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Residential
Property
TRIBUNAL SERVICE

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/00AZ/LSC/2011/0743

Property: 5, 15, 25 and 27 Creeland Grove, Catford Hill, London SE6 4LE

Applicants: Ms H. Fiawoo (Flat 5), Mr M. Chowdhury, (Flat 15), Ms S Kennedy and Mr G. Whittle (Flat 25), Mr R. Dunn (Flat 27)

Represented by: Ms S. Kennedy (Flats 9-13) and Ms H. Fiawoo (Flats 1-7)

Also Present: The other Applicants
Mr R. Taylor (Flat 11)
Mr G. Richards (Flat 19)

Respondents: London Borough of Lewisham

Represented by: Ms M. Sahota, Leasehold Legal Officer, Lewisham

Also Present: Ms S. Gibson, Leasehold Officer
Ms F. Onuora, Leasehold Consultation Officer
Mr D. Gwyer, Contracts Administrator

Tribunal: Mr L. W. G. Robson LLB(Hons)
Mr C. Gowman MCIEH
Mr J. Francis QPM

Hearing Dates: 16th and 17th April 2012

Date of Decision: 18th May 2012

Decisions of the Tribunal

- (1) The Tribunal determines relating to the Annual Service Charges for 2010/11 5 Creeland Grove (see p. 137 of the bundle):
 - Communal electricity; Tribunal substitutes a reasonable figure (No evidence, charge excessive for lighting concerned) £117 reduced to £7.02
 - Sweeping and Grounds Maintenance; Deleted (Lack of evidence) Reduce £35.58 to NIL, and £25.77 to NIL
 - Anti-Social Behaviour; Deleted (Not chargeable item under Lease) Reduce £28.52 to NIL

- (2) 15, 25 and 27 Creeland Grove (see p.139 of the bundle):
 - Sweeping and Grounds Maintenance; Deleted (Lack of evidence) Reduce £39.54 to NIL, and £25.77 to NIL
 - Caretaking; Block cost Reduced from £3,000 to £2,154 (Lack of evidence, Tribunal substitutes a reasonable figure)
 - Anti-Social Behaviour; Deleted (Not chargeable item under Lease) Reduce £28.52 to NIL

- (3) The Tribunal determines relating to the Estimated Annual Service Charges for 2011/12 that the estimated items for that year be deleted or reduced in accordance with its findings on such actual items set out in (1) and(2) above

- (4) The Tribunal determines relating to the Major Works in 2010/11 that the costs relating to 1-7 Creeland Grove shall be reduced (using the Property Survey Form (p.238-9 of the Bundle)) as follows:
 - Item 3 (includes painting doors) Reduced by 10% (Lessee Responsible) £2,642 reduced to £2,377.80
 - Item 4 (Renewal of Downpipe) Deleted (Not done) £189 reduced to NIL
 - Item 7 (Fencing repairs) Deleted (Works on tenanted properties) £315 reduced to NIL
 - Item 10 (Paving flags) Deleted (Works on tenanted property) £277.50 reduced to NIL
 - Item 12 (Removal and refitting Satellite dishes) Reduce by 50% (Only one unit done) £120 reduced to £60

- (5) The Tribunal determines relating to the Major Works in 2010/11 that the costs relating to 9-31 Creeland Grove shall be reduced (using the Property Survey Form ((p.240-241 of the Bundle)) as follows:
 - Item 3 (includes painting doors) Reduced by 10% (Lessee responsible for doors) (£5,404 reduced to £4,863.60
 - Item 8 (Glass repairs) Deleted (Lessee responsible under Lease) £275.52 reduced to NIL
 - Item 10 (Replace door handle) Deleted (Works on tenanted property) £35 reduced to NIL
 - Item 15 ((Fencing repairs) Deleted (Works on tenanted properties) £52.50 reduced to NIL

Item 18 (Asbestos removal at No.10) Deleted (No such property in block) £350 reduced to NIL

Item 19 (Removal and refitting Satellite dishes) Deleted (Not done) £480 reduced to NIL

Agreed Works Item 3 (Weatherseal draught excluders) Deleted (Lessee responsible) £852.60 reduced to NIL

Agreed Works Item 4 (Fitting of plywood panels) Reduce by 50% (Only 3 units done) £324 reduced to £162

- (6) The Tribunal makes the decisions as set out under the various headings in this Decision
- (7) The Tribunal makes an order under section 20C of the Landlord and Tenant Act 1985 limiting the Respondent's costs of this application chargeable to the service charge to NIL.
- (8) The Tribunal orders the Respondent to reimburse the Applicants' fees paid to the Tribunal for this application under Paragraph 9 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002.

The application

1. The Respondents seek a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to
 - a) the amount of the annual service charges payable by the Applicants in respect of the Service charge year commencing on 1st April 2010 and the estimated service charges in respect of the year commencing 1st April 2011 and
 - b) the amount of service charges payable by the Applicants in respect of a major works contract for cyclical repairs and maintenance carried out on the properties in 2010/11

both matters to be decided by reference to the terms of a (specimen) lease (the Lease) dated 23rd January 1989, a copy of which is attached hereto as Appendix 2.

2. The relevant legal provisions are set out in Appendix 1 to this decision.

The hearing

3. The Applicant was represented by Ms Fiawoo and Ms Kennedy. Ms Sahota represented the Respondent.
4. The Tribunal identified that the following matters were in dispute:

- i) Whether the Lease terms gave the Respondent power to charge for the items demanded.
- ii) Whether the sums demanded by the Respondent for each year in question were legally payable by the Applicants.
- iii) Whether any costs and fees relating to this application were payable.

Inspection

- 5. The Directions had not specifically provided for inspection, but it was clear from the papers that the quality of the work and the estate boundaries for the purposes of charging were in dispute. The Tribunal agreed with the parties that it would inspect. The Tribunal then inspected the property on the first afternoon of the hearing in the company of the Applicants, Ms Sahota and Mr Gwyer. Nos 1-7 Creeland Grove were in a 3 storey block of 4 units built of brick under a pitched tiled roof in about 1975. Access to the block was from the rear along a private road at the side of the building. The entry was controlled by a heavy security gate, but apparently it was not used. At the rear was hardstanding for vehicles in front of separate garages. Each unit had a separate piece of the rear garden area demised to it. Some fencing had been renewed at the side of the ground floor unit furthest from the access way, as had some paving flags leading to the front door. The windows were a mixture of double glazed and single glazed units. At first floor level at the rear, the communal access balcony showed signs of ponding, and signs of water leaks underneath. Some electric wires were hanging loose underneath the balcony. Two communal external electric lights were noted on the building. There were signs of recent redecoration, but the finishing was far from perfect. The downpipe at the rear of the side wall next to the accessway had been repainted but showed signs of impact damage and had not been renewed.
- 6. Generally, nos. 9-31 were in a four storey block of 12 units built about 1955 of brick under a flat roof, with projecting private balconies at 2nd floor level. Access was via communal stairs in the centre of the block, leading to communal balconies. The stairs were not fully enclosed. We noted a mixture of double glazing and Crittal single glazed units in the building. There were signs of renewal work on the flat roof, but this could not be inspected closely by the Tribunal. There were also signs of grit blasting, some repointing and redecoration to a basic standard. In the stairwell at high level the new paint was already flaking. Anti-slip paint had been applied to the communal balcony floors. At the rear some new fencing had been erected at the end of No.19. There were signs of silting around the drain covers on the first floor balcony, indicating possible blockages. In places on the building the external metalwork was still rusty, despite recent redecoration. In some places this was due to omission, in others due to inadequate preparation before repainting. Also in places the new external redecoration looked rough.

7. The Tribunal was able to inspect 3 individual properties. At no. 15, a crack in the external rear step had been roughly repaired, but not repainted. We also noted apparently redundant external cables, which we were informed led up to a communal satellite dish on the roof. The rear door had been repainted, although part of it was in poor condition. At no. 25, the frame of the living room window was uneven after removal of the storm seals. The lessee complained of only sealant being used to repair an internal crack between the window and the wall in the kitchen, which had not been there prior to the external work being done. However the sealant appeared to the Tribunal to be a recognised method of filling, and was apparently satisfactory. Plastic storm seals had been attached to the front door, but had not been mitred in neatly. A board in the panel next to the entrance door had been replaced, which the lessee queried. The front door had been roughly repainted while it was shut. At no.27, The entrance door had originally been grey, but had been painted white, as had the metal letterbox, much to the lessee's annoyance. There were splashes of paint on the external brickwork. There was debris from broken glass at the kitchen window, the glass having apparently been replaced without installing a cut out for the lessee's kitchen extractor fan. There was poor finishing and cleaning off after redecoration on the balcony. The balcony door had been painted while shut.

8. In the grounds, it appeared that no grass cutting had been done since the previous season, and a lot of fallen twigs and other debris lay scattered about on hard surfaces particularly around nos. 9-31, suggesting that little sweeping had been done recently. The Tribunal noted that it had conflicting plans in the bundle delineating the extent of the grounds. It appeared from inspection that part of Creeland Grove was private from the black gate at nos 1-7. Bargrove Crescent, at the rear of nos. 9-31 was also private. While inspecting Bargrove Crescent, the Tribunal was accosted by a resident who thought we were from the Council, and wished to complain about the state of it. The Tribunal also noted a road access from the private part of Creeland Grove between the two blocks running next to the electricity substation, and exclusively serving a long block of garages to the east of the grounds, but not part of them. The Tribunal also noted signs of silting around a large road drain in the private area in front of Nos. 9-31, which suggested that it was blocked.

Evidence and Submissions

9. The hearing took place on the first morning, and continued on the second day. The parties made written and oral submissions, with witness statements for the Applicants from all the Applicants, and also Mr R Taylor (No 11), and Mr G. Richards (No 19). The Respondent offered no witness statements, but the Tribunal allowed Ms Gibson and Mr Gwyer to give oral evidence for the Respondent, and to answer questions.

10. The Applicants submitted that they accepted they were obliged to contribute to the service charges levied under the terms of the Lease, but relating to the service charges generally, and the year 2010/11 in particular, the Respondent had failed, despite request, to provide details of the service charges which it claimed. Only in the bundle of documents had the necessary information been

produced and then only a few days before the hearing. The witness statements produced for the Applicants which had been sent to the Respondent for insertion in the bundle set out their detailed complaints. Relating to the (estimated) Annual service charges for 2011/12, they were concerned that the charges had increased as a result of double charging for items originally charged relating to the major works. No breakdown had been provided. They further sought an order that the Respondent should notify them when they intended to carry out annual checks on the blocks. Relating to the Major Works done in the year 2010/11, they requested a breakdown of the charges, queried the specification, necessity and quality of some parts of the work. Items of damage to lessees' properties and decoration had not been rectified. The Respondent and its contractors had been unresponsive to complaints and failed to liaise or notify lessees when work needed to be done in or near their properties. Also, in their view, major items of work had still not been completed. Further, they considered that other properties adjacent to the estate, notably in Perry Mansions Bargrove Crescent should have contributed to the costs of some work, particularly the maintenance of the grounds and access ways. Renewing the roofs was unnecessary, repairs had already been done which had dealt with the problem. The cost of grit blasting was excessive for the work done. During the contract the contractors were responsible for cleaning the blocks, but no corresponding reduction had been made in the annual service charges.

11. For the Respondent, Ms Sahota relied upon a Property Survey/Schedule for each block (see pp137-141 of the bundle), and a Schedule of the final Service charges for each of the Applicants' properties. She submitted that pursuant to the terms of Clause 5(1), the Tenth Schedule, Part I, paras. 1 and 5 the Applicants were obliged to pay for the works done. She submitted that the Section 20 procedures had correctly been followed by the Respondent in respect of the Major Works. Invoices based on actual costs had been sent on 3rd June 2011 for the Major Works, although the defects period had not yet expired. A final account had not yet been issued, but when it was, any amendments to the accounts would be made. A note of the cost headings and amounts was provided for each of the Applicants' properties relating to the service charges for 2010/11 and 2011/12 at pp116 – 118 of the bundle. Ms Sahota asserted that the costs were reasonable, and that there had been no overlap with the costs of the major works. However the Respondent had produced no invoices in support of the totals, but relied on the explanations given on pages 137, 139, 151 – 153 of the bundle. On the second day of the hearing a letter dated that day was produced, addressed to Ms Kennedy with further details of the costs for repairs, electricity consumption, maintenance, caretaking, sweeping, and grass cutting, together with a Certificate of Property (i.e Practical) Completion and snagging list dated 13th July 2011.

Decision

12. The Tribunal made the decisions noted above, with brief reasons. The main problem with the Respondent's case was lack of evidence, and lack of detail. We heard that the Respondent now uses electronic invoicing. However many invoices and job descriptions were much too vague in describing the work

done, particularly in the light of the Applicants' Statement of Case requesting further detail, querying whether specific work was reasonably done, whether other properties should contribute to the cost, and similar queries raised in earlier correspondence. The Respondent's case suffered from lack of detail, and lack of witness statements from its staff, making their oral evidence rather unfocussed. In all residential service charge cases, the party entitled to spend money and collect a service charge is deemed by statute and common law to be a trustee. Where there is a dispute, it is for the trustee to show that it was reasonable to do the work, and that the cost is reasonable. If the trustee is unable to do so on the balance of probabilities, then it will be unable to collect the relevant item of service charge. The Tribunal deals with individual items in more detail below.

13. Lease Terms

The Respondents did not seriously challenge the Respondent's right to charge a service charge, however the property let to the lessee (for which the lessee, not the lessor was responsible) was slightly complex. The Fourth Schedule demised individual properties *"shown edged red on the plan attached hereto including all exterior walls and the glass of the windows of the Demised Premises and the doors and door frames ...and all walls (save the walls dividing the demised premises from any other Flat/Maisonette or from the common halls landings staircases steps and passages in the buildings which walls shall be party walls and structures)...TOGETHER ALSO WITH the garden ground (if any) enjoyed therewith and also shown edged red on the plan attached hereto"*

14. Annual Service charges – 1-7 Creeland Grove

Relating to the Annual Service Charges for 2010/11 for 5 Creeland Grove (see p. 137 of the bundle):

– Communal electricity; The Tribunal heard that the Respondent was unable to produce copies of the relevant bills. The meters were read by a third party on behalf of the Respondent. The Respondent's staff were not sure where the meters were. The Tribunal counted the number of external lights in the two buildings, and decided that the sum being demanded at 1-7 was very much higher than it would expect. The sum being charged for 9-31 Creeland Grove looked about right. In the absence of credible evidence the Tribunal used its own knowledge and experience to substitute a reasonable figure for the cost of the lighting concerned). £117 was reduced to £7.02

- Sweeping and Grounds Maintenance; The documentary evidence was too vague, only referring to Creeland Grove and Bargrove Crescent generally. The plan offered as the definitive plan of the estate showed that it was restricted to the area immediately around the block. It was clear from inspection that there were a number of other properties in the two roads concerned, including commercially let garages, which would benefit from work being done. The Tribunal also considered that the work being done was unsatisfactory. In view of the inadequate evidence the Tribunal reduced the cost of £35.58 to NIL, and £25.77 to NIL

- Anti-Social Behaviour; The Tribunal heard that this was a cost being divided amongst all the Applicant's leaseholders as a borough-wide charge. Ms Sahota considered that lessees might also be guilty of anti-social behaviour,

e.g. allowing water to escape, to the detriment of other tenants. She relied upon the terms of Schedule 10, para. 5(xvi). The Tribunal considered the Lease terms, including paragraph 16 of the Seventh Schedule (Nuisance), the Ninth Schedule (Lessor's Covenants), and the Tenth Schedule (Service Charges). It concluded that no item there could reasonably be considered as allowing such a charge to be made to lessees. Schedule 10, Para. 5(xvi) mentioned only the costs of management. The items covered in the service charge generally appeared to relate to items of physical work, and although a provision existed for lessees to follow a code of conduct, there was no specific provision for payment towards enforcement. In the Tribunal's view, other legal remedies already existed for breaches of the Lease. This was a novel charge and appeared speculative at best. £28.52 was reduced to NIL.

15. Annual Service charges - 15, 25 and 27 Creeland Grove (see p.139 of the bundle): 2010/11
 - Sweeping and Grounds Maintenance; For the same reasons as noted relating to Nos. 1-7 above, the Tribunal decided that the evidence was too vague. £39.54 was reduced to NIL, and £25.77 to NIL.
 - Caretaking; The Tribunal considered that the evidence in favour of the charge was too vague. Again there was considerable doubt as to the area being covered by the caretaking, and also the time being taken to do it. The Respondent apparently had no independent quality control check on the work. Some hourly rates looked very high. The Respondent accepted that the apparent charge of £179 per hour for Nos. 9-31 was too high. After discussion the Applicants accepted that £32 per hour was not unreasonable. In the end the Tribunal decided that some work was being done for the blocks concerned, and used its own experience to substituted what appeared to be a reasonable block cost figure, based on 0.5 hours per week over 44 weeks for Nos. 1-7 coming to the sum of £718.33 (as demanded), and 1.5 hours per week over 44 weeks for Nos.9-31, where the block cost of £3,000 was reduced to £2,154
 - Anti-Social Behaviour; For the reasons noted above relating to Nos. 1-7, the Tribunal considered this charge was not covered by the Lease, and therefore unreasonable. £28.52 was reduced to NIL.
16. The Tribunal determines relating to the Estimated Annual Service Charges for 2011/12 relating to both blocks that the estimated items for that year be deleted or reduced in accordance with its findings on such actual items set out in paragraphs 14 and 15 above.
17. Relating to the Major Works Contract at Nos. 1-7, the Tribunal decided as follows:
 - Item 3 (includes painting doors); The Tribunal noted the terms of the demise in paragraph 13 above. Thus the Lease demised the entrance doors to the lessees, and the landlord was not obliged to paint them, nor was it entitled to charge for doing such work. The Tribunal heard that the Applicants were given no choice in the matter, and they had complaints about the quality of the work done. The Tribunal decided that the sum demanded be reduced to reflect the cost of lessees doors painted, which appeared from the Schedule to be about 10%. £2,642 was reduced to £2,377.80

Item 4 (Renewal of Downpipe at Nos.1-7). At the hearing, after inspection, the Respondent agreed that the downpipe concerned had not been renewed. The Tribunal thus reduced the sum demanded from £189 to NIL.

Item 7 (Fencing repairs); The Respondent considered that this work was chargeable to the service charge, however it seemed clear that the work had only been done on tenanted properties, not properties of leaseholders, even when the fences concerned were in poor condition. The demise and plans of lessees' properties appeared from the Lease to include the boundary fences. The Tribunal concluded that the charge was not covered by the terms of the Lease, and only benefited the landlord's retained properties. The Tribunal thus reduced the cost of £315 to NIL.

Item 10 (Paving flags); Again, this work appeared only to benefit a tenanted property, not the communal areas. The Tribunal reduced the charge of £277.50 to NIL.

Item 12 (Removal and refitting Satellite dishes); The evidence from the Applicants was compelling, that only one unit had been done, rather than the two units charged for. The Respondent was unable to offer any evidence on the point. The Tribunal reduced the charge by 50% thus £120 was reduced to £60.

18. Relating to the Major Works Contract at Nos. 9-31 the Tribunal decided as follows:

Item 3 (includes painting doors); For the same reasons noted in paragraph 17 above the Tribunal decided to reduce the charge by 10%. £5,404 was reduced to £4,863.60

Item 8 (Glass repairs); The Tribunal noted under the terms of the Lease (see above) the lessees were responsible for this item. £275.52 was reduced to NIL

Item 10 (Replace door handle); From the description in the Schedule, this was clearly work on tenanted property, and thus not chargeable. £35 was reduced to NIL

Item 15 (Fencing repairs); For the reasons noted at paragraph 16 above the Tribunal considered that this was work done on tenanted property, and not chargeable to the lessees as a service charge. £52.50 was reduced to NIL

Item 18 (Asbestos removal at No.10); Since there was no such property in the block, and no credible explanation of the discrepancy, the Tribunal decided the charge was unreasonable. £350 was reduced to NIL

Item 19 (Removal and refitting Satellite dishes); Again the evidence from the Applicants was that this work had not been done. The Respondent could offer no further useful evidence. £480 was reduced to NIL.

Agreed Works Item 3 (Weatherseal draught excluders); Under the Lease, the entrance door frames belonged to the lessees, and there was no right to charge for such work. The Tribunal reduced £852.60 to NIL.

Agreed Works Item 4 (Fitting of plywood panels). From evidence and inspection the Tribunal concluded that only three units had been done and thus reduced the charge by 50%. £324 reduced to £162.

19. In coming to its conclusions the Tribunal noted that a snagging list had been prepared, and that a further inspection was due. It also noted the Respondent's promise to involve lessees in the final inspection.

20. Relating to all other items demanded, the Tribunal concluded that the costs were reasonable. The Applicants disputed the bulk waste removal charge. However there was clear evidence from inspection that rubbish dumping around the blocks was a problem. A charge of £15 per unit per year was not unreasonable for this service. The general Building and Estate Repairs charges also appeared reasonable from the evidence finally produced by the Respondent. The Applicants disputed whether certain inspections had taken place, but the Tribunal was prepared to accept that the work had been done. While all elements of the management charges were disputed, the Tribunal accepted that some work had been done. In the end it decided that only the Anti-Social Behaviour charge should be deleted. The Tribunal accepted that some of that work had not been done very well, but noted that the actual cost was £135 per unit per annum. The Respondent referred the Tribunal to case No. LON/00AZ/LSC/2007/0456 where another tribunal had accepted £200 per unit to be reasonable. The Tribunal decided that notwithstanding instances of poor service, the charge was low compared with other managers. The Tribunal decided that the cost represented reasonable value, but would urge the Respondent to consider some form of quality assurance for this service, e.g. a regular "secret shopper" exercise, which is used elsewhere in the public sector with some success.
21. For clarity, dealing with a number of points raised in submissions, the Tribunal found no evidence of double charging of the cost of the major works in the annual service charges. Also the Tribunal accepted that the work for renewal of the roof covering was reasonably and properly done, subject to the lessees being informed of the terms and period of the guarantee. Some of the Applicants considered that patch repairs, rather than renewal would have been sufficient, but the Tribunal heard evidence that the roof covering was very old, and that there had already been leaks through the old roof covering. Mr Gwyer stated that the roof renewal work probably came with a 20 year guarantee. Mr Gwyer was unable to produce documentary evidence at the hearing, but in its experience the Tribunal would expect such work to be guaranteed. Clearly, if work had to be done on the roof during the guarantee period, any Tribunal considering the point would query whether a claim on the guarantee should have been made. The Respondent should specifically inform the Applicants about the guarantee as soon as possible.
22. Section 27A does not give the Tribunal jurisdiction to order that a party acts in a particular way, e.g. by giving notice of proposed annual checks, to do work to a particular specification, or to rectify damage to lessees' properties. Such matters would be for a court to decide, not this Tribunal. Section 27A is primarily directed to whether particular works and charges are reasonable or not. When deciding whether a particular charge is reasonable, the Tribunal is entitled to decide, with the benefit of hindsight, whether it was reasonable to do certain work, or do it in the way that the landlord did so. Thus a landlord does work at his own risk, but is entitled to make an application to the Tribunal under Section 27A(3) relating to prospective work, if there is any doubt.

Costs and Fees

23. Relating to Section 20C, the Respondent submitted at the hearing that the application was premature, and could have been dealt with by negotiation. The Applicants disputed this point. The Tribunal considered that the correspondence showed a lack of willingness by the Respondent to discuss issues constructively. Even at the hearing, it took several hours of questioning for the Tribunal to understand the accounts on which the demands were based, and the evidence was very vague. The Tribunal considered that the Respondent had shown no evidence of quality assurance over its complaints procedures. The Tribunal decided that the Applicants had no choice but to pursue the application, and had been relatively successful. The Tribunal made an order under section 20C of the Landlord and Tenant Act 1985 limiting the Respondent's costs of this application chargeable to the service charge to NIL.

24. Relating to fees paid by the Applicants, for similar reasons, the Tribunal orders the Respondent to reimburse the Applicants' fees of £250 paid to the Tribunal for this application under Paragraph 9 of Schedule 12 to the Commonhold and Leasehold Reform Act 2002.

Signed: Lancelot Robson

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

Dated: 18th May 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.

Commonhold and Leasehold Reform Act 2002

Schedule 12

Paragraph 9

“(1) Procedure regulations may include provision requiring the payment of fees in respect of an application or transfer of proceedings, or oral hearing by, a leasehold valuation tribunal in a case under-

- (a) The 1985 Act (service charges and appointment of managers)
- (b) – (e)

(2) Procedure regulations may empower a leasehold valuation tribunal to require a party to proceedings to reimburse any other party to the proceedings the whole or any part of any fees paid by him

- (3) The fees payable fees payable..... shall not exceed-
- (a) £500....”

Paragraph 10

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

(2) The circumstances are where-

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

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

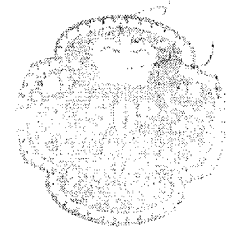
(3) The amount which a party to proceedings may be ordered to pay in the proceedings by a determination under this paragraph shall not exceed-

- (a) £500, or
- (b)

APPENDIX 2

– Lease dated 23rd January 1989 – see attached copy.

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1986
AND HOUSING ACT 1985



LONDON BOROUGH: LEWISHAM
TITLE NO:- LN 104626

PROPERTY:- 25 Creeland Grove SE6

THIS LEASE is made the 23rd day of January 1989

BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall Catford London SE6 (hereinafter called "the Lessor") of the one part and the person or persons whose names and addresses appear and are set out in Paragraph 1 of the Particulars hereunder (hereinafter called "the Lessee") of the other part

PARTICULARS

1. Name and Address of Lessee:- EDWARD CHARLES HILLS DORIS ADA HILLS
both of 25 Creeland Grove London SE6

2. The amount of the consideration:- EIGHTEEN THOUSAND FIVE HUNDRED POUNDS
(£ 18,500)

3. Date of commencement of term of this Lease:- 23rd January 1989

4. Date of expiry of term:- 8th January 2114

5. Name of Estate (if any):- Creeland Grove

6. Name of Building (if any):- 9-51 Creeland Grove

7. Number of Flat/Maisonette:- 25

8. Floor(s) on which Flat/Maisonette is situate:- Second

9. Amount of Discount:- £35,000

WHEREAS:

Recitals 1. The Lessor holds the Demised Premises in Fee Simple in Possession subject to all or any restrictions covenants and stipulations contained or referred to in the Lessor's Title to the Demised Premises

2. The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises at the premium and upon the terms herein mentioned and contained and on the terms set out in the Housing Act 1985 .

3. It is intended that every person becoming a Lessee of a Flat/Maisonette for the time being on the Estate shall enter into covenants with the Lessor in similar terms to those entered into by the Lessee hereunder to the intent that the Lessee of any such Flat/Maisonette may enforce the observance and performance of the said covenants by the Lessee of any other Flat/Maisonette

NOW THIS DEED WITNESSETH as follows:-

Definitions 1. In this Deed save as otherwise provided or unless the context otherwise requires:
(a) "the Lessor" includes the successors in title of the Lessor or other the persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created

- (b) "the Lessee" includes two or more joint lessees their survivor or survivors and the successors in title of the Lessee and all obligations of joint Lessees shall be joint and several
- (c) words importing only the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa
- (d) references to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted
- (e) "the Estate" means the Estate described in the First Schedule hereto
- (f) "the Building" means the property described in the Second Schedule hereto
- (g) "the Reserved Property" means the property described in the Third Schedule hereto
- (h) "the Flats/Maisonettes" means the Flats/Maisonettes forming part of the Building
- (i) "the Demised Premises" means the premises described in the Fourth Schedule hereto
- (j) "the Particulars" means the Particulars set out above

Notices

2. Any notice to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left at the Demised Premises or sent by pre-paid post to the Demised Premises and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the Solicitor of the Lessor and delivered to him or sent to him by Recorded Delivery post at the Town Hall Catford London SE6 or other principal office for the time being of the Lessor ANY notice sent by post shall be deemed to be served 48 hours following the time of posting

3. In consideration of the sum referred to in Paragraph 2 of the Particulars now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the rent hereinafter reserved and the Lessees covenants hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT the Demised Premises referred to in the Fourth Schedule hereto TOGETHER WITH the rights and easements set out in the Fifth Schedule hereto EXCEPT AND RESERVING unto the Lessor and all others for the time being entitled to the same the rights and easements set out in the Sixth Schedule hereto TO HOLD the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Estate the Building or the Demised Premises or any part thereof are now or may at any time within 80 years from the date hereof be subject) unto the Lessee from the date specified in Paragraph 3 of the Particulars for the term of years commencing on the date set out in Paragraph 3 of the Particulars and expiring on the date set out in Paragraph 4 of the Particulars YIELDING AND PAYING therefor by way of rent during the term hereby granted the yearly sum of TEN POUNDS payable in advance by one payment on the 1st day of April in every year the first payment or a proportion thereof to be paid on the date hereof.

Lessee's
Covenants

4. The Lessee HEREBY COVENANTS with the Lessor throughout the term hereby granted to observe and perform the covenants set out and contained in the Seventh Schedule hereto and to comply with and observe such regulations or standards of conduct

as the Lessor may make from time to time in accordance with the provisions of the Eighth Schedule hereto to the intent that such regulations or standards of conduct shall enure for the benefit of the Lessees or occupiers of the Flats/Maisonettes with regard to the Demised Premises and the Reserved Property

Lessee to
pay Service
Charges and
Improvement
Contributions

5.(1) The Lessee HEREBY COVENANTS with the Lessor throughout the term hereby granted (but nevertheless subject to the terms of Schedule 6 of the Housing Act 1985 and Sections 18-30 (inclusive) of the Landlord and Tenant Act 1985 insofar as the same are capable of applying to the Demised Premises) to pay to the Lessor such sum or sums in respect of the matters described in parts I and II of the Tenth Schedule hereto and assessed in accordance with the terms thereof together with any Value Added Tax or other tax or duty properly payable or assessed thereon as maybe demanded in writing from time to time by the Lessor within 21 days of the service of such demand on the Lessee

(2). NOTWITHSTANDING the provisions of Clause 6 the Lessor shall be entitled to replace modify or withdraw any of the services or matters referred to in Clauses 1(3) 1(4) 3 and 5(2) of the Ninth Schedule or for the provision of which the Lessee has covenanted to pay under this Clause on all or any of the following grounds namely that such services or matters (in the reasonable opinion of the Lessor) are no longer required or are uneconomic to provide or maintain or are affected by changes in management practices or policies PROVIDED that all such replacements modifications or withdrawals apply to the majority of tenants or occupiers of the Building or Estate

Lessor
Covenant

6. THE Lessor HEREBY COVENANTS with the Lessee that the Lessor (but nevertheless subject to the provisions of Clause 5(2) hereof) will perform and observe and carry out or cause to be carried out the covenants and obligations set out in the Ninth Schedule hereto and the obligations on its part herein contained Lessor's

Further
Covenant

7. THE Lessor hereby FURTHER COVENANTS with the Lessee that:-

(1) IT will require every person to whom it shall hereafter grant a lease of the Flats/Maisonettes or any of them to enter into a lease containing covenants conditions restrictions regulations obligations and agreements substantially similar to those herein contained

(2) THE Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained shall peaceably hold and enjoy the Demised Premises but nevertheless subject to Clause 8(2)(c) hereof together with the rights hereby granted for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

8. IT IS HEREBY AGREED AND DECLARED as follows

(1) The Lessor shall be entitled

(a) To appoint if the Lessor so desires competent and reputable managing agents for the purpose of fulfilling the obligations of the Lessor under Clause 6 hereof and of managing and conducting the management of the Estate and Building and to remunerate them for their services

(b) To employ competent and reputable architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Estate or the Building or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

(2) (a) That the Lessor shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whatsoever through any defect in the Estate or Building or any part thereof (other than liability arising under the Defective Premises Act 1972) or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any person employed in connection with the Estate or the Building

(b) Any failure on the part of the Lessor to perform or supply the obligations and services herein provided shall not release the Lessee from any of the covenants in this Lease contained

(c) The Lessor shall not be liable or responsible for any damage injury or loss (other than for personal injury) suffered by the Lessee or any other person whatsoever arising from the Lessor performing and observing its covenants and obligations set out in the Ninth Schedule hereto and the obligations on its part herein contained and in particular but without prejudice to the generality of the foregoing its covenant under Clause 7(2) hereof

Discount
on Disposal

9. The Lessee hereby covenants with the Lessor that on any disposal as defined in Section 155 of the Housing Act 1985 within a period of 3 years from the date hereof to pay to the Lessor such sum of the Discount as referred to in Paragraph 9 of the Particulars hereto calculated in accordance with the said Section but if there is more than one disposal then only on the first of them

Discount as
a Charge

10. THE liability arising under the covenant in Clause 9 hereof shall be a charge on the property in accordance with Section 156 of the Housing Act 1985

Land
Registry
Notice

11. THE Lessor hereby applies to the Chief Land Registrar to enter on the Register a notice of the exceptions reservations and covenants herein contained and referred to whether in favour of the Lessor or otherwise and the Statutory Charge referred to in Clause 10 hereof

Repossession
and
Determination

12. IF and whenever the rent hereby reserved or any part thereof shall remain unpaid for Twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor

or any person or person authorised by the Lessor in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess the same as in its former estate and thereupon the term hereby created shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

Settlement
of Disputes

13. IF any dispute or difference shall arise between the Lessor and the Lessee under or arising out of this Lease including the operation or construction thereof and rights duties or liabilities of either party every such dispute or difference shall be determined by an independent person to be appointed by agreement between the parties and in default of agreement by an independent surveyor to be nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors for the time being and the determination by the appointed person or Surveyor shall be as an expert and not as an arbitrator and such determination shall be final and binding upon the parties hereto and the costs of the appointed person or Surveyor in connection with such determination shall be borne in equal proportions by the Lessor and the Lessee

Certificate
of Value

14. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the sum of £ 30,000
IN WITNESS WHEREOF the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his/her/their hands and seals the day and year first before written

THE FIRST SCHEDULE above referred to

THE ESTATE

Definition
of the
Estate

ALL THAT area of land shown edged yellow on the attached plan comprising land gardens flats maisonettes houses access roads pathways garages parking spaces stores and children's play areas on the Lessor's Estate referred to in paragraph 5 of the Particulars and the communal and/or amenity areas (if any) of the Estate for the purpose of this Lease are shown hatched in black

THE SECOND SCHEDULE above referred to

THE BUILDING

Definition
of the
Building

ALL THAT piece or parcel of land situate upon the Estate and shown edged blue on the said plan

TOGETHER with the Flats/Maisonettes erected thereon or on some part thereof but excluding all other parts of the Estate such Building being referred to in paragraph 6 of the Particulars

THE THIRD SCHEDULE above referred to

THE RESERVED PROPERTY

Definition
of the
Reserved
Property

FIRSTLY all those the areas forecourts courtyards fences walls access roads pathways garages pramsheds launderettes stores waste disposal sheds and chutes and the landings halls staircases lifts steps passages and other parts of the Building which are used in common with the lessees or occupiers of any of the Flats/Maisonettes forming part of the Building

SECONDLY all those the external main structural parts of the Building including the roofs roof supports foundations structural parts of the railings of any balconies and external walls and parts thereof (but not the external walls of the Demised Premises and not the glass in the windows of Flats/Maisonettes (except those Thirdly referred to hereunder) nor the interior faces of such external walls as bound the Flats/Maisonettes except as aforesaid) also the walls dividing the Flats/Maisonettes from any common halls landings and staircases (but excluding the interior faces of such walls and any staircases situated wholly within the Demised Premises) steps and passages in the Building and all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires cables ducts shafts and conduits not used solely for the purpose of the Demised Premises and the joists or beams to which are attached any ceilings or floors

THIRDLY any Flat/Maisonette for the time being not sold or let on long lease on similar terms to these presents except for the premium

FOURTHLY all other parts of the Estate other than the Building

THE FOURTH SCHEDULE referred to in Clause 3

THE DEMISED PREMISES

Definition
of Demised
Premises

ALL THAT Flat/Maisonette as referred to in paragraph 7 of the Particulars hereto and situate on the floor or floors of the Building referred to in paragraphs 8 and 6 respectively of the said Particulars shown edged red on the plan attached hereto including all exterior walls and the glass of the windows of the Demised Premises and the doors and door frames the surface of the floors above the joists beams or floor slabs and the surface of the floor of the balcony (if any) and the ceiling of the Flat/Maisonette up to but excluding the joists beams or floor slabs to which the ceiling is attached and all walls (save the walls dividing the Demised Premises from any other Flat/Maisonette or from the common halls landings staircases steps and passages in the Building which walls shall be party walls and structures) TOGETHER WITH all fixtures and fittings sanitary apparatus cisterns tanks sewers drains pipes cables wires ducts shafts conduits and heating apparatus (if any) which are in or about any part of the Building and serve exclusively the Demised Premises PROVIDED THAT the Demised Premises shall not include such other parts of the Building forming or intended to form part of the Reserved Property and the premises included or intended to be included in the leases of the adjoining or neighbouring Flats/Maisonettes TOGETHER ALSO WITH the garden ground (if any) enjoyed therewith and also shown edged red on the plan attached hereto

THE FIFTH SCHEDULE referred to in Clause 3

RIGHTS AND EASEMENTS IN FAVOUR OF THE LESSEE

Rights of
Way etc.

1. THE right in common with the Lessor and the Lessees and occupiers of all other Flats/Maisonettes and all others having the like right for the Lessee and for all other authorised persons coming to or leaving the Demised Premises to have access to or

egress from the same (including all or any lifts or fire escapes) and including the right in common with the Lessor and all other persons having the like right for the Lessee and all other persons authorised by the Lessee on foot only over the pathways coloured green on the attached plan and with or without vehicles over the roadways (if any) coloured brown on the attached plan subject to such reasonable regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

Benefit of Services

2. THE right of free passage and running of gas electricity (or other illuminant or source of power) heat air water and soil and other service installations from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables ducts shafts and conduits which are now or may at any time hereafter within 80 years from the date hereof be in or under or upon any part of the Building and the Estate for the service of the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

Benefit of Mutual Covenants

3. THE benefit of the like covenants and restrictions to those herein contained imposed by the Leases of other Flats/Maisonettes upon the Lessees thereof so far as such covenants and restrictions are intended to benefit the Demised Premises or the Lessee and so far as the benefit thereof can in law accrue to the Demised Premises or the Lessee

Support

4. THE right of support and shelter as far as may be necessary to the Demised Premises as the same is at present enjoyed from the adjoining Flat/Maisonette or Flats/Maisonettes and any part of the Building or the Estate which may be respectively below or beside or above the Demised Premises and the foundations thereof and the right to the protection afforded to the Demised Premises by the roof of the Building

Access

5. THE right at all reasonable times with or without operatives and others as often as need or occasion shall require to enter any adjoining or adjacent Flat/Maisonette or any other part of the Reserved Property as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be completed with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless seven days notice in writing has previously been given to the adjoining Lessee (or to the Lessor if the Flat/Maisonette to be entered forms part of the Reserved Property) except in the case of emergency

Refuse Aerials & Parking

6. THE right (in common with all other persons entitled to the like right) and subject to the availability of the services referred to:-

- (1) To use the refuse facilities (if any) serving the Building
- (2) To connect any wireless or television apparatus in the Demised Premises with any aerials for the time being provided by the Lessor (if any)
- (3) To park one private motor vehicle only in the area (if any) set aside by the Lessor for parking purposes on the Estate PROVIDED ALWAYS that such motor car is taxed insured and in regular use AND that no maintenance or other work is carried out to or on the motor car whilst the same is parked on the Estate

SUBJECT to such reasonable regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

THE SIXTH SCHEDULE referred to in Clause 3

EXCEPTIONS AND RESERVATIONS IN FAVOUR

OF THE LESSOR

- Services 1. THE right of free passage and running of gas electricity (or other illuminant or source of power) heat air water and soil and other service installations from and to other parts of the Building and the Estate through all cisterns tanks sewers drains gutters pipes wires cables ducts shafts and conduits which now are or may at any time hereafter within 80 years from the date hereof be in under or upon the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
- Support 2. THE right of support and shelter to the adjoining Flats/Maisonettes and any other part of the Building and the Estate as the same is at present enjoyed
- Access 3. THE right for the Lessor its servants agents or contractors and the Lessees or occupiers of the adjoining Flats/Maisonettes their servants agents or contractors at all reasonable times with or without operatives and others as often as need or occasion shall require to have access to and enter the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of inspection or executing repairs to any part of the Building or the Estate or to any cisterns tanks sewers drains gutters pipes wires cables ducts shafts and conduits or other things serving any part of the Building or the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat/Maisonette the person exercising such right making good forthwith any physical damage caused by such works of repair such right not to be exercised unless seven days notice in writing has previously been given to the Lessee except in the case of emergency
- Rebuilding and Alteration 4. THE right to rebuild or alter any other part of the Building or any buildings now or at any time during the period of 80 years from the date of this Lease constructed on any part of the Estate and to build upon or use any part of the Estate at any time and in any manner and for any purposes whatsoever notwithstanding any interference with or damage to the Demised Premises caused thereby or any interference with the user or enjoyment of the Demised Premises or the access of light or air to the Demised Premises resulting therefrom (and the said access of light and air is hereby agreed to be enjoyed under the express consent of the Lessor who may interfere with such access or enjoyment in manner aforesaid without any formal revocation of such consent) PROVIDED THAT the Lessor shall make good all physical damage to the Demised Premises so caused
- Quasi-Easements 5. ALL other rights and easements and quasi-easements and advantages over the Demised Premises now used or enjoyed and whether or not continuous apparant or reasonably necessary with any other part of the Building or any adjoining land of the Lessor

Management 6. ALL other rights which the Lessor may reasonably require in connection with the management of the Building or any other part of the Estate

Estate Boundaries 7. THE right of the Lessor to agree with any adjoining or adjacent occupier variations in the boundaries of the Estate including the Building (but not of the Demised Premises) and to make variations to any rights of way or access over the Estate including the Building or over any adjoining property except the Demised Premises

THE SEVENTH SCHEDULE referred to in Clause 4

THE LESSEES COVENANTS

To pay Rent 1. TO pay the said yearly rent and payments herein reserved and made payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction

To pay Rates etc. 2. TO bear pay and discharge all water and general rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied or assessed or imposed upon the Demised Premises or any part thereof or upon the owner or occupier in respect thereof whether the same shall be in the nature of those now in being or not and in the event of any such rates taxes duties charges assessments impositions or outgoings being assessed charged or imposed on the Lessor in respect of the Building or the Estate to repay to the Lessor on demand the due proportionate part assessed in accordance with the Tenth Schedule of such rates taxes duties charges assessments impositions or outgoings

Statutory Undertakers Charges 3. TO pay for all gas and electricity or other illuminant or source of power consumed on the Demised Premises all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the Lessor and other relevant authorities

To Repair 4. TO the satisfaction of the Lessor to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the Demised Premises and all fixtures and fittings therein and all additions thereto and whenever necessary to rebuild and reinstate and replace the Demised Premises and every part thereof including all doors and door frames floors and ceilings fixtures and fittings and all cisterns tanks sewers drains gutters pipes wires cables ducts shafts conduits and any other things installed for the purpose of supplying hot water (if any) central heating (if any) gas electricity (or other illuminant or source of power) or for the purpose of draining away water soil and for allowing the escape of steam air or deleterious matter from the Demised Premises insofar as such pipes wires cables ducts shafts conduits or other things are solely installed or used only for the purpose of the Demised Premises and including all walls window glass boards and skirtings SAVE THAT in the case of all exterior walls and all walls dividing the Demised Premises from the common halls staircases passages and landings in the Building the obligations of the Lessee under this Clause shall be limited to keeping the interior plasterwork and decoration of such walls boards and skirtings in such repair and condition including replacement of any damaged or broken window glass as aforesaid

To Paint 5. TO paint the interior of the Demised Premises including the interior of the window frames as appropriate with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Demised premises and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate throughout in every sixth year of the term hereby granted and in the last year or sooner determination of the term hereby granted

To Allow Access 6. TO permit the Lessor with or without operatives and all other persons authorised by it at reasonable times and upon prior written notice except in the case of emergency during the term hereby granted to enter upon and view and examine the condition of the Demised Premises and take a schedule of all landlord's fixtures and fittings therein and for other reasonable purposes AND in respect of all defects and wants of repair found on any such view the Lessor may thereupon serve the Lessee with notice in writing.

Assignment 7.(i) UPON any assignment of the whole of the Demised Premises the Lessee will require the proposed Assignee to enter into a direct Deed of Covenant with the Lessor to pay the rents and to observe and perform the covenants conditions restrictions regulations obligations and agreements herein contained or referred to or hereby implied and on the part of the Lessee to be observed and performed (including such as do not run with the Lease or the reversion thereof) and to pay the Lessor's Solicitors proper charges and disbursements relating to the preparation and completion of any deeds or documents which shall be necessary for the purpose of compliance with this clause.

(ii) WITHIN twenty-one days after every assignment transfer vesting deed assent charge mortgage or other devolution of the Demised Premises or on the grant of Probate of the Lessee's will or on the grant of Letters of Administration to his/her Estate to produce the same to the Solicitor to the Council for registration and to pay such reasonable fee as the Solicitor to the Council shall demand PROVIDED such fee shall not be less than TEN POUNDS (£10.00) in respect of each document so registered

Access to other Lessees 8. UPON receipt of not less than seven days prior written notice (except in the case of emergency) to permit the respective lessees of the other Flats/Maisonettes in the Building to have access to and enter upon the Demised Premises as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations under any covenants relating to any other Flat/Maisonette and similar to those herein contained.

Prospective Purchaser to view 9. IN the event of the Lessor contemplating selling or granting a lease of the reversion expectant hereon to permit on reasonable notice in writing being given to the Lessee any prospective purchaser or lessee or their respective agents to enter upon the Demised Premises to view the same

To carry out Sanitary works etc 10. WITHIN the time imposed by law or by notice requiring the same to be done or if no such time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public or Statutory Authority

(including the Lessor in its capacity as the Local Planning or Environmental Health Authority or any other competent Authority) may lawfully require to be carried out on or in connection with the Demised Premises (whether by the landlord tenant owner or occupier) all such works to be done to the satisfaction of the Lessor or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessor or its agents for work done by the Lessor or its agents in preparing or approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder.

Compliance
with Planning
Acts

11.(1) NOT without the prior written consent of the Lessor in its capacity as Freeholder of the Demised Premises to carry out or permit to be carried out (other than work being carried out by the Lessor) upon in or over or under the Demised Premises any development within the meaning of the Town and Country Planning Acts 1971-1977 (hereinafter in this Clause called "the Acts")

(2) NOT to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provisions of the Acts and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

(3) WITHIN seven days after the receipt of the same to give to the Lessor full particulars of any Notice or Order or proposal for an order given issued or made to or on the Lessee by the Planning Authority (including the Lessor in its capacity as Local Planning Authority) under the Acts and if so required by the Lessor to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessor is not the Local Planning Authority at the request of the Lessor but at the cost of the Lessee to make or join with the Lessor or any other person the Lessor shall direct in making such objection or representation against or in respect of any such notice or proposal as the Lessor shall deem expedient.

Fire
Precautions

12. AT all times during the term to comply at the expense of the Lessee with all the requirements of any legislation relating to the prevention or extinction of fires and the provision of means of escape from the Demised Premises in case of fire AND where the means of escape is through the Building or any adjoining Flat/Maisonette not to obstruct or interfere with such means of escape.

Creation of
Easements

13. NOT to permit any owner or occupier of any adjoining or adjacent Flat/Maisonette to acquire any right of light or air way water drainage or other easement over or through the Demised Premises or the Building but forthwith to inform the Lessor of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such rights or easements and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such rights or easements.

Restriction
against
waste etc.

14. NOT to suffer any encroachment to be made on the Demised Premises and if any such shall be made to permit the Lessor or others for the time being concerned to take any appropriate action and not to permit any wilful or voluntary or permissive waste or spoil to be done or suffered upon the Demised Premises.

Section 146
Notices

15. TO pay to the Lessor all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court or incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the Demised Premises.

Nuisance

16.(i) NOT to permit or suffer to be done in or on the Demised Premises any act or thing which may be or become a nuisance or inconvenience to the Lessor or any other lessee or occupier of any of the Flats/Maisonettes or to the owner or occupier of any adjoining or neighbouring property including any action which may contravene the Race Relations Act 1976 or Sex Discrimination Act 1975.

(ii) WITHOUT prejudice to the generality of the foregoing not to obstruct or permit or suffer to be obstructed any pathways driveways accessways hallways landings staircases steps or passageways used in common with the Lessor or the Lessee's tenants or occupiers of other Flats/Maisonettes or other authorised persons

Residential
Use

17. NOT to use the Demised Premises for any trade or profession or business whatsoever but to keep and use the Demised Premises as private residential premises for occupation by one household only

Immoral
Purposes

18. NOT to use the Demised Premises or permit or suffer it to be used for any illegal immoral improper unpleasant noisy or noxious purpose.

Restriction
against
Alterations

19. NOT at any time hereafter without the Lessor's prior written consent to make or permit to be made any alteration in the construction height elevation or architectural appearance of the Demised Premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the Demised Premises or any part thereof or enclose the portico (if any) thereof or erect any fences or obstructions poles wires aerials or other erection upon the Demised Premises.

To pay
Fees

20. To pay any proper professional fees incurred by the Lessor in respect of any application for consent or approval of the Lessor as may be required hereunder by the Lessee.

Prevention
of Damage
by Water
etc.

21.(1) TO keep all water waste and soil pipes drains sinks baths lavatories and cisterns of the Demised Premises free from obstruction and properly cleansed.

(2) TO take all reasonable and proper action to prevent the freezing or overflow of any of the water pipes or cisterns of the Demised Premises and in the event of such happening without prejudice to the Lessors other rights under this Lease immediately to rectify and make good all damage and injury thereby caused.

(3) TO ensure that no water or liquid soaks through the floors of the Demised Premises and not to suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns waste or soil pipes in the Demised Premises and in the event of such happening without prejudice to the Lessors other rights under this Lease immediately to rectify and make good all damage and injury thereby caused.

Not to
endanger
Structure
etc.

22(1) NOT to endanger or permit to be endangered by overloading any floor or other part of the structure of the Demised Premises.

(2) NOT to use or permit to be used in the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises

(3) NOT to use or permit to be used in the Demised Premises any liquid gas or any other bottled gas or paraffin appliances or to store any materials of a dangerous or explosive nature thereon

To permit
Sale
Boards

23. AT all reasonable times during the term and upon reasonable notice in writing to permit the Lessor and its agents or officers to fix and maintain sale boards or other notices on any exterior part of the Building but so as not to diminish the flow of light and air to the Demised Premises and to enter and inspect the Demised Premises in connection with any such notices

To insure
Demised
Premises

24. TO keep the Demised Premises insured at all times throughout the term of this Lease in the joint names of the Lessor and the Lessee from loss or damage by fire flood and such other risks and special perils normally insured under a comprehensive insurance policy on property of the same nature of the Demised Premises in the offices of the Municipal Mutual Insurance Company Limited or some other office approved by the Lessor in a sum equal to the full insurable value thereof from time to time throughout the said term together with architects and surveyors professional fees and two years rent and to make all necessary payments to the Insurers for the above purposes within seven days after the same shall respectively be or become due and to produce to the Lessor or its agent on demand the policy or policies of such insurance and the receipt for each such payment and to cause all monies received by virtue of any such insurance (other than monies received in respect of loss of rent) to be forthwith laid out in rebuilding and re-instating the Demised Premises or any part thereof in respect of which monies shall have become payable or have been received to the satisfaction in all respects of the Lessor's Surveyor for the time being and to make up any deficiency out of the Lessee's own monies PROVIDED ALWAYS (i) that if the rebuilding or reinstatement of the Demised Premises or any part thereof shall be frustrated all such insurance monies (other than as aforesaid) relating to the Demised

Premises or part in respect of which the frustration occurs shall be apportioned in such proportion as agreed by the Lessor and the Lessee and in default of such agreement such proportion to be determined as provided for in paragraph 13 of this Lease (ii) that if the Lessee shall at any time fail to keep the Demised Premises insured as aforesaid the Lessor may do all things necessary to effect and maintain such insurance and any monies expended by it for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action as if it were rent

Not to
Avoid
Insurance

25. NOT to do or permit or suffer to be done any act or thing whereby the Lessor's policy or policies of insurance in respect of the Estate and the Building or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Lessor in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Lessor and be recoverable by the Lessor as rent in arrear

Not to
alter Heating
Systems etc

26. NOT to disconnect alter or damage any of the apparatus installations pipes or ducting relating to the common supply of hot water or heating in the Building or the Estate (if any) without the prior written consent of the Lessor.

Peaceful
Surrender

27. AT the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Lessor or as it may direct the Demised Premises with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition in all ways in accordance with the Lessee's covenants herein contained.

Use of
Garden

28. WHERE the demised premises include garden ground:-
(1) To use the same as a private domestic garden only and for no other purpose whatsoever
(2) To keep the garden clean free from rubbish and from weeds and in a good state of cultivation and condition
(3) To maintain good and sufficient boundary walls and fences along the boundaries of the garden marked with a 'T' on the attached plan

THE EIGHTH SCHEDULE referred to in Clause 4

REGULATIONS AND STANDARDS OF CONDUCT

Definition

1. IN this Schedule the term 'Regulations' shall include the text of the Terms of a Tenancy Agreement which may apply from time to time between the Lessor and the secure tenants of the Lessor (as defined in Part IV of the Housing Act 1985) together with such information or guidance issued by the Lessor to secure tenants pursuant to a Tenancy Agreement insofar as the Regulations are not inconsistent with or at variance with the terms of this Lease and are capable of applying to the Lessee and the Demised Premises

Application

2. THE Regulations shall apply to the Lessee 28 days after the text of such Regulations are served on the Lessee by the Lessor

Variation

3. THE Lessor may vary the Regulations by giving to the Lessee not less than 28 days notice in writing of such variation and the date the variation is to take effect

(such date not to be less than 3 months from the date of service of the notice)
PROVIDED THAT within the said period of 28 days the Lessee shall be entitled to comment upon the proposed variation whereupon the Lessor shall consider any comment made in conjunction with any comments made by any other secure tenants or occupier of a Flat/Maisonette in the Reserved Property and having regard to all the comments made the Lessor shall be entitled to confirm modify or withdraw the variation.

THE NINTH SCHEDULE referred to in Clause 6

THE LESSOR'S COVENANTS

To repair
and maintain

1. TO maintain in good and substantial repair and condition (and whenever reasonably necessary rebuild re-instate renew and replace all worn or damaged parts) the following:-

(1) THE main structure of the Building and the Demised Premises including the foundations all exterior and all party walls and structures and all walls dividing the Flats/Maisonettes from the common halls staircases landings steps and passages in the Building and the walls bounding the same and window frames and all electrical and other fittings in the Building (but excluding the internal plaster the window glass and electrical and other fittings inside any individual Flat/Maisonette for which the Lessee thereof is responsible under any provisions in this Lease corresponding to Clause 4 of the Seventh Schedule) and all doors therein save such doors as give access to individual Flats/Maisonettes and including all roofs and chimneys and every part of the Building above the level of the top floor ceilings

(2) ALL fixtures and fittings cisterns tanks sewers drains gutters soil waste and other pipes wires cables ducts shafts and conduits and any other thing installed in the Building or on the Estate for the purpose of supplying water gas electricity and other usual services including any district heating system (if any) supplying the Estate and for the purpose of draining any water and soil and for allowing the escape of steam and deleterious matter save only such fixtures and fittings sanitary apparatus cisterns tanks sewers drains gutters pipes wires ducts shafts and conduits and other things as are solely used for the purpose of any particular Flat/Maisonette and for which the Lessee thereof is responsible under any provisions in his lease corresponding to Clause 4 of the Seventh Schedule

(3) ANY wireless and television masts and aërials cables and wires erected on the Building or in or over the roof or roofs of the Building and available for use by the Flats/Maisonettes

(4) ALL such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto

PROVIDED THAT nothing herein contained shall prejudice the right of the Lessor to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor of the Building or the Estate by the negligence or other wrongful act of the Lessee or any such other person AND PROVIDED FURTHER THAT the Lessor's obligations in respect of any district heating system have not been terminated in accordance with the proviso to Clause 6 of this Schedule

To insure Building

2. TO insure and keep insured the Building (excluding the Demised Premises) (unless any such insurance shall be vitiated by any act omission or default by the Lessee or the lessee or occupier of any Flat/Maisonette in the Building) against loss or damage by fire tempest flood and such other risks and for such sums as the Lessor may from time to time consider desirable together with architects and surveyors fees and to pay the premium on any such insurances upon the due date and in the event of damage by fire or other insured causes as soon as reasonably practicable to lay out all monies received from any such insurance in rebuilding and re-instating the Building and making good such damage

To keep Properly Lighted

3. TO use its best endeavours to keep adequately lighted all such parts of the building as are normally lighted and to carry out such cleansing of the common halls staircases landings steps passages doors and windows of the Building as often as the Lessor shall deem necessary PROVIDED THAT this Clause shall only apply to Estates where a caretaking facility is provided

To paint Exterior

4. UPON the Lessors usual repainting cycle for the Building to paint and decorate in a good proper and professional manner the exterior of the Building and all such parts of the said common halls staircases landings steps passages doors and windows of the Building as are usually so treated

To maintain Roads etc.

5.(1) TO maintain in reasonable repair and condition the access roads footpaths and other common areas of the Estate
(2) TO use its best endeavours to keep reasonably lighted the access roads footpaths and other common areas of the Estate to the standard of lighting in existence at the date hereof

To maintain District Heating Systems

6. WHERE the Estate is served by a district heating system to use its best endeavours:-

(1) TO keep in repair and working adequately throughout the year and if necessary replace the central boiler house (with the plant therein) calorifier plant rooms hot water pipes and other parts of such district heating system situated outside the Building and serving the Estate

(2) TO ensure that the said district heating system supplies hot water to the buildings on the Estate all year round

(3) TO ensure that the said district heating system supplies heat to the existing central heating equipment in the buildings on the Estate for a period not less than

as the Lessor shall determine

PROVIDED THAT if the district heating system becomes obsolete or in the opinion of the Lessor impossible to replace or repair the Lessor may terminate at any time all or any of its obligations contained in this Clause by giving not less than six months prior notice to the Lessee and all other users specifying the obligations to be terminated

AND PROVIDED FURTHER THAT the Lessor shall not be liable for any failure or interruption of any service referred to in this Clause due to

- (a) necessary repair or maintenance of any installation or apparatus
- (b) unavoidable shortage of fuel materials water or labour
- (c) industrial disputes or
- (d) any other cause beyond the control of the Lessor

To enforce
Mutual
Covenants

7. IF so required by the Lessee to enforce the covenants similar to those mentioned in Clause 4 hereof and set forth in the Seventh Schedule hereto entered into or to be entered into by the lessees of other Flats/Maisonettes in the Building the Lessee indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

To manage
Estate

8. TO manage and conduct the management of the Estate and Building in a proper manner

THE TENTH SCHEDULE referred to in Clause 5

PART I

THE SERVICE CHARGES

Definitions

1. THE charges (in this part of this Schedule called the "Lessee's contribution") to be paid by the Lessee to the Lessor pursuant to Clause 5 shall be such proportion of the charges costs or payments made expended or incurred or to be made expended or incurred by the Lessor (hereinafter together called "the expenditure") in observing performing or complying with the covenants on the part of the Lessor herein contained as properly may be attributable to the Lessee in accordance with this part of this Schedule

Excepted
Defects

2. THE Lessee shall not be responsible for expenditure in respect of structural defects of which the Lessor becomes aware during the "initial period of the lease" as defined in paragraph 16B SS4 of Schedule 6 of the Housing Act 1985 except in respect

of the following defects:-

1. Minor floor flexiture to Bedroom 3 and Bedroom 1
2. Renew window lock to vent light to Bedroom 3.
3. Repair crack between WC and Kitchen.
4. Repair crack and spalling concrete to private balcony
5. Repair crack in Public Access Balcony and stairwell together with spalling concrete around bannisters.

Method of Assessment

3. THE expenditure and the Lessee's contribution shall be assessed by reference to a financial year commencing on the 1st day of April in any year and terminating on the 31st March next following. The Lessor may estimate the Lessee's contribution for any financial year before or during that year and demand payment accordingly and adjust upwards or downwards to the Lessee's contribution when the actual expenditure is established by way of further demand of or repayment to the Lessee or by debit or credit to the Lessee's contribution for the next following financial year

Reserve Fund

4. THE Lessor may establish a Reserve Fund in respect of the Building or the Estate to meet expenditure on major structural repairs or renewals or repairs replacement or renewal of any plant or machinery serving the Building or the Estate including but not by way of limitation lifts and lift shafts boilers and heating plant and roofs which are not pitched roofs and the Lessee shall pay by way of additional Lessee's contribution such annual sum as the Lessor may demand ANY sums standing to the credit of the Reserve Fund shall carry interest at such rates as may be fixed as the standard deposit interest by and in accordance with the practice of Barclays Bank or such other Banker holding the Reserve Fund bank account for the time being and such interest less any taxes expenses or charges payable in respect thereof shall be credited to the Reserve Fund. In the event of the Reserve Fund being terminated or wound up any surplus (including accrued interest) or deficit shall be divided equally between the lessees of the Flats/Maisonettes contributing to the Reserve Fund at the date of its demise

Contribution Formula

5. THE Lessee's contribution shall be the summation of expenditure incurred on each element of the works or services specified below and shall be assessed in accordance with the following formula: $A \times 1/B$ where A is the expenditure incurred and B is the number of Flats/Maisonettes and other dwellings receiving the benefit of the expenditure (B may vary according to the element of expenditure involved) and by way of example and not limitation the said elements insofar as they are relevant and are capable of applying to the Demised Premises Building or Estate so apply and build up the expenditure:-

(i) Communal Lighting and Heating

Lighting and heating to corridors staircases landing lifts and motor rooms and general estate lighting where appropriate

(ii) Lifts

Repair maintenance and running costs of lifts

(iii) Communal Television Aerials

Provision repair and maintenance

(iv) Controlled Entry Phones

Provision repair and maintenance

(v) Communal Heating Systems

Provision of heat and hot water from a central boiler

Repair and maintenance of boiler plant and distribution mains

Repair and maintenance of heating and hot water system within the dwelling

(vi) Caretaking

Provision of a caretaking service including the cost of wages accommodation transport materials and overheads

(vii) Cleaning

Cleaning all internal and external common parts windows and estate roads footways and communal areas of the estate or building

(viii) Maintenance of Grounds

Grass cutting and maintenance of communal amenity areas including estate boundaries

(ix) Refuse Collection

Collection of refuse from communal refuse systems insofar as this is not part of the Council's general refuse collection service; maintenance and cleaning of communal refuse systems

(x) Insurance

Insurance of the building in which the flat is situated together with communal facilities enjoyed by the Lessee subject to the restriction in Paragraph 18 of Schedule 6 of the Housing Act 1985

(xi) Repairs and Maintenance

All or any work of repair maintenance or making good of structural defects including rebuilding or reinstatement carried out or to be carried out by the Council to the demised premises or to the common parts of the Building or Estate of which the property forms part subject to Paragraph 18 of Schedule 6 of the Housing Act 1985

(xii) Party Walls etc

The repair and maintenance of any party fences walls etc

(xiii) Laundries etc

The repair and maintenance of communal laundries drying rooms and drying areas

(xiv) Service Mains etc

Provisions or laying of separate service pipes or wires for the supply of water gas or electricity to the Demised Premises from the mains of the appropriate statutory undertaker in accordance with its requirements and the provision of such other works as may be required properly by the Fire Authority or the Local Authority

(xv) Painting

All painting and decorating of the Reserved Property

(xvi) Management Costs

The costs of managing the Building or Estate including the costs of managing agents if appointed

PART II

THE IMPROVEMENT CONTRIBUTION

Definitions 1. THE charges (in this part of this Schedule called the "improvement contribution" as defined by S 187 of the Housing Act 1985) to be paid by the Lessee to the Lessor during the term hereby granted pursuant to Clause 5 shall be such proportion of the charges costs or payments made expended or incurred or to be made expended or incurred by the Lessor (hereinafter called the "improvement expenditure") in respect of any works of improvement as properly may be attributable to the Lessee in accordance with this part of this Schedule

Expected
Improve-
ment
Contribution

2. THE Lessee shall not be responsible for the payment to the Lessor of any improvement contribution during the "initial period of the lease" as defined in paragraph 16C SS 4 of Schedule 6 of the Housing Act 1985 except in respect of the following improvement expenditure:-

Method of
Assessment

3. THE improvement expenditure and the Lessee's improvement contribution shall be assessed by reference to a financial year commencing on the 1st day of April in any year and terminating on 31st March next following. The Lessor may estimate the Lessee's improvement contribution for any financial year before or during that year and demand payment accordingly and adjust upwards or downwards to the Lessee's improvement contribution when the actual improvement expenditure is established by way of further demand of or repayment to the Lessee or by debit or credit to the Lessee's improvement contribution for the next following financial year

Improve-
ment
Contribution
Formula

4. THE Lessee's improvement contribution shall be the summation of the improvement expenditure and shall be assessed in accordance with the following formula: $A \times 1/B$ where A is the improvement expenditure and B is the number of Flats/Maisonettes and other dwellings receiving the benefit of the improvement expenditure

Provision of additional parking spaces

E.C. Hill

D A Hills

THE COMMON SEAL of the
MAYOR AND BURGESSES of
THE LONDON BOROUGH OF
LEWISHAM was hereunto
affixed in the presence
of:)

Borough Secretary

SIGNED SEALED AND
DELIVERED by the
said EDWARD CHARLES HILLS)
in the presence of:

E C Hills

*P. J. ...
as witness*

SIGNED SEALED AND
DELIVERED by the
said DORIS ADA HILLS)
in the presence of:

D A Hills

*P. J. ...
77 Lambeth Road
London SW13 0JX
Film Int'l of Legal Edn*

DATED

198

THE LONDON BOROUGH OF LEWISHAM

to

MR & MRS. E. HILLS

ORIGINAL/COUNTERPART

LEASE of:-

25 Creeland Grove.

Estate:

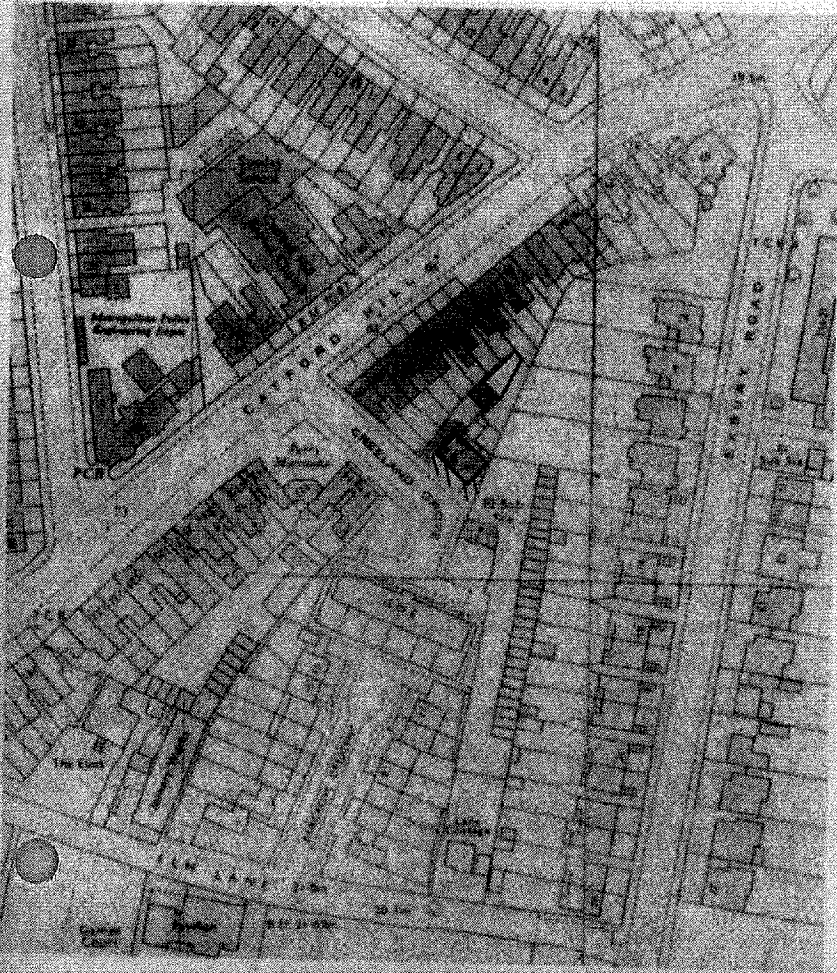
Term: 125 years

Rent: £10.00 per annum

Robert A Joy
Solicitor to the Council
Riverdale Offices
68 Molesworth Street
Lewisham SE13 7EU

1~7(S) CREELAND GROVE ~ LONDON SE6

RTB:- 17365



M. Greenwood

SITE/ESTATE PLAN ~ SCALE 1:1250



LONDON BOROUGH
OF
LEWISHAM

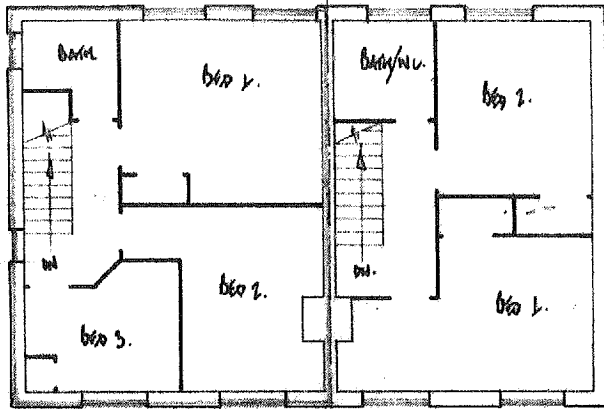
VALUATION DEPARTMENT

Eros House (8th Floor)
Rushy Green SE6

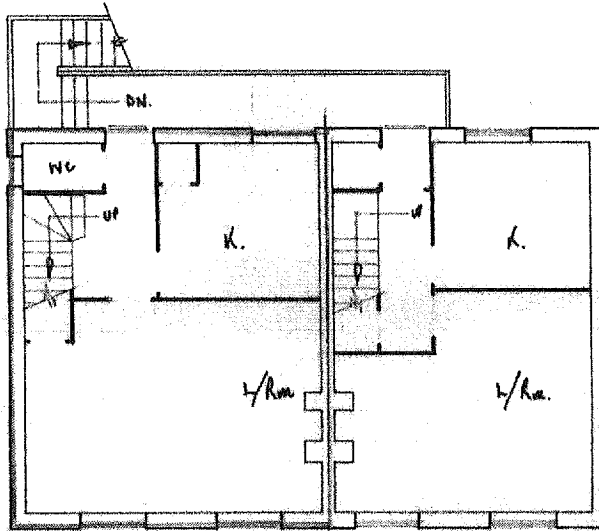
Tel 01-695-6000

D J STANYER BSc (Est. Man) FRICS
Borough Valuer

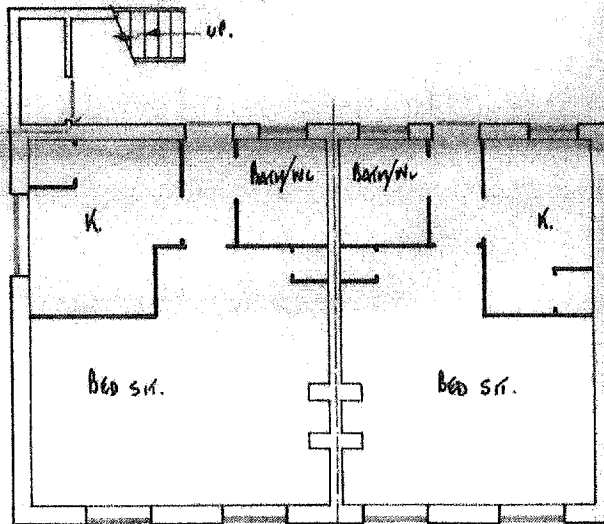
Av.



SECOND.



FIRST.



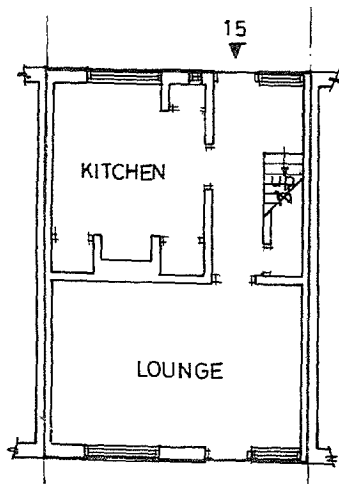
GROUND.

FLOOR PLAN SCALE ~ 1:100 (APPROX.)

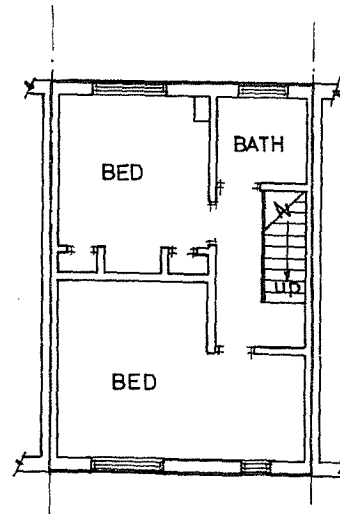
15 CREELAND GROVE
CATFORD
SE6 4LE

RTB 13155

Mrs K Heenter

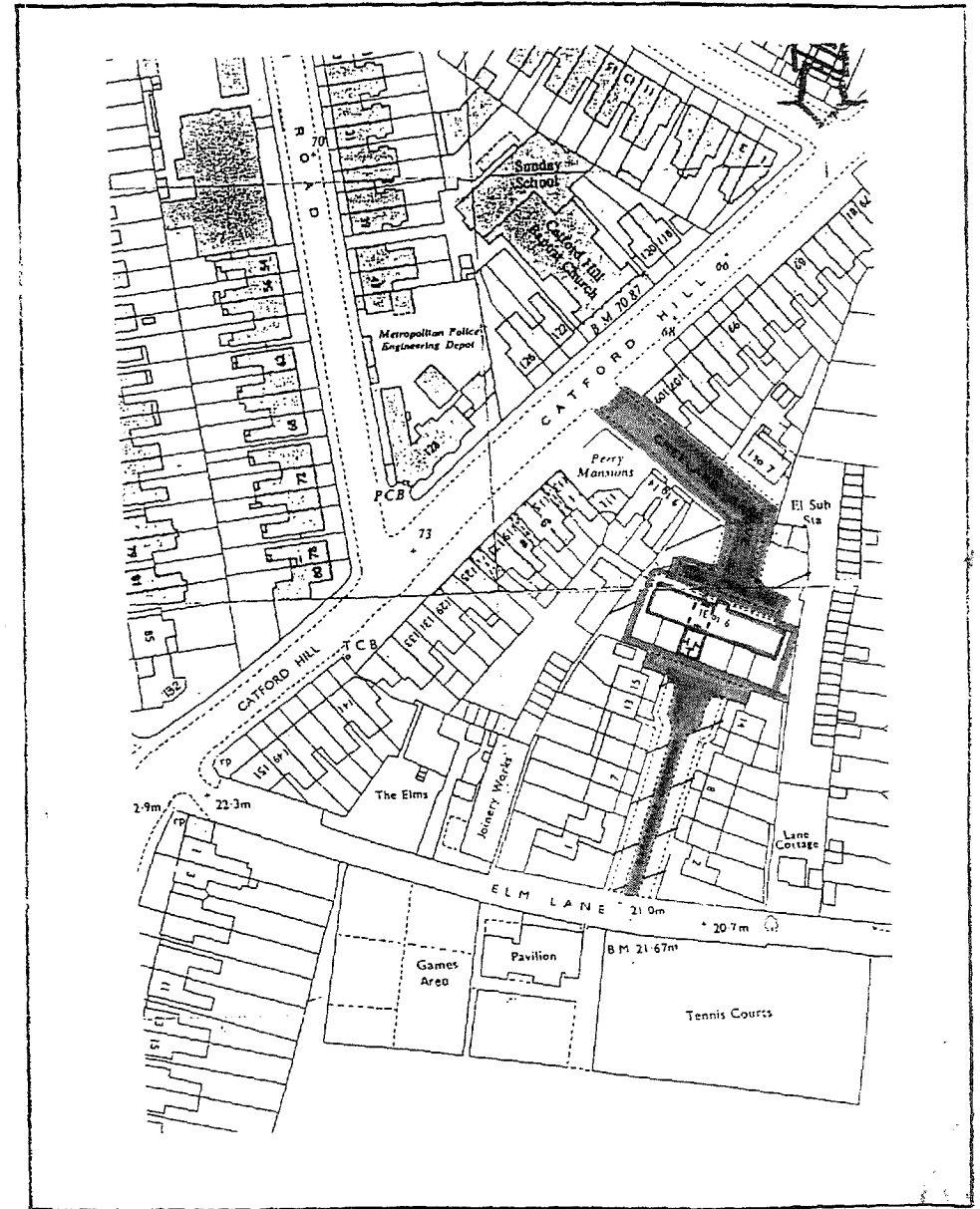


GROUND



FIRST

FLOOR PLANS scale 1:100

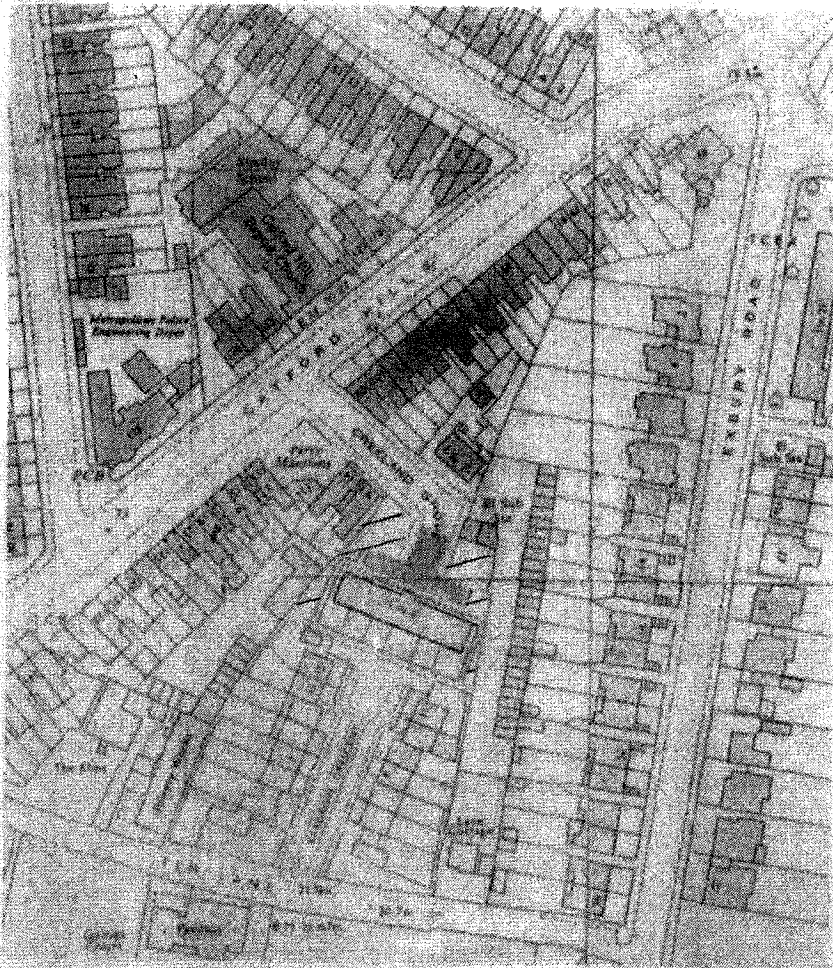


LOCATION PLAN scale 1:1250
based on the o.s. map. crown copyright

25

9-31(28) CREELAND GROVE ~ LONDON SEG.

RTB:- 7695



SITE / ESTATE PLAN ~ SCALE 1:1250

E. C. Hill

D A Hill



LONDON BOROUGH
OF
LEWISHAM

VALUATION DEPARTMENT

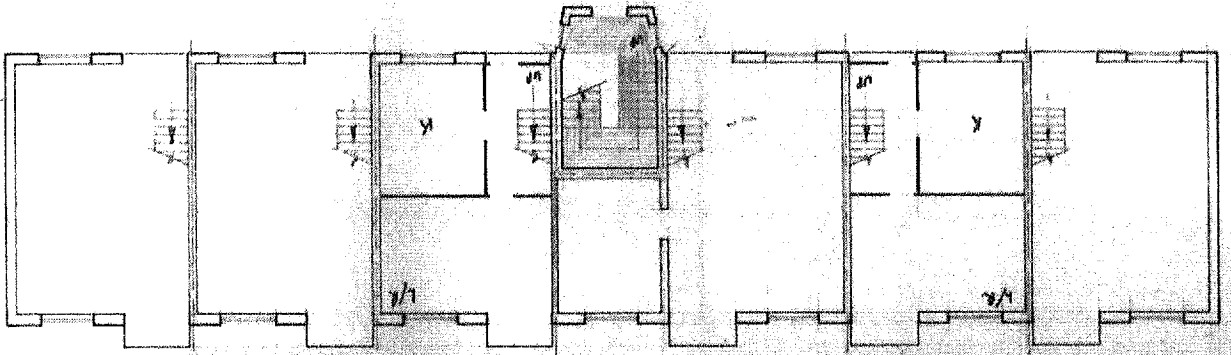
Eves House (8th Floor)
Rushey Green SE6

TEL: 695-6000

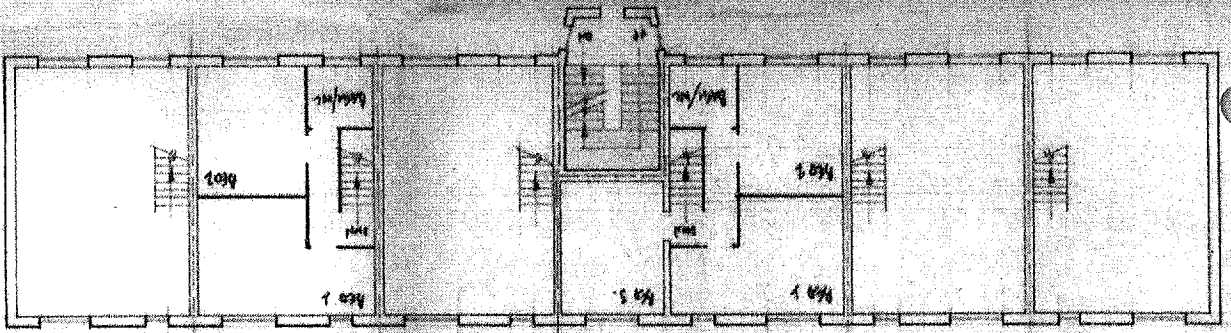
OJ STANYER BSc (Est. Man) FRICS
Borough Valuer

floor plan scale - 1:150 (approx.)

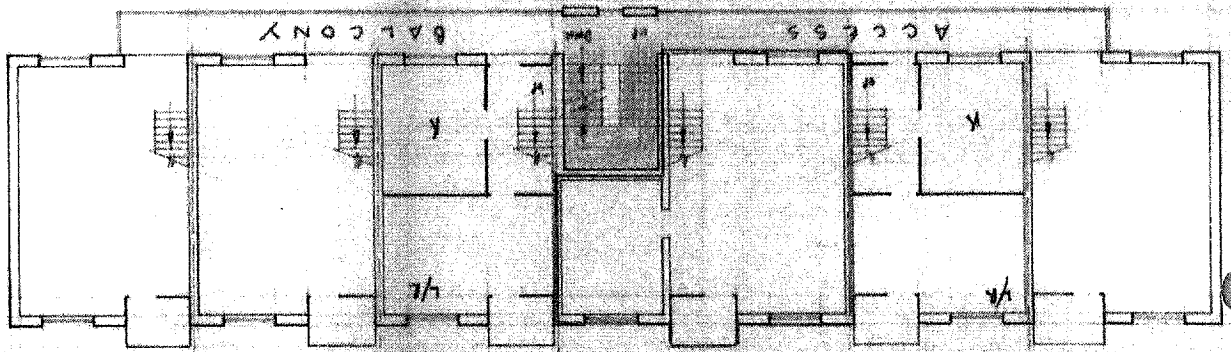
Ground



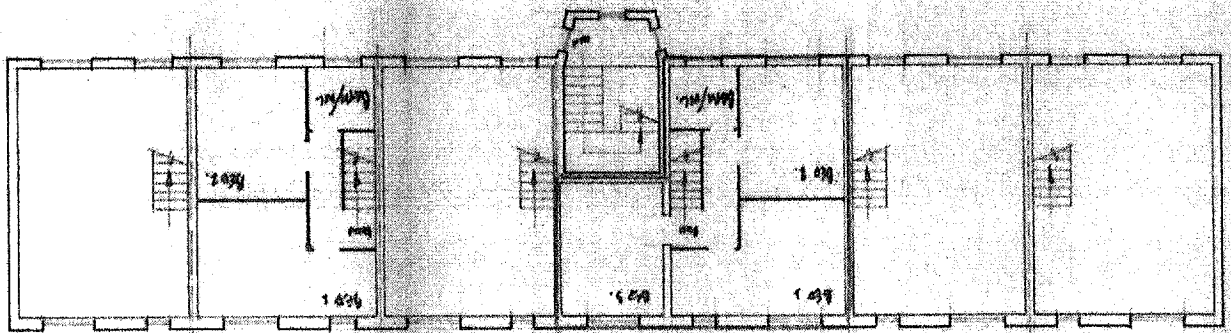
First



Second

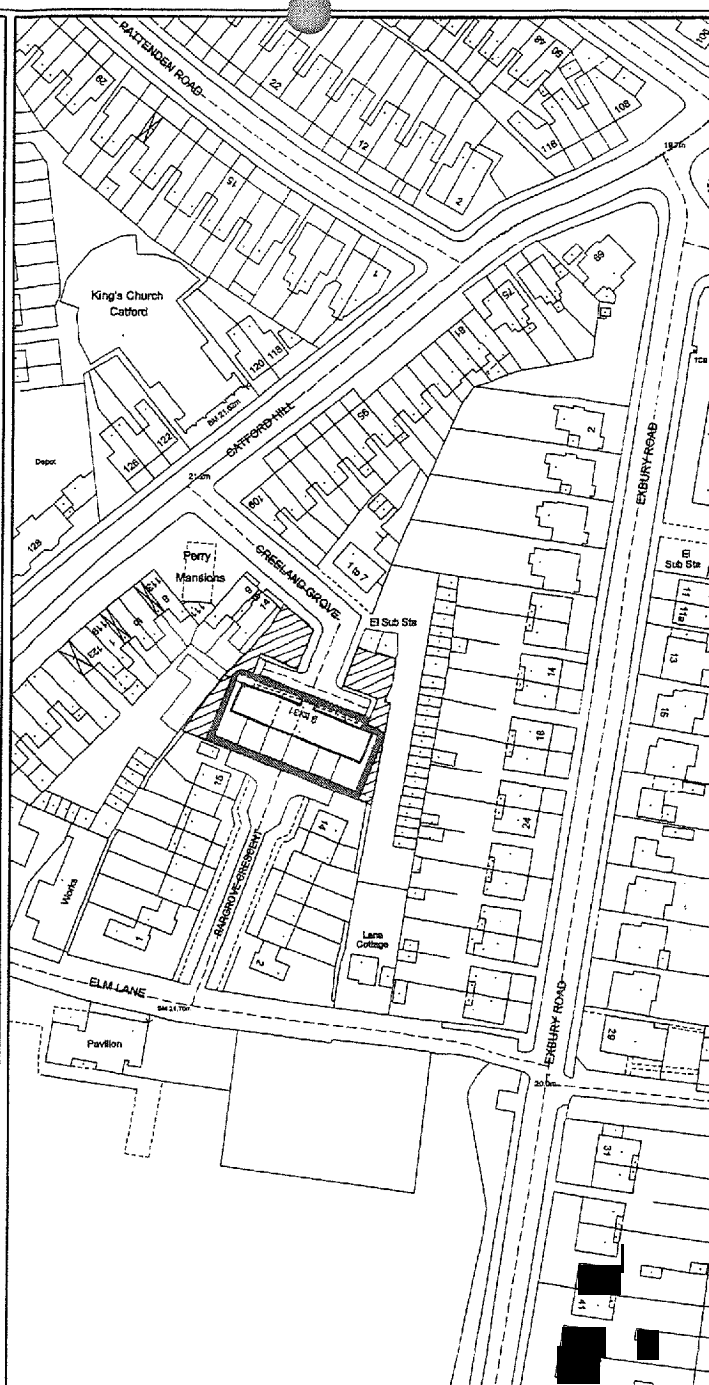


Third





floor plans



location plan



27 Creland Grove
 Catford
 London
 SE6 4LE

R. Purnell

floorplan scale 1:200

location plan scale 1:1250

based on the
 Ordnance Survey map
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drawing ref.: RTB31427
 date: 12/05/05
 drawn: LBH
 coloured: LBH
 checked:
 amend.:

Lewisham
 PROPERTY AND
 DEVELOPMENT
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