specific dates in the existing leases to a more flexible arrangement was going to cause difficulties. He did not consider that the position would arise. Under section 38(3) the use of the word 'may' is included but his view was that the Tribunal had no overriding jurisdiction to exercise discretion not to make an order. Insofar as section 38(6) was concerned, paragraph (a) referred to substantial prejudice which in his view could not be shown in this case and paragraph (b) which says as follows: *"that for any other reason it would not be reasonable in the circumstances for the variation to be affected"* did give some flexibility to the Tribunal. However, the Tribunal needed to be satisfied that it was reasonable to have the provisions inserted, although he accepted that the burden of proof rested with the Applicants, unlike the burden under section 38(6)(a) where that rested with Mr Parissis.

20. Discussions moved on to the question of backdating. It was said that we had rights to do so by reference to the case of Brickfield Properties Limited v Botten, although that was an application under section 35 of the Act. Initially, he pitched the backdating to 2008, the time that Blair Court acquired the freehold. His view was, that nothing we ordered could impact on previous decisions made by a Tribunal or the Court. Any credits due would remain. Insofar as the Tomlin order was concerned made in back in April 2012, that would remain and he confirmed that all previous findings made by the Courts or the Tribunal would not be affected by any variation. He confirmed that he would have no objection to any variation being on terms that it was without prejudice to existing and past Tribunal proceedings, other than these of course, and Court proceedings which will remain and will be observed by the Applicants.

21. It was put to him that backdating any earlier than six years would be inappropriate, bearing in mind that the lease indicates that the recovery of service charges is by way of rent. It was accepted that a six-year period from the date of the order would be acceptable and Mr Parissis accepted this based on the assertions he was given that it would not upset existing judgments and decisions.

22. On the question of compensation, it was said by Mr Denehan that there were no submissions or evidence to substantiate any compensation. It would have to be determined today and there was no evidence of any prejudice nor impact on the value of any flat.

23. We heard briefly from Miss Carr, who spoke to her witness statement and was tendered for questioning by Mr Parissis. We noted all that was said in this exchange which included discussions on porterage and legal costs that had been incurred. We were told that only one lessee was in arrears with the extra service charges.

24. Mr Parissis then made submissions and responded to matters raised by Mr Denehan. He helpfully indicated that there were a limited number of proposed variations to which he objected. The first was in the fourth schedule at paragraph 3(a) and (b). The original wording is to the effect that exterior decorating will take place in every third year and interior decorating in every seventh year. The proposed wording removed these dates and required such decoration as when deemed to be necessary, but to a standard of a high class residential block of flats. He was of the view that the original draftsman had included specific years and that the removal of these takes away the leaseholder's ability to set up a budget for cyclical decoration. It also undermines the leaseholder's ability to hold the landlord to account.

25. The next clause that he sought to challenge was at paragraph 17 which is a new clause and contains the following wording:- *"To engage the services of solicitors barristers and other legal persons, surveyors, architects or other qualified persons as necessary in the running of Blair Court to ensure that the lessor complies with up to date legislation and to ensure or enforce lease covenants against lessees and to defend or to take Court or other Tribunal action where necessary"* Mr Parissis' view was the lease does not presently provide for costs to be recovered, notwithstanding this, the Applicants have levied a payment to fund legal fees. As they have been able to do this in the past he saw no specific reason for this clause to be included.

26. The next clause he sought to visit was as paragraph 20. He had no objections to paragraph 20(a) which dealt with health and safety issues and was happy with part of sub-paragraph (b) but wished to take out the wording in respect of regulations, this he said being in effect repetition of clause 22.

27. In response, the Applicants through Miss Carr said that they needed to be able to protect leaseholders on the question of costs and the inclusion of clause 17 enabled this. This provided for the Applicants to obtain advice not only on service charge issues, but on changes of legislation and indeed challenges by third parties, which is something that was happening at the moment. Mr Parissis then reviewed his statement at page 214 of the bundle and referred us to page 217 which is a letter from Red Carpet dated 19th August 2010 to all leaseholders which sets out at paragraphs 1 to 12 those services which are currently provided for in the existing schedule to the leases and those other nine services which are not.

28. Mr Parissis said he had no claim for his own costs in connection with this matter and had no further questions to raise.

29. Mr Denehan responded by way of submissions to the matters raised by Mr Parissis. Insofar as prejudice was concerned, he reminded us that this had to be substantial and likely. Not the worst case scenario. He asked us to consider whether it was likely these amendments would open up abuse by the Applicant.

30. On the specifics, he thought that paragraphs 3(a) and (b) were perfectly acceptable as they stood. Whilst he understood Mr Parissis' comments on the question of budgeting, there was, however, a reserve fund into which £40,000 is paid on an annual basis and presently stands at some £98,000 and would be and could be used for the provisions under this clause. The inclusion of a new paragraph 17 gave the Applicant protection as express provisions needed to be included to recover these items of expenditure and Miss Carr had explained how it might be used Insofar as section 20b was concerned, he had no objections to remove the wording which seemed to be a duplicate of paragraph 22.

31. It should also be noted that in some of the schedules, reference is made to a deed of grant dated 28th November 2008 between Middle Field (St John's Wood) Limited (1) and the landlord (2). A copy of the deed was made available to us after the hearing and we see that it relates to rights over property owned by Middle Field (St John's Wood) Limited and includes certain covenants. Mr Parissis said he had no objections to that being referred to in the schedule.

THE LAW

32. The law applicable to this application is set out below.

FINDINGS

33. There are a number of issues we should address. The first relates to whether or not the provisions under section 37 have been met and the requisite number of people have consented and/or objected to enable the application to proceed. We are satisfied that at the time the applications were made there were the requisite number of people consenting. The fact that there may have been changes to those people's positions after the application seems to us to be otiose. The decisions in Marshall Dixon and Simon v St Mildred's Court support the proposition that the requisite numbers have to be established when the application is made and any consents or oppositions thereafter are not material to compliance with the Act. At paragraph 13 of the Marshall Dixon decision sets this out. The decision of Simon v St Mildred's Court supports that proposition.

34. The other question we need to consider is whether or not prejudice is to be caused if the amendments are made. No evidence was put to us that any prejudice would be occasioned by the variations. Indeed the omissions in respect of the some the services provided, for which there is no ability to recover costs, clearly needs to be rectified.

35. On the question of backdating, as we have indicated above, both sides have agreed that it should be six years from the date of the order by reason of the Limitation Act 1980 preventing recovery of service charge as rent for more than six years. In addition also, we record the acceptance of the Applicants that such backdating will not interfere with Tribunal and Court findings and orders made on behalf of Mr Parissis. Those will stand and will need to be observed.

36. We then turn to the actual variations that have been challenged. Mr Parissis was very helpful in that he concentrated his concerns on three clauses. We find that

the provisions of section 38(6)(b) does give the Tribunal power to review the proposed variations if they are not thought reasonable.

37. Insofar as clauses 3(a) and (b) are concerned, we can see no real difficulty in approving the variation. Some flexibility is we believe helpful. It may well be, for example, that the interior does not require decorating in seven years' time, nor the exterior in three. It may equally be the case that decorating is required more frequently. As to tenants ability to budget there is protection afforded by the reserve fund and a prudent tenant would be putting money aside in any event to cover unforeseen expenses. It is, of course, without prejudice to the lessee's rights to seek protection under both sections 20 and section 27A of the Landlord and Tenant Act 1985. On that basis, therefore, we allow that variation.

38. Insofar as the costs provisions at the new clause 17 are concerned, there are a string of cases which has indicated that clear reference to legal costs must be included. It seems to us that it is not unreasonable in this day and age for the landlord to be able to recover costs by reference to the terms of the lease, either against an individual leaseholder or as a service charge. We would, however, slightly amend clause 17 to insert the word 'reasonable' after the word 'as' and before the word 'necessary' in the second line. We have included this amendment in the attached schedule.

39. The only other amendment sought by Mr Parissis was to paragraph 20. He did not object to paragraph 20(a) relating to Health and Safety Acts and seemed content that if we inserted the word 'reasonable' after the word 'the' and before 'discretion' in the third line of paragraph 20(b) and deleted reference to the regulations after the word 'lessor', that would be acceptable, the more so as paragraph 22 referred to regulations. This was not something to which Mr Denehan objected.

40. We have therefore incorporated these changes in the schedule attached and order that the lease should be varied accordingly. We understand that the landlord will be dealing with the matter by way of Deed of variation to be submitted to the Land Registry and we trust that the form of the order that we have annexed will enable that to proceed without difficulty.

Judge: Andrew Dutton

A A Dutton

Date: 19th October 2017

ANNEX – RIGHTS OF APPEAL

1. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-Tier at the Regional Office which has been dealing with the case.

2. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28-day time limit, such application must include a request to an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

The Relevant Law - Landlord and Tenant Act 1987

S37 Application by majority of parties for variation of leases.

(1)Subject to the following provisions of this section, an application may be made to the appropriate tribunal in respect of two or more leases for an order varying each of those leases in such manner as is specified in the application.

(2)Those leases must be long leases of flats under which the landlord is the same person, but they need not be leases of flats which are in the same building, nor leases which are drafted in identical terms.

(3)The grounds on which an application may be made under this section are that the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect.

(4)An application under this section in respect of any leases may be made by the landlord or any of the tenants under the leases.

(5)Any such application shall only be made if—

(a)in a case where the application is in respect of less than nine leases, all, or all but one, of the parties concerned consent to it; or

(b)in a case where the application is in respect of more than eight leases, it is not opposed for any reason by more than 10 per cent. of the total number of the parties concerned and at least 75 per cent. of that number consent to it.

(6)For the purposes of subsection (5)—

(a)in the case of each lease in respect of which the application is made, the tenant under the lease shall constitute one of the parties concerned (so that in determining the total number of the parties concerned a person who is the tenant under a number of such leases shall be regarded as constituting a corresponding number of the parties concerned); and

(b)the landlord shall also constitute one of the parties concerned

38 Orders... varying leases.

(1)If, on an application under section 35, the grounds on which the application was made are established to the satisfaction of the tribunal, the tribunal may (subject to subsections (6) and (7)) make an order varying the lease specified in the application in such manner as is specified in the order.

(2)If—

(a)an application under section 36 was made in connection with that application, and

(b)the grounds set out in subsection (3) of that section are established to the satisfaction of the tribunal with respect to the leases specified in the application under section 36,

the tribunal may (subject to subsections (6) and (7)) also make an order varying each of those leases in such manner as is specified in the order.

(3)If, on an application under section 37, the grounds set out in subsection (3) of that section are established to the satisfaction of the tribunal with respect to the leases specified in the application, the tribunal may (subject to subsections (6) and (7)) make an order varying each of those leases in such manner as is specified in the order.

(4)The variation specified in an order under subsection (1) or (2) may be either the variation specified in the relevant application under section 35 or 36 or such other variation as the tribunal thinks fit.

(5)If the grounds referred to in subsection (2) or (3) (as the case may be) are established to the satisfaction of the tribunal with respect to some but not all of the leases specified in the application, the power to make an order under that subsection shall extend to those leases only.

(6) A tribunal shall not make an order under this section effecting any variation of a lease if it appears to the tribunal —

(a)that the variation would be likely substantially to prejudice—

(i)any respondent to the application, or

(ii)any person who is not a party to the application,

and that an award under subsection (10) would not afford him adequate compensation, or

(b)that for any other reason it would not be reasonable in the circumstances for the variation to be effected.

(7) A tribunal shall not, on an application relating to the provision to be made by a lease with respect to insurance, make an order under this section effecting any variation of the lease—

(a)which terminates any existing right of the landlord under its terms to nominate an insurer for insurance purposes; or

(b)which requires the landlord to nominate a number of insurers from which the tenant would be entitled to select an insurer for those purposes; or

(c)which, in a case where the lease requires the tenant to effect insurance with a specified insurer, requires the tenant to effect insurance otherwise than with another specified insurer.

(8) A tribunal may, instead of making an order varying a lease in such manner as is specified in the order, make an order directing the parties to the lease to vary it in such manner as is so specified; and accordingly any reference in this Part (however expressed) to an order which effects any variation of a lease or to any variation effected by an order shall include a reference to an order which directs the parties to a lease to effect a variation of it or (as the case may be) a reference to any variation effected in pursuance of such an order.

(9) A tribunal may by order direct that a memorandum of any variation of a lease effected by an order under this section shall be endorsed on such documents as are specified in the order.

(10)Where a tribunal makes an order under this section varying a lease the tribunal may, if it thinks fit, make an order providing for any party to the lease to pay, to any other party to the lease or to any other person, compensation in respect of any loss or disadvantage that the tribunal considers he is likely to suffer as a result of the variation.

DRAFT WORDING TO AMEND THE FOURTH SCHEDULE TO THE LEASES OF BLAIR COURT VARYING THE LEASES as amended by the Tribunal ORDER OF THE FIRST-TIER TRIBUNAL IN CASE LON/OOAG/LVT/2017/0005 & 0006 dated 19th October 2017
The 78 leases at Blair Court shall be amended by substituting the present Fourth Schedule in each lease type with the following

FOURTH SCHEDULE

1. (a) To provide insurance cover for the Building the Common Parts and the Estate in the full rebuilding and reinstatement cost of Blair Court as shall be reasonably determined by the Lessor from time to time to time taking into account inflation demolition and site clearance costs and all professional fees and expenses with a reputable insurer against all usual fully comprehensive risks including terrorism and all such other risks as the Lessor may from time to time deem appropriate and as often as Blair Court shall be destroyed or damaged forthwith upon sufficient monies being paid out by the insurers to rebuild and reinstate the same.

   (b) To provide Engineering Insurance covering the risks associated with lifts

   (c) To provide Directors and Officers Liability Insurance for the directors and officers of the Lessor and Blair Court Freehold Limited

2. To keep the main structures the roof foundations and the common parts of Blair Court and all sewers pipes wires cables and conduits the use of which is not confined solely to the premises in good and substantial repair and condition.

3. (a) To repair maintain and decorate all external parts of Blair Court as often as reasonably deemed to be necessary.

   (b) To repair maintain and decorate all internal common parts of Blair Court that are not otherwise specifically demised to a standard of a high class residential block of flats as often as reasonably deemed to be necessary.

4. To maintain in good repair and condition all roads paths and accessways on the Estate and to maintain those parts of the Estate laid out as garden grounds in keeping with a high class residential flat development.

5. To maintain and keep maintained the gardens of the Estate with seasonal planting as often as reasonably deemed to be necessary.

6. To provide lighting and heating to all common areas to include the main building and lighting to the car park areas.

7. (a) To ensure (so far a practicable) that a supply of water is provided to the Building and to individual flats for the benefit of all Lessees and a further supply to the Estate to facilitate the cleaning of the common parts, the parking areas and for garden maintenance and to pay for all such water charges.

   (b) To ensure that all water tanks are inspected on an annual basis or as often as may be necessary and that the contractors provide a written report after each such inspection as to the condition of each tank covering, inter alia, such items as legionella, bacteriological quality, temperature, free and total chlorine residuals and aesthetic quality (taste, odour and appearance) and to maintain a water booster pump set and associated tank and equipment in good and proper working order

8. (a) To provide repair and maintain in proper working order two passenger lifts in Blair Court and to enter into a contract with a suitable contractor to ensure that the lifts are maintained in accordance with Health & Safety Acts.

(b) To maintain the lift cars in accordance with the style and finish of a high class development.

(c) To provide a telephone emergency system for the lift to interact with the lift engineers in case of an emergency.

9. (a) To keep the entrance hall lifts and communal access corridors in Blair Court close carpeted on felt underlay and to keep such carpet and underlay properly repaired cleansed and swept and (so often as need be) renewed. To cover the entrance hall floor in a covering appropriate to the style and finish of the décor.

(b) To ensure that all of the internal common parts are cleaned and swept on a weekly basis and the car park areas as required.

10. (a) To employ porters to provide assistance and services for the benefit of Lessees as per hours determined by the Lessor to provide and maintain wc facilities for the use of the porters and to provide tea making/kitchen facilities
for them and to equip such porters with such uniforms and such electronic or mobile communication equipment as may be necessary for the further performance of their duties

(b) To provide accommodation by way of rental of a flat in Blair Court for a resident head porter with such head porter paying personally for such items as television licence and all other personal items.

(c) To pay for service charges, gas, electricity, council tax, and other running costs of such flat (not already referred to in sub clause (b) above) and to provide on loan whilst employed, basic white goods and kitchen appliances.

(d) To maintain the services provided in the Porter's flat and to ensure ~~that~~ compliance with all regulations regarding gas, electricity, water and any other requirement to ensure the safety and well being of the Head Porter.

11. To provide and maintain a television aerial, satellite dish or other equipment that may be necessary to ensure that Lessees can receive television transmission or such alternative services.

12. (a) To provide a closed circuit television system covering both the internal ground floor area, garage areas and exterior of the building as deemed necessary by the Lessor to ensure as safe an environment for the Lessees as may be possible to enable them to carry out their normal day to day activities whilst entering or leaving Blair Court.

(b) To install and/or maintain in full working order a door entry system for the main front entrance and pedestrian access doors to the garage and porter's desk intercom contact with flats and to enter into a hire or maintenance contract for such system at the discretion of the Lessor.

(c) To provide an incoming telephone line to the porter's desk

(d) To provide a safe and secure fob entry system for Lessees or other authorised persons to enter Blair Court and to enter into a hire or maintenance contract for such system at the discretion of the Lessor.

(e) To install electric or other security gates and/or grills to the parking areas the bin store and any other access in order to restrict access to unauthorised vehicles and persons and to minimise vandalism in order to safeguard the residents of the Building and to maintain the said gates and/or grills in proper working order

(f) To provide other security or safety measures as appropriate to Blair Court and to the Estate at the discretion of the Lessor.

13. To enter into a contract with Camden Council or any other authorised body for the provision of paladin bins or any receptacle for the removal of all refuse on a weekly or more frequent basis as necessary

14. To provide and maintain in the common parts of the Building and in the parking areas fire fighting equipment, e.g. fire extinguishers and sand buckets together with a fire alarm system, dry riser system, hose reels in the parking areas, lightning conductors, emergency lighting and signage in accordance with the relevant Health & Safety legislation and as recommended by the insurers of Blair Court or any other Authority.

15. To provide Fire Risk and Asbestos Risk Assessments as often as may be required by the relevant Health & Safety legislation.

16. To meet the obligations of the Landlord contained in a Deed of Grant dated 28 November 2008 and made between Middle Field (St Johns Wood) Limited (1) and the Landlord (2)

17. To engage the services of solicitors, barristers and other legal persons, surveyors, architects or other qualified persons as deemed reasonably necessary in the running of Blair Court to ensure that the Lessor complies with up to date legislation and to ensure or enforce lease covenants against Lessees and to defend or take court or other tribunal action where necessary.

18. To employ the services of a qualified accountant to:

    (a) Prepare annual accounts for presentation to all Lessees in accordance with relevant legislation

    (b) To prepare the monthly payroll for all employees and all other PAYE matters as required by law.

19. To engage the services of Managing Agents to carry out the duties as required in the running of Blair Court and to use employment agencies in the employment of staff when necessary in the running of Blair Court.

20. To provide all such other services those are required by

    (a) Legislation including Health & Safety Acts

    (b) To carry out and provide all such services that are required to ensure that Blair Court is maintained as would be expected as to a high class block of flats at the reasonable discretion of the Lessor

21. To incur proper and reasonable costs in employing others to manage Blair Court and the Estate and in the performance of the matters referred to in this Schedule in the interest of good estate management

22. To make such Regulations from time to time in accordance with the principles of god estate management and notified to the Lessees that relate to the use of the Common Parts and the Estate and to the management of the Building and the welfare of its occupants.