



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

**Case Reference** : **MAN/OODA/LVT/2015/0006**

**Properties** : **Lake View Court, Roundhay, Leeds, LS8 2TX**

**Applicant** : **Ennerdale Apartments (Leeds) Ltd.**

**Representative** : **Bury & Walkers LLP**

**Respondents** : **Jacqueline Hurst & Others**

**Representative** :

**Type of Application** : **Landlord and Tenant Act 1987 – Section 37**

**Tribunal Members** : **Judge P Forster  
P Mountain FRICS**

**Date of Decision** : **12 July 2015**

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**DECISION**

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## **Decision**

1. The Leases of 1 to 22 Lake View Court, Roundhay, Leeds, LS8 2TX be varied in accordance with the three draft orders attached to this Decision.

## **Background**

2. This is an application under s.37 of the Landlord and Tenant Act 1987 ("the Act") for orders varying 22 leases of flats 1 to 22, Lake View Court, Roundhay, Leeds, LS8 2TX ("the Properties").
3. The Applicant is Ennerdale Apartments (Leeds) Ltd. ("the Applicant"). The leases of the individual flats were granted as underleases. The original developer let the estate as a whole to the Applicant which in turn granted sub-leases to the Respondents or their predecessors in title. Subsequently, the Applicant acquired the freehold.
4. The Respondents are the tenants of the respective twenty two flats.
5. Lake View Court was built in the late 1960s. The building is on six floors above an enclosed garage. The top floor comprises two penthouse flats. The building is divided into two separate wings and in each wing there are two flats on each floor. The block is situated in its own grounds.
6. The block is in need of major refurbishment. It is built of concrete and rendered. There are no cavity walls. There are problems of water penetration, especially in relation to the main roof as well as through many of the windows. The energy rating of the buildings is poor. The fire alarm system is outdated and the fire safety systems are not to modern standards.
7. The leases are in common form with a common expiry date. They reserve a ground rent which differs for each flat. Each flat contributes 1/22<sup>nd</sup> part of costs incurred by the Applicant.
8. The leases have about 81 years to run and it has been agreed to extend the terms to 999 years. That will be done by a separate deed between the Applicant and the leaseholders.
9. A scheme of works has been devised, to be carried out on a phased basis. There is said to be general agreement to the proposed works.
10. The current leases are deficient in that they inhibit the carrying out of the proposed works and further provision is required to facilitate matters.

11. The proposed variations to the leases deal with the absence of an express power of entry to carry out improvements; vary the demise to include the external walls and structure and the window frames; give rights to replace existing windows and glazing and allow for the provision of a levy to be made for the costs and varies the calculation of the interim service charge. There are proposed variations to make the lease compliant with modern requirements of the Council of Mortgage Lenders and bring the leases into line with the Unfair Terms in Consumer Contract Regulations and the Consumer Rights Act 2015. There are proposed variations to clarify issues about the responsibility for repairs of different parts of the estate and to amend insurance arrangement.

### **The Decision**

12. Under s.37 of the Act the Tribunal needs to be satisfied that:
  - (1) the leases are long leases of flats under which the landlord is the same person but they need not be leases of flats which are in the same building nor be drafted in identical terms (s.37(2)); and
  - (2) the variation can only be achieved if all the leases are varied (s.37(3)); and
  - (3) the Applicant has garnered sufficient support to enable the application to proceed (s.37(5)); and
  - (4) the variation is not likely to substantially prejudice any Respondent or any person who is not a party to the application and that compensation would not compensate them (s.38(6)(a)); and
  - (5) the variation would be reasonable in the circumstances (s.38 (6) (b)).
13. The Tribunal finds that s.37 of the Act is satisfied:
  - (1) the 22 leases are long leases of flats under which the Applicant is the landlord. The terms of each of the leases are in identical terms, and
  - (2) the proposed variation can only be achieved if all the leases are varied. It would not be possible to carry out the proposed refurbishment works and to fund the works without the proposed relevant variations, and

- (3) the Applicant has garnered sufficient support to enable the application to proceed. There are more than 8 leases and the application is not opposed by more than 10 percent of the total number of the parties concerned and at least 75 per cent of the twenty two leaseholders consent to it. The owners of eighteen of the leasehold properties out of the total of twenty two have consented. None of the owners of the other four flats has objected, but neither have they agreed.
  - (4) the proposed variations are not likely to substantially prejudice any Respondent or any person who is not a party to the application and the Tribunal finds that compensation would not be appropriate, and
  - (5) the variations would be reasonable in the circumstances.
13. The application is allowed in the form of the three draft orders that are attached to this Decision. The first order is in respect of flats 1; 2; 12 and 12A, the second order is in respect of flats 3; 4; 5; 6; 7; 8; 9; 10; 14; 15; 16; 17; 18; 19; 20 and 21 and the third order is in respect of flats 11 and 12. There need to be three different orders because of differences in the physical features and layouts of the flats on various floors.

**ENNERDALE APARTMENTS (LEEDS) LIMITED**  
**LAKE VIEW COURT ROUNDHAY LEEDS LS8 2TX**

**Address of Property:      Ground Floor Flats 1, 2, 12 and 12A**

**DRAFT ORDER**

**IT IS ORDERED** in the case of the above mentioned Flats that the Lease of each such Flat shall be varied as follows:-

**Recitals**

- (1)(d)      Delete the words "gardens and fuel"
  - (f)          Before the word "ceilings" insert the words "front door"
  - (h)          Insert the words "Where more than one person is comprised in the Lessee" at the commencement of this paragraph
- Insert the following new paragraphs:
- (i) "For the purpose of both grant and obligation any reference in this Lease to a door or a window includes the frames glass door or window furniture hinges pivots handles catches and locks of any such door or window together with any sealant or jointing surrounding any such door or window except that (a) in the case of the glass in the exterior windows of the said Flat and the other flats this is subject to the provisions of Clause 6 and (b) as to the obligations as to the repair of any window or door lock window handle or catch or any letter box or any Store lock the provisions of clause 3 in the Sixth Schedule as to repair by the Lessee shall apply to the same.
  - (j) References to the glass in the exterior windows (or any doors) include references to the glazing units.
  - (k) References to exterior windows include (except in the case of Flats 11 and 22) those on the inward side of the balcony of the Flats (but only until the effective date referred to in Clause 6(2))

and (after the effective date) such references include the windows on the outward side of such balconies.

Omit recital (2) and (3) and replace this with the following:

"(2) The freehold reversion immediately expectant on the term granted by this Lease is now vested in the Lessor".

Renumber recital (4) as recital (3) and after the final words add the words "to the extent specified in Paragraph 3 of the Fourth Schedule".

Renumber recital (5) as recital (4).

## **Main Clauses**

### **Clause**

1. After the words "in advance" insert the words "in full".
  
5. At the end of clause 5 insert the words "Provided that the Lessor shall not exercise this right unless it gives not less than 28 days notice in writing of its intention to do so to the provider of any mortgage or charge over the Flat of whose identity it has been given written notice".
  
6. Insert new clause 6.
  6. (1) The following provisions apply to (i) the glass in the exterior windows to the said Flat (ii) the windows and patio door on the inward side of the balcony of the said Flat and (iii) any windows fitted on the outward side of such balcony –
    - (a) Until the effective date any windows fitted on the outward side of such balcony including their glass) and the glass in the exterior windows of the said Flat shall continue to be included in the demise and accordingly the provisions as to repair by the Lessee as set out in Clause 3 of the Sixth Schedule shall continue to apply

(b) As from the effective date -

- (i) the exterior windows fitted on the outward side of such balcony (including their glass) and the glass in the exterior windows shall cease to form part of the demise of the Premises and shall become part of the Reserved Property so the same shall thereafter be repaired by the Lessor under Clause 4 in the Seventh Schedule (subject to paragraph (c) in Clause 3 of the Sixth Schedule) and
- (ii) the windows and patio door (including their glass) on the inward side of such balcony shall form part of the demise of the Premises and shall be repaired by the Lessee under Clause 3 of the Sixth Schedule

(2)(a) The Lessor may be notice in writing to the Lessee specify the date (in this Lease referred to as the effective date) when the provisions of sub-clause (1) of this Clause shall take effect in connection with the carrying out of any work to install, repair or replace windows (or doors) in the said Flat or the Reserved Property

(b) The effective date may be different for each Flat.

### Schedules

2. Omit the existing Second Schedule ("the Reserved Property") and replace with a new Second Schedule as follows:-

"First **ALL THOSE** the gardens pleasure grounds drives paths walls and forecourts forming part of the Estate together with any dustbin store and secondly **ALL THOSE** the main structural parts of the buildings forming part of the Estate (including any external garages) including the roofs foundations and external parts thereof (but not the interior faces of such of the external walls as bound the Flats) the services cupboards (dry risers/meter cupboards) caretaker's office, staff/contractor's water closet the communal storage and the halls staircases landings lifts communal doors and the partitions and

windows in the communal areas and other parts of the buildings forming part of the Estate which are now used in common by the Owners or occupiers of any two or more of the Flats and thirdly (subject to Clause 6) **ALL THOSE** (1) the exterior windows (2) the side or rear external doors belonging to any Flat located on the ground floor and (3) in the case of the Top Floor Flats all external doors giving access to the outside terraces on the top floor (but not the front doors of any of the Flats) and fourthly **ALL THOSE** cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat (referred to in the Lease as a "shared conduit") and fifthly **ALL THOSE** the joists or beams to which are attached to any ceilings except where those joists or beams also support the floor of a Flat.

The above description is subject to (1) the declaration as to party walls at the end of the Third Schedule and to any similar declarations in the leases of other Flats (2) the provisions as to the glass of the exterior windows of the said Flat and the other Flats contained in Clause 6 (3) the exclusion of any internal or external car parking spaces whether covered or not (together with the interior of any external garage) which are demised or allocated to the said Flat or any of the other Flats and (4) the exclusion of the Stores.

3. In the Third Schedule ("the Premises") insert the words "(referred to in this Lease as the said Flat)" before "TOGETHER" where it first appears.

Omit the present Third Schedule ("the Premises") from and including "TOGETHER" where it secondly appears until the end of the Schedule and replace with a provision which reads as follows:-

**"TOGETHER** with the front door the ceilings and floors of the said Flat and the joists and beams on which the floors are laid out but not the joists or beams to which the ceilings are attached unless those joists or beams also support a floor of the said Flat **AND (subject to Clause 6)**



**TOGETHER WITH** the windows and patio door on the inward side of the balcony of the said Flat **AND TOGETHER ALSO** with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said Flat but no others from the demise (1) the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof (but not the interior faces of such of the external walls as bound the said Flat) (2) the exterior windows of the said Flat and subject to Clause 6 the glass of such windows (3) (subject to Clause 6) the exterior windows fitted on the outward side of the balcony of the said Flat (including the glass in such windows) and (4) the external side or rear door to the said Flat (if any) fitted to the balcony to the said Flat (but not the front door to the said Flat)

All internal walls separating the Premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such.

4. In the Fourth Schedule ("Rights included in the demise") –

Paragraph

1. After the words "from the Premises" insert the words "and the Store allocated to the said Flat over".
4. After the words "all rights of support" insert the words "and protection" and after words "other easements" the words "including rights of light and air".
5. After the words "the Reserved Property" insert the words "including the use of any dustbin store and the right to deposit rubbish in any receptacle provided for the use of the Lessee but not the use of any part of the Reserved Property laid out for the use as car parking spaces (whether covered or not) which the Lessor has

demised or allocated to any other Flat (but not excepting the use of any allocated to the said Flat)".

Insert the following additional paragraphs:-

7. The right (in common with the Owner of any other Flat which has the use of the same) to use the Services Cupboard allocated to the Flat to house a boiler plant and meters together with any cistern tanks drains pipes wires ducts or conduits located there and solely serving the said Flat in all cases subject to the approval of the Lessor to the installation of the same such approval not to be unreasonably withheld or delayed and to have access to and egress from the same over all such parts of the Reserved Property as afford access to the same.
  8. The right to use such Store as is allocated to the said Flat from time to time for the purpose of storing the Flat Owner's goods subject to any reasonable regulations made by the Lessor from time to time for regulating the use of the same.
  9. The right to use the exterior windows of the said Flat for all the usual purposes incidental to the enjoyment of the same including lighting and ventilating the said Flat.
  10. The right to use any side or rear external door to the said Flat for the purposes of access to and egress from the said Flat.
5. Fifth Schedule ("Rights to which the demise is subject")

Paragraph

2. After the words "their obligations" insert the words "or powers (including the power to effect improvements)".

Insert new paragraph 4 as follows:-

"The right to insert fit replace and retain external windows on the outward side of the balcony of the said Flat and also side or rear external doors to the said Flat together with the right to remove and replace any window or door previously fitted by the Lessee".

6. Sixth Schedule ("Covenants by Lessee with Lessor")

Paragraph

3. Omit the present paragraph 3 and replace with a new paragraph as follows:-

"3. The Lessee shall to the reasonable satisfaction in all respects of the Lessor's surveyor keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto together with (a) all service installations (including those in the Services Cupboard the use of which is allocated to the said Flat) (b) any boiler or meters (other than meters which are the responsibility of the relevant supplier) cisterns tanks drains pipes wires ducts or conduits located in the Premises or installed in the Services Cupboard which in all cases solely serve the said Flat (c) the door and window locks and the window handles and catches and any Store lock (d) (subject to Clause 6) the glass in the exterior windows of the said Flat and any windows fitted by the Lessee on the outward side of the balcony to the said Flat (including the glass in such windows) and (e) the letter box for the said Flat in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects damage by any insured risk excepted

(other than any insurance excess) save to the extent that any insurance monies are irrecoverable in consequence of the act or default of the Lessee or any sub tenant".

4. Omit the present paragraph 4 and replace with the following new paragraph:-

"The Lessee shall pay (1) a fair proportion of the expense of repairing the party walls bounding the Premises as defined in the Third Schedule (2) any insurance excess applicable to the Premises.

6. In paragraph 6 omit the words "distemper wash stop whiten and colour" and insert the words "and decorate".
8. Omit the present paragraph 8 and replace with the following paragraph:-

"The Lessor may with or without workmen and others at reasonable times (except in emergency) by prior written appointment such appointment not to be unreasonably refused enter upon and examine the condition of the Premises (including any fire alarm or fire detection or prevention system installed in the Premises) and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two months after the service of the notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the reasonable cost shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action".

9. Omit paragraph 9 and replace with the following:-

"9(1)The Lessee shall not make any alterations in the Premises or make any connection to any shared conduit or to any cistern tank sewer drain pipe wire duct or conduit solely serving the Premises but which in turn connects into any shared conduit without the approval in writing of the Lessor to the plans and specifications showing the same (such approval not to be unreasonably withheld or delayed) and shall make those alterations or connections only in accordance with those plans and specifications when approved

(2) The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations or making such connections and shall comply with all by-laws regulations and conditions applicable generally to the specific works undertaken

(3) Not without such approval as referred to in sub clause (1) above to interfere with cut into or damage the external cladding or the roof of the buildings of which the said Flat forms part or attach or affix anything to such cladding or roof".

10. In paragraph 10 after the words "all costs and expenses" insert the word "reasonably".
11. In paragraph 11 after the words "Act of Parliament" insert the word "regulation".
12. In paragraph 12 substitute "1990" for "1962".
13. In paragraph 13 after the word "Premises" insert the words "(except in emergency) by prior appointment not to be unreasonably withheld".

15. Omit the present paragraph 15 and replace with the following new paragraph:-

"Not to replace add to or alter any exterior window of the said Flat or the external side or rear door (if any) to the said Flat without the Lessor's prior written consent (such consent not to be unreasonably withheld or delayed) and in the event of any such window or door or any component of the same being broken or damaged as a result of the negligence or default of the Lessee or any resident of or any visitor to the said Flat then the Lessee will pay to the Lessor the reasonable costs and expenses incurred by the Lessor in making good such breakage or damage (but without prejudice to any obligation on the part of the Lessee to repair the door or window locks catches or handles or the letter box under Clause 3 of this Schedule)".

16. Omit the present paragraph 16 and replace with the following new paragraph:

"The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the Flats and the Reserved Property Such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities Any reasonable costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or enforcing the regulations shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule notwithstanding the absence of any specific covenant by the Lessor to incur them and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 19 of this Schedule accordingly".

17. In paragraph 17(b) after the word "upon" omit the words "or before" and before the words "become registered" insert the words "promptly thereafter make application to".

18. Omit the present paragraph 18 and replace with the following new paragraph.

"The Lessee shall within twenty-one days of the date of every assignment underlease grant of probate or administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and pay a reasonable registration fee and in the case of a document produce it or a certified copy to the Lessor for registration with the notice"

19. In Paragraph 19 before the words "incurred by the Lessor" insert the word "reasonably" and omit the last words beginning from the word "including".

20. Omit the present 20 and replace with the following new paragraph:

"The Lessee shall on the first day of June, September, December and March in every year during the continuance of this demise pay to the Lessor on account of the Lessee's obligations within the last preceding clause an advance payment amounting on each such payment date to one quarter of the amount reasonably estimated by the Lessor to be due from or to be paid by the Lessee to the Lessor for the current year".

21. Omit the present paragraph 21 and replace with the following new paragraph:

"The Lessee shall within twenty-one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 14 of the Seventh Schedule) due from the Lessee to the Lessor pursuant to Clause 19 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to Clause 20 during that period or at the option of the Lessor to credit any such balance otherwise repayable against the proportionate amount or any advance payment on account of such proportionate amount".

22. In paragraph 22 omit sub-paragraph (c) in its entirety.

23. to 28 Insert the following new paragraphs 23, 24, 25, 26, 27 and 28 as follows:-

"23. To permit the Lessor to install fit affix replace and retain exterior windows and also a side door or rear external door on the outward side of the balcony belonging to the said Flat".

24. (1)(a) In the event that the Lessor at any time intends to incur heavy or exceptional costs or expenses to which the Lessee is required to contribute and which relate to the Estate the Lessor may on one or more occasions require the Lessee to pay to the Lessor one twenty-second part of those costs and expenses payable by the Lessee such estimate being a reasonable and proper estimate of such intended costs and expenses after taking into account any amount standing to the credit of any reserve fund which is to be applied towards such costs and expenses as determined by the Lessor acting reasonably.

(b) The amount as estimated pursuant to paragraph (a) of this Clause shall be paid by the Lessee to the Lessor within 28 days of the written demand for payment of the same **PROVIDED**



THAT such payment shall not be required to be paid more than 3 months before the anticipated date of entering into any contract under which the costs or expenses are likely to be incurred by the Lessor such anticipated date to be determined by the Lessor in its discretion.

- (2) The costs and expenses when incurred or paid by or on behalf of the Lessor shall be included in the account prepared pursuant to Paragraph 13 of the Seventh Schedule.
- 25. (a) To keep the surface of any car parking space allocated or demised to the Premises in a clean and tidy condition and free from oil or other deposits and not to store any flammable materials on or near to such space.  
(b) Not to enclose any car parking space with any walls doors or other means of enclosure
- 26. If so required by the Lessor acting reasonably from time to time to obtain a certificate from a competent person as to the safety of gas and electric installations or fixed appliances on or serving the Premises or that any fire alarm or detection or prevention system installed in the said Flat is in proper working order and to carry out any works specified in such a certificate as being necessary to make the same safe or put the same into proper working order (as the case may be).
- 27. (1) If so required by the Lessor acting reasonably to provide maintain and where necessary replace
  - (a) a fire alarm and fire detection or prevention system within the Premises whether or not connected to any communal system or
  - (b) the front door to the Premises which has such fire rating and is provided with such frames strips seals fixings and door furniture including any letter box as the Lessor acting reasonably may require the design and appearance of such door to be in conformity with the type of front door approved by the Lessor for the Estate.
  - (c) A fire blanket in the kitchen of the said Flat.

- (2) Not without the Lessor's previous written consent to alter the front door to the said Flat including its letter box.
- (3) To keep the Services Cupboard and all lobbies landings and staircases free of combustible materials
- (4) If the Lessee or any contractor employed by the Lessee intends to use heat or any naked flame as part of any work to be carried out on the Premises then such work must comply with the Lessor's permit to work or similar system and no work may be carried out unless a permit has first been obtained and only in accordance with the conditions of any such permit
- (5) To permit the Lessor to carry out periodic checks on the front door to the said Flat so as to ensure that it is compliant with fire precautions and if so required in writing to make good any defects identified as a result of any check.
- (6) In the event of any boiler serving the said Flat requiring replacement then to replace the same with an electric boiler (not a gas boiler)

28. If any rent or other money payable by the Lessee pursuant to the obligations contained in this Lease shall remain unpaid for 28 days after the same became due the Lessee shall pay interest on the unpaid money from the date when the same became due until the date of payment (both before and after judgment) at the rate of 3% per annum above the base rate of Royal Bank of Scotland plc (or if the same shall cease to exist such other interest rate as the Lessor acting reasonably shall determine)

7. Seventh Schedule ("Covenants on the part of the Lessor") –

Paragraph

2. Omit the present paragraph 2 and replace with the following new paragraph:-

"2. The Lessor shall keep all buildings and other insurable structures and facilities for the time being on the Estate insured in the name of the Lessor but with the interest of the persons notified to the Lessor as having an interest in the policy noted on the policy (whether generally or specifically) against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war or accident by any other peril within the usual comprehensive policy of the insurers (referred to in this Lease as the insured risks) to the full cost of rebuilding plus demolition site clearance taxes and professional fees in some reputable insurance office subject to availability of cover and the limitations imposed by the insurer (including any excesses) and shall also take out and keep on foot a policy of insurance in some reputable insurance office covering liability for injury or death to persons on the Estate and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt or other evidence of payment for every such payment

3. In paragraph 3 after the words "any such building" where they first appear in the paragraph insert the words "or other insurable structures or facilities on the Estate" and after the words "any such building" where it secondly appears at the end of this paragraph insert the words "or other such structure or facilities".

4. Omit the existing paragraph 4 with the following new paragraph:-

"4. The Lessor shall keep (a) the Reserved Property and all fixtures and fittings therein and additions thereto (b) the Stores (except locks) and (c) the car parking spaces on

the Estate whether internal or external and any covering over such spaces in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary and for whatever reason rebuild reconstruct and replace the same **PROVIDED** that nothing herein contained shall prejudice the Lessor's right 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 or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person".

5. Omit the existing Paragraph 5 replace with the following new paragraph:-

"5. The Lessor shall pay or contribute towards the expense of repairing and maintaining all walls or fences bounding the Reserved Property".

7. In paragraph 7 after the words "properly carpeted" insert the words "(or provided with substitute alternative covering)".

10. Omit the existing Paragraph 10 and replace with the following new paragraph :-

"10(a) The Lessor shall have power to carry out such works of improvement (which may include works of demolition) to the Estate and/or the Reserved Property and to provide such services to facilities and amenities on the Estate and/or the Reserved Property as may be from time to time considered appropriate by the Lessor acting reasonably.

(b) The Lessor shall do all such works as under any Act of

Parliament by law regulations or rule of law are directed or necessary to be done on or in respect of the Estate or the Reserved Property (other than any required in relation to the Premises or to any other Flat comprised in the building of which the Premises form part which are the responsibility of the Lessee or the owner of any other Flat except to the extent hereafter provided) including such works which affect both the Reserved Property and the Premises (or any other Flat) where these are part of or connected with the same legal requirement if the Lessor acting reasonably considers that the same can be carried out more effectively or economically by being carried out together”.

11. In Paragraph 11 after the word “contractors” insert the words “porter, caretaker, or other persons”.
12. In paragraph 12 omit the existing sub-paragraph (b) and replace with the following new sub-paragraph:-
  - “(b) The Lessor may incur the following –
    - (i) The cost of any insurance valuation of any building on the Estate and the cost of pursuing any insurance claim connected with the Estate.
    - (ii) Bank charges
    - (iii) The costs of administering the Lessor Company including any fees payable in relation to the Lessor (or any other company which may be responsible for managing the Estate)”.
12. In Paragraph 12 also add the following additional sub-paragraph
  - “(c) Any insurance excess payable shall be charged to the costs and expenses referred to in Paragraph 19 of the Sixth Schedule save to the extent that the same is payable by the Lessee or any other Owner”.

14. In Paragraph 14 omit the word "audited" and replace with the word  
"certified" and omit the words "audit fee" and replace with the words  
"certification fee".
  
- 15.; In Paragraph 15 after the words "is taken" insert the words "or  
as soon as is practicable thereafter".

**ENNERDALE APARTMENTS (LEEDS) LIMITED**  
**LAKE VIEW COURT ROUNDHAY LEEDS LS8 2TX**

**Address of Property: Middle Floor Flats 3, 4, 5, 6, 7, 8, 9, 10, 14, 15,  
16, 17, 18, 19, 20, 21**

**DRAFT ORDER**

**IT IS ORDERED** in the case of the above mentioned Flats that the Lease of each such Flat shall be varied as follows:-

**Recitals**

- (1)(d) Delete the words "gardens and fuel"
  - (f) Before the word "ceilings" insert the words "front door"
  - (h) Insert the words "Where more than one person is comprised in the Lessee" at the commencement of this paragraph
- Insert the following new paragraphs:
- (i) "For the purpose of both grant and obligation any reference in this Lease to a door or a window includes the frames glass door or window furniture hinges pivots handles catches and locks of any such door or window together with any sealant or jointing surrounding any such door or window except that (a) in the case of the glass in the exterior windows of the said Flat and the other flats this is subject to the provisions of Clause 6 and (b) as to the obligations as to the repair of any window or door lock window handle or catch or any letter box or any Store lock the provisions of clause 3 in the Sixth Schedule as to repair by the Lessee shall apply to the same.
  - (j) References to the glass in the exterior windows (or any doors) include references to the glazing units.
  - (k) References to exterior windows include (except in the case of Flats 11 and 22) those on the inward side of the balcony of the

Flats (but only until the effective date referred to in Clause 6(2)) and (after the effective date) such references include the windows on the outward side of such balconies.

Omit recital (2) and (3) and replace this with the following:

"(2) The freehold reversion immediately expectant on the term granted by this Lease is now vested in the Lessor".

Renumber recital (4) as recital (3) and after the final words add the words "to the extent specified in Paragraph 3 of the Fourth Schedule".

Renumber recital (5) as recital (4).

## **Main Clauses**

### **Clause**

1. After the words "in advance" insert the words "in full".
  
5. At the end of clause 5 insert the words "Provided that the Lessor shall not exercise this right unless it gives not less than 28 days notice in writing of its intention to do so to the provider of any mortgage or charge over the Flat of whose identity it has been given written notice".
  
6. Insert new clause 6.
  6. (1) The following provisions apply to (i) the glass in the exterior windows to the said Flat (ii) the windows and patio door on the inward side of the balcony of the said Flat and (iii) any windows fitted on the outward side of such balcony –
    - (a) Until the effective date any windows fitted on the outward side of such balcony including their glass) and the glass in the exterior windows of the said Flat shall continue to be included in the demise



and accordingly the provisions as to repair by the Lessee as set out in Clause 3 of the Sixth Schedule shall continue to apply

(b) As from the effective date -

- (i) the exterior windows fitted on the outward side of such balcony (including their glass) and the glass in the exterior windows shall cease to form part of the demise of the Premises and shall become part of the Reserved Property so the same shall thereafter be repaired by the Lessor under Clause 4 in the Seventh Schedule (subject to paragraph (c) in Clause 3 of the Sixth Schedule) and
- (ii) the windows and patio door (including their glass) on the inward side of such balcony shall form part of the demise of the Premises and shall be repaired by the Lessee under Clause 3 of the Sixth Schedule

(2)(a) The Lessor may be notice in writing to the Lessee specify the date (in this Lease referred to as the effective date) when the provisions of sub-clause (1) of this Clause shall take effect in connection with the carrying out of any work to install, repair or replace windows (or doors) in the said Flat or the Reserved Property

(b) The effective date may be different for each Flat.

### Schedules

2. Omit the existing Second Schedule ("the Reserved Property") and replace with a new Second Schedule as follows:-

"First **ALL THOSE** the gardens pleasure grounds drives paths walls and forecourts forming part of the Estate together with any dustbin store and secondly **ALL THOSE** the main structural parts of the buildings forming part of the Estate (including any external garages) including the roofs foundations and external parts thereof (but not the interior faces of such of the external walls as bound the Flats) the services cupboards (dry risers/meter cupboards) caretaker's office,

staff/contractor's water closet the communal storage and the halls staircases landings lifts communal doors and the partitions and windows in the communal areas and other parts of the buildings forming part of the Estate which are now used in common by the Owners or occupiers of any two or more of the Flats and thirdly (subject to Clause 6) **ALL THOSE** (1) the exterior windows (2) the side or rear external doors belonging to any Flat located on the ground floor and (3) in the case of the Top Floor Flats all external doors giving access to the outside terraces on the top floor (but not the front doors of any of the Flats) and fourthly **ALL THOSE** cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat (referred to in the Lease as a "shared conduit") and fifthly **ALL THOSE** the joists or beams to which are attached to any ceilings except where those joists or beams also support the floor of a Flat.

The above description is subject to (1) the declaration as to party walls at the end of the Third Schedule and to any similar declarations in the leases of other Flats (2) the provisions as to the glass of the exterior windows of the said Flat and the other Flats contained in Clause 6 (3) the exclusion of any internal or external car parking spaces whether covered or not (together with the interior of any external garage) which are demised or allocated to the said Flat or any of the other Flats and (4) the exclusion of the Stores.

3. In the Third Schedule ("the Premises") insert the words "(referred to in this Lease as the said Flat)" before "TOGETHER" where it first appears.

Omit the present Third Schedule ("the Premises") from and including "TOGETHER" where it secondly appears until the end of the Schedule and replace with a provision which reads as follows:-

**"TOGETHER** with the front door the ceilings and floors of the said Flat and the joists and beams on which the floors are laid out but not the

joists or beams to which the ceilings are attached unless those joists or beams also support a floor of the said Flat **AND (subject to Clause 6) TOGETHER WITH** the windows and patio door on the inward side of the balcony of the said Flat **AND TOGETHER ALSO** with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said Flat but no others from the demise (1) the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof (but not the interior faces of such of the external walls as bound the said Flat) (2) the exterior windows of the said Flat and subject to Clause 6 the glass of such windows (3) (subject to Clause 6) the exterior windows fitted on the outward side of the balcony of the said Flat (including the glass in such windows) and (4) the external side or rear door to the said Flat (if any) fitted to the balcony to the said Flat (but not the front door to the said Flat)

All internal walls separating the Premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such.

4. In the Fourth Schedule ("Rights included in the demise") –

Paragraph

1. After the words "from the Premises" insert the words "and the Store allocated to the said Flat over".
4. After the words "all rights of support" insert the words "and protection"  
and after words "other easements" the words "including rights of light and air".
5. After the words "the Reserved Property" insert the words "including the use of any dustbin store and the right to deposit rubbish in any receptacle provided for the use of the Lessee but not the use of any part of the Reserved Property laid out for the use as car

parking spaces (whether covered or not) which the Lessor has demised or allocated to any other Flat (but not excepting the use of any allocated to the said Flat)".

Insert the following additional paragraphs:-

7. The right (in common with the Owner of any other Flat which has the use of the same) to use the Services Cupboard allocated to the Flat to house a boiler plant and meters together with any cistern tanks drains pipes wires ducts or conduits located there and solely serving the said Flat in all cases subject to the approval of the Lessor to the installation of the same such approval not to be unreasonably withheld or delayed and to have access to and egress from the same over all such parts of the Reserved Property as afford access to the same.
  8. The right to use such Store as is allocated to the said Flat from time to time for the purpose of storing the Flat Owner's goods subject to any reasonable regulations made by the Lessor from time to time for regulating the use of the same.
  9. The right to use the exterior windows of the said Flat for all the usual purposes incidental to the enjoyment of the same including lighting and ventilating the said Flat.
  10. The right to use any side or rear external door to the said Flat for the purposes of access to and egress from the said Flat.
5. Fifth Schedule ("Rights to which the demise is subject")

Paragraph

2. After the words "their obligations" insert the words "or powers (including the power to effect improvements)".

Insert new paragraph 4 as follows:-

"The right to insert fit replace and retain external windows on the outward side of the balcony of the said Flat and also side or rear external doors to the said Flat together with the right to remove and replace any window or door previously fitted by the Lessee".

6. Sixth Schedule ("Covenants by Lessee with Lessor")

Paragraph

3. Omit the present paragraph 3 and replace with a new paragraph as follows:-

"3. The Lessee shall to the reasonable satisfaction in all respects of the Lessor's surveyor keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto together with (a) all service installations (including those in the Services Cupboard the use of which is allocated to the said Flat) (b) any boiler or meters (other than meters which are the responsibility of the relevant supplier) cisterns tanks drains pipes wires ducts or conduits located in the Premises or installed in the Services Cupboard which in all cases solely serve the said Flat (c) the door and window locks and the window handles and catches and any Store lock (d) (subject to Clause 6) the glass in the exterior windows of the said Flat and any windows fitted by the Lessee on the outward side of the balcony to the said Flat (including the glass in such windows) and (e) the letter box for the said Flat in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects damage by any insured risk excepted

(other than any insurance excess) save to the extent that any insurance monies are irrecoverable in consequence of the act or default of the Lessee or any sub tenant”.

4. Omit the present paragraph 4 and replace with the following new paragraph:-

“The Lessee shall pay (1) a fair proportion of the expense of repairing the party walls bounding the Premises as defined in the Third Schedule (2) any insurance excess applicable to the Premises.

6. In paragraph 6 omit the words “distemper wash stop whiten and colour” and insert the words “and decorate”.

8. Omit the present paragraph 8 and replace with the following paragraph:-

“The Lessor may with or without workmen and others at reasonable times (except in emergency) by prior written appointment such appointment not to be unreasonably refused enter upon and examine the condition of the Premises (including any fire alarm or fire detection or prevention system installed in the Premises) and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two months after the service of the notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the reasonable cost shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action”.

9. Omit paragraph 9 and replace with the following:-

"9(1)The Lessee shall not make any alterations in the Premises or make any connection to any shared conduit or to any cistern tank sewer drain pipe wire duct or conduit solely serving the Premises but which in turn connects into any shared conduit without the approval in writing of the Lessor to the plans and specifications showing the same (such approval not to be unreasonably withheld or delayed) and shall make those alterations or connections only in accordance with those plans and specifications when approved

(2) The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations or making such connections and shall comply with all by-laws regulations and conditions applicable generally to the specific works undertaken

(3) Not without such approval as referred to in sub clause (1) above to interfere with cut into or damage the external cladding or the roof of the buildings of which the said Flat forms part or attach or affix anything to such cladding or roof".

10. In paragraph 10 after the words "all costs and expenses" insert the word "reasonably".
11. In paragraph 11 after the words "Act of Parliament" insert the word "regulation".
12. In paragraph 12 substitute "1990" for "1962".
13. In paragraph 13 after the word "Premises" insert the words "(except in emergency) by prior appointment not to be unreasonably withheld".

15. Omit the present paragraph 15 and replace with the following new paragraph:-

"Not to replace add to or alter any exterior window of the said Flat or the external side or rear door (if any) to the said Flat without the Lessor's prior written consent (such consent not to be unreasonably withheld or delayed) and in the event of any such window or door or any component of the same being broken or damaged as a result of the negligence or default of the Lessee or any resident of or any visitor to the said Flat then the Lessee will pay to the Lessor the reasonable costs and expenses incurred by the Lessor in making good such breakage or damage (but without prejudice to any obligation on the part of the Lessee to repair the door or window locks catches or handles or the letter box under Clause 3 of this Schedule)".

16. Omit the present paragraph 16 and replace with the following new paragraph:

"The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the Flats and the Reserved Property Such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities Any reasonable costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or enforcing the regulations shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule notwithstanding the absence of any specific covenant by the Lessor to incur them and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 19 of this Schedule accordingly".



17. In paragraph 17(b) after the word "upon" omit the words "or before" and before the words "become registered" insert the words "promptly thereafter make application to".

18. Omit the present paragraph 18 and replace with the following new paragraph.

"The Lessee shall within twenty-one days of the date of every assignment underlease grant of probate or administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and pay a reasonable registration fee and in the case of a document produce it or a certified copy to the Lessor for registration with the notice"

19. In Paragraph 19 before the words "incurred by the Lessor" insert the word "reasonably" and omit the last words beginning from the word "including".

20. Omit the present 20 and replace with the following new paragraph:

"The Lessee shall on the first day of June, September, December and March in every year during the continuance of this demise pay to the Lessor on account of the Lessee's obligations within the last preceding clause an advance payment amounting on each such payment date to one quarter of the amount reasonably estimated by the Lessor to be due from or to be paid by the Lessee to the Lessor for the current year".

21. Omit the present paragraph 21 and replace with the following new paragraph:

"The Lessee shall within twenty-one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 14 of the Seventh Schedule) due from the Lessee to the Lessor pursuant to Clause 19 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to Clause 20 during that period or at the option of the Lessor to credit any such balance otherwise repayable against the proportionate amount or any advance payment on account of such proportionate amount".

22. In paragraph 22 omit sub-paragraph (c) in its entirety.

23. to 28 Insert the following new paragraphs 23, 24, 25, 26, 27 and 28 as follows:-

"23. To permit the Lessor to install fit affix replace and retain exterior windows and also a side door or rear external door on the outward side of the balcony belonging to the said Flat".

24. (1)(a) In the event that the Lessor at any time intends to incur heavy or exceptional costs or expenses to which the Lessee is required to contribute and which relate to the Estate the Lessor may on one or more occasions require the Lessee to pay to the Lessor one twenty-second part of those costs and expenses payable by the Lessee such estimate being a reasonable and proper estimate of such intended costs and expenses after taking into account any amount standing to the credit of any reserve fund which is to be applied towards such costs and expenses as determined by the Lessor acting reasonably.

(b)The amount as estimated pursuant to paragraph (a) of this Clause shall be paid by the Lessee to the Lessor within 28 days of the written demand for payment of the same **PROVIDED**

THAT such payment shall not be required to be paid more than 3 months before the anticipated date of entering into any contract under which the costs or expenses are likely to be incurred by the Lessor such anticipated date to be determined by the Lessor in its discretion.

- (2) The costs and expenses when incurred or paid by or on behalf of the Lessor shall be included in the account prepared pursuant to Paragraph 13 of the Seventh Schedule.
25. (a) To keep the surface of any car parking space allocated or demised to the Premises in a clean and tidy condition and free from oil or other deposits and not to store any flammable materials on or near to such space.
- (b) Not to enclose any car parking space with any walls doors or other means of enclosure
26. If so required by the Lessor acting reasonably from time to time to obtain a certificate from a competent person as to the safety of gas and electric installations or fixed appliances on or serving the Premises or that any fire alarm or detection or prevention system installed in the said Flat is in proper working order and to carry out any works specified in such a certificate as being necessary to make the same safe or put the same into proper working order (as the case may be).
27. (1) If so required by the Lessor acting reasonably to provide maintain and where necessary replace
- (a) a fire alarm and fire detection or prevention system within the Premises whether or not connected to any communal system or
- (b) the front door to the Premises which has such fire rating and is provided with such frames strips seals fixings and door furniture including any letter box as the Lessor acting reasonably may require the design and appearance of such door to be in conformity with the type of front door approved by the Lessor for the Estate.
- (c) A fire blanket in the kitchen of the said Flat.

- (2) Not without the Lessor's previous written consent to alter the front door to the said Flat including its letter box.
- (3) To keep the Services Cupboard and all lobbies landings and staircases free of combustible materials
- (4) If the Lessee or any contractor employed by the Lessee intends to use heat or any naked flame as part of any work to be carried out on the Premises then such work must comply with the Lessor's permit to work or similar system and no work may be carried out unless a permit has first been obtained and only in accordance with the conditions of any such permit
- (5) To permit the Lessor to carry out periodic checks on the front door to the said Flat so as to ensure that it is compliant with fire precautions and if so required in writing to make good any defects identified as a result of any check.
- (6) In the event of any boiler serving the said Flat requiring replacement then to replace the same with an electric boiler (not a gas boiler)

28. If any rent or other money payable by the Lessee pursuant to the obligations contained in this Lease shall remain unpaid for 28 days after the same became due the Lessee shall pay interest on the unpaid money from the date when the same became due until the date of payment (both before and after judgment) at the rate of 3% per annum above the base rate of Royal Bank of Scotland plc (or if the same shall cease to exist such other interest rate as the Lessor acting reasonably shall determine)

7. Seventh Schedule ("Covenants on the part of the Lessor") –

Paragraph

2. Omit the present paragraph 2 and replace with the following new paragraph:-

"2. The Lessor shall keep all buildings and other insurable structures and facilities for the time being on the Estate insured in the name of the Lessor but with the interest of the persons notified to the Lessor as having an interest in the policy noted on the policy (whether generally or specifically) against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war or accident by any other peril within the usual comprehensive policy of the insurers (referred to in this Lease as the insured risks) to the full cost of rebuilding plus demolition site clearance taxes and professional fees in some reputable insurance office subject to availability of cover and the limitations imposed by the insurer (including any excesses) and shall also take out and keep on foot a policy of insurance in some reputable insurance office covering liability for injury or death to persons on the Estate and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt or other evidence of payment for every such payment

3. In paragraph 3 after the words "any such building" where they first appear in the paragraph insert the words "or other insurable structures or facilities on the Estate" and after the words "any such building" where it secondly appears at the end of this paragraph insert the words "or other such structure or facilities".

4. Omit the existing paragraph 4 with the following new paragraph:-

"4. The Lessor shall keep (a) the Reserved Property and all fixtures and fittings therein and additions thereto (b) the Stores (except locks) and (c) the car parking spaces on

the Estate whether internal or external and any covering over such spaces in a good and tenantable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary and for whatever reason rebuild reconstruct and replace the same **PROVIDED** that nothing herein contained shall prejudice the Lessor's right 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 or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person".

5. Omit the existing Paragraph 5 replace with the following new paragraph:-

"5. The Lessor shall pay or contribute towards the expense of repairing and maintaining all walls or fences bounding the Reserved Property".

7. In paragraph 7 after the words "properly carpeted" insert the words "(or provided with substitute alternative covering)".

10. Omit the existing Paragraph 10 and replace with the following new paragraph :-

"10(a) The Lessor shall have power to carry out such works of improvement (which may include works of demolition) to the Estate and/or the Reserved Property and to provide such services to facilities and amenities on the Estate and/or the Reserved Property as may be from time to time considered appropriate by the Lessor acting reasonably.

(b) The Lessor shall do all such works as under any Act of

Parliament by law regulations or rule of law are directed or necessary to be done on or in respect of the Estate or the Reserved Property (other than any required in relation to the Premises or to any other Flat comprised in the building of which the Premises form part which are the responsibility of the Lessee or the owner of any other Flat except to the extent hereafter provided) including such works which affect both the Reserved Property and the Premises (or any other Flat) where these are part of or connected with the same legal requirement if the Lessor acting reasonably considers that the same can be carried out more effectively or economically by being carried out together”.

11. In Paragraph 11 after the word "contractors" insert the words "porter, caretaker, or other persons".
12. In paragraph 12 omit the existing sub-paragraph (b) and replace with the following new sub-paragraph:-
  - “(b) The Lessor may incur the following –
    - (i) The cost of any insurance valuation of any building on the Estate and the cost of pursuing any insurance claim connected with the Estate.
    - (ii) Bank charges
    - (iii) The costs of administering the Lessor Company including any fees payable in relation to the Lessor (or any other company which may be responsible for managing the Estate)”.
12. In Paragraph 12 also add the following additional sub-paragraph
  - “(c) Any insurance excess payable shall be charged to the costs and expenses referred to in Paragraph 19 of the Sixth Schedule save to the extent that the same is payable by the Lessee or any other Owner”.

14. In Paragraph 14 omit the word "audited" and replace with the word  
"certified" and omit the words "audit fee" and replace with the words  
"certification fee".
  
- 15.; In Paragraph 15 after the words "is taken" insert the words "or  
as soon as is practicable thereafter".



**ENNERDALE APARTMENTS (LEEDS) LIMITED**  
**LAKE VIEW COURT ROUNDHAY LEEDS LS8 2TX**

Address of Property:     **Top Floor Flats 11 and 22**

**DRAFT ORDER**

**IT IS ORDERED** in the case of the above mentioned Flats that the Lease of each such Flat shall be varied as follows:-

**Recitals**

- (1)(d)       Delete the words "gardens and fuel"
  - (f)           Before the word "ceilings" insert the words "front door"
  - (h)           Insert the words "Where more than one person is comprised in the Lessee" at the commencement of this paragraph
- Insert the following new paragraphs:
- (i) "For the purpose of both grant and obligation any reference in this Lease to a door or a window includes the frames glass door or window furniture hinges pivots handles catches and locks of any such door or window together with any sealant or jointing surrounding any such door or window except that (a) in the case of the glass in the exterior windows of the said Flat and the other flats this is subject to the provisions of Clause 6 and (b) as to the obligations as to the repair of any window or door lock window handle or catch or any letter box or any Store lock the provisions of clause 3 in the Sixth Schedule as to repair by the Lessee shall apply to the same.
  - (j) References to the glass in the exterior windows (or any doors) include references to the glazing units.
  - (k) References to exterior windows include (except in the case of Flats 11 and 22) those on the inward side of the balcony of the Flats (but only until the effective date referred to in Clause 6(2))

and (after the effective date) such references include the windows on the outward side of such balconies.

Omit recital (2) and (3) and replace this with the following:

“(2) The freehold reversion immediately expectant on the term granted by this Lease is now vested in the Lessor”.

Re-number recital (4) as recital (3) and after the final words add the words “to the extent specified in Paragraph 3 of the Fourth Schedule”.

Re-number recital (5) as recital (4).

## **Main Clauses**

### **Clause**

1. After the words “in advance” insert the words “in full”.
  
5. At the end of clause 5 insert the words “Provided that the Lessor shall not exercise this right unless it gives not less than 28 days notice in writing of its intention to do so to the provider of any mortgage or charge over the Flat of whose identity it has been given written notice”.
  
6. Insert new clause 6.
  6. (1) The following provisions apply to (i) the glass in the exterior windows to the said Flat (ii) the windows and patio door on the inward side of the balcony of the said Flat and (iii) any windows fitted on the outward side of such balcony –
    - (a) Until the effective date any windows fitted on the outward side of such balcony including their glass) and the glass in the exterior windows of the said Flat shall continue to be included in the demise and accordingly the provisions as to repair by the Lessee as set out in Clause 3 of the Sixth Schedule shall continue to apply

(b) As from the effective date -

(i) the exterior windows fitted on the outward side of such balcony (including their glass) and the glass in the exterior windows shall cease to form part of the demise of the Premises and shall become part of the Reserved Property so the same shall thereafter be repaired by the Lessor under Clause 4 in the Seventh Schedule (subject to paragraph (c) in Clause 3 of the Sixth Schedule) and

(ii) the windows and patio door (including their glass) on the inward side of such balcony shall form part of the demise of the Premises and shall be repaired by the Lessee under Clause 3 of the Sixth Schedule

(2)(a) The Lessor may be notice in writing to the Lessee specify the date (in this Lease referred to as the effective date) when the provisions of sub-clause (1) of this Clause shall take effect in connection with the carrying out of any work to install, repair or replace windows (or doors) in the said Flat or the Reserved Property

(b) The effective date may be different for each Flat.

### Schedules

2. Omit the existing Second Schedule ("the Reserved Property") and replace with a new Second Schedule as follows:-

"First **ALL THOSE** the gardens pleasure grounds drives paths walls and forecourts forming part of the Estate together with any dustbin store and secondly **ALL THOSE** the main structural parts of the buildings forming part of the Estate (including any external garages) including the roofs foundations and external parts thereof (but not the interior faces of such of the external walls as bound the Flats) the services cupboards (dry risers/meter cupboards) caretaker's office, staff/contractor's water closet the communal storage and the halls staircases landings lifts communal doors and the partitions and

windows in the communal areas and other parts of the buildings forming part of the Estate which are now used in common by the Owners or occupiers of any two or more of the Flats and thirdly (subject to Clause 6) **ALL THOSE** (1) the exterior windows (2) the side or rear external doors belonging to any Flat located on the ground floor and (3) in the case of the Top Floor Flats all external doors giving access to the outside terraces on the top floor (but not the front doors of any of the Flats) and fourthly **ALL THOSE** cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one Flat (referred to in the Lease as a "shared conduit") and fifthly **ALL THOSE** the joists or beams to which are attached to any ceilings except where those joists or beams also support the floor of a Flat.

The above description is subject to (1) the declaration as to party walls at the end of the Third Schedule and to any similar declarations in the leases of other Flats (2) the provisions as to the glass of the exterior windows of the said Flat and the other Flats contained in Clause 6 (3) the exclusion of any internal or external car parking spaces whether covered or not (together with the interior of any external garage) which are demised or allocated to the said Flat or any of the other Flats and (4) the exclusion of the Stores.

3. In the Third Schedule ("the Premises") insert the words "(referred to in this Lease as the said Flat)" before "TOGETHER" where it first appears.

Omit the present Third Schedule ("the Premises") from and including "TOGETHER" where it secondly appears until the end of the Schedule and replace with a provision which reads as follows:-

**"TOGETHER** with the front door the ceilings and floors of the said Flat and the joists and beams on which the floors are laid out but not the joists or beams to which the ceilings are attached unless those joists or beams also support a floor of the said Flat **AND (subject to Clause 6)**

**TOGETHER WITH** the windows and patio door on the inward side of the balcony of the said Flat **AND TOGETHER ALSO** with all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said Flat but no others from the demise (1) the main structural parts of the building of which the said Flat forms part including the roof foundations and external parts thereof (but not the interior faces of such of the external walls as bound the said Flat) (2) the exterior windows of the said Flat and subject to Clause 6 the glass of such windows (3) (subject to Clause 6) the exterior windows fitted on the outward side of the balcony of the said Flat (including the glass in such windows) and (4) the external side or rear door to the said Flat (if any) fitted to the balcony to the said Flat (but not the front door to the said Flat)

All internal walls separating the Premises from any other part of the Estate shall be party walls and shall be used repaired and maintained as such.

4. In the Fourth Schedule ("Rights included in the demise") –

Paragraph

1. After the words "from the Premises" insert the words "and the Store allocated to the said Flat over".
4. After the words "all rights of support" insert the words "and protection"  
and after words "other easements" the words "including rights of light and air".
5. After the words "the Reserved Property" insert the words "including the use of any dustbin store and the right to deposit rubbish in any receptacle provided for the use of the Lessee but not the use of any part of the Reserved Property laid out for the use as car parking spaces (whether covered or not) which the Lessor has

demised or allocated to any other Flat (but not excepting the use of any allocated to the said Flat)".

Insert the following additional paragraphs:-

7. The right (in common with the Owner of any other Flat which has the use of the same) to use the Services Cupboard allocated to the Flat to house a boiler plant and meters together with any cistern tanks drains pipes wires ducts or conduits located there and solely serving the said Flat in all cases subject to the approval of the Lessor to the installation of the same such approval not to be unreasonably withheld or delayed and to have access to and egress from the same over all such parts of the Reserved Property as afford access to the same.
  8. The right to use such Store as is allocated to the said Flat from time to time for the purpose of storing the Flat Owner's goods subject to any reasonable regulations made by the Lessor from time to time for regulating the use of the same.
  9. The right to use the exterior windows of the said Flat for all the usual purposes incidental to the enjoyment of the same including lighting and ventilating the said Flat.
  10. The right to use any side or rear external door to the said Flat for the purposes of access to and egress from the said Flat.
5. Fifth Schedule ("Rights to which the demise is subject")

Paragraph

2. After the words "their obligations" insert the words "or powers (including the power to effect improvements)".

Insert new paragraph 4 as follows:-

"The right to insert fit replace and retain external windows on the outward side of the balcony of the said Flat and also side or rear external doors to the said Flat together with the right to remove and replace any window or door previously fitted by the Lessee".

6. Sixth Schedule ("Covenants by Lessee with Lessor")

Paragraph

3. Omit the present paragraph 3 and replace with a new paragraph as follows:-

"3. The Lessee shall to the reasonable satisfaction in all respects of the Lessor's surveyor keep the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto together with (a) all service installations (including those in the Services Cupboard the use of which is allocated to the said Flat) (b) any boiler or meters (other than meters which are the responsibility of the relevant supplier) cisterns tanks drains pipes wires ducts or conduits located in the Premises or installed in the Services Cupboard which in all cases solely serve the said Flat (c) the door and window locks and the window handles and catches and any Store lock (d) (subject to Clause 6) the glass in the exterior windows of the said Flat and any windows fitted by the Lessee on the outward side of the balcony to the said Flat (including the glass in such windows) and (e) the letter box for the said Flat in a good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects damage by any insured risk excepted

(other than any insurance excess) save to the extent that any insurance monies are irrecoverable in consequence of the act or default of the Lessee or any sub tenant".

4. Omit the present paragraph 4 and replace with the following new paragraph:-

"The Lessee shall pay (1) a fair proportion of the expense of repairing the party walls bounding the Premises as defined in the Third Schedule (2) any insurance excess applicable to the Premises.

6. In paragraph 6 omit the words "distemper wash stop whiten and colour" and insert the words "and decorate".

8. Omit the present paragraph 8 and replace with the following paragraph:-

"The Lessor may with or without workmen and others at reasonable times (except in emergency) by prior written appointment such appointment not to be unreasonably refused enter upon and examine the condition of the Premises (including any fire alarm or fire detection or prevention system installed in the Premises) and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two months after the service of the notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the reasonable cost shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action".

9. Omit paragraph 9 and replace with the following:-



"9(1)The Lessee shall not make any alterations in the Premises or make any connection to any shared conduit or to any cistern tank sewer drain pipe wire duct or conduit solely serving the Premises but which in turn connects into any shared conduit without the approval in writing of the Lessor to the plans and specifications showing the same (such approval not to be unreasonably withheld or delayed) and shall make those alterations or connections only in accordance with those plans and specifications when approved

(2) The Lessee shall at the Lessee's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of such alterations or making such connections and shall comply with all by-laws regulations and conditions applicable generally to the specific works undertaken

(3) Not without such approval as referred to in sub clause (1) above to interfere with cut into or damage the external cladding or the roof of the buildings of which the said Flat forms part or attach or affix anything to such cladding or roof".

10. In paragraph 10 after the words "all costs and expenses" insert the word "reasonably".
11. In paragraph 11 after the words "Act of Parliament" insert the word "regulation".
12. In paragraph 12 substitute "1990" for "1962".
13. In paragraph 13 after the word "Premises" insert the words "(except in emergency) by prior appointment not to be unreasonably withheld".

15. Omit the present paragraph 15 and replace with the following new paragraph:-

“Not to replace add to or alter any exterior window of the said Flat or the external side or rear door (if any) to the said Flat without the Lessor’s prior written consent (such consent not to be unreasonably withheld or delayed) and in the event of any such window or door or any component of the same being broken or damaged as a result of the negligence or default of the Lessee or any resident of or any visitor to the said Flat then the Lessee will pay to the Lessor the reasonable costs and expenses incurred by the Lessor in making good such breakage or damage (but without prejudice to any obligation on the part of the Lessee to repair the door or window locks catches or handles or the letter box under Clause 3 of this Schedule)”.

16. Omit the present paragraph 16 and replace with the following new paragraph:

“The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the Flats and the Reserved Property Such regulations may be restrictive of acts done on the Estate detrimental to its character or amenities Any reasonable costs or expenses incurred by the Lessor in preparing such regulations or in supplying copies of them or enforcing the regulations shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule notwithstanding the absence of any specific covenant by the Lessor to incur them and the Lessee shall keep the Lessor indemnified from and against his due proportion thereof under Clause 19 of this Schedule accordingly”.

17. In paragraph 17(b) after the word "upon" omit the words "or before" and before the words "become registered" insert the words "promptly thereafter make application to".

18. Omit the present paragraph 18 and replace with the following new paragraph.

"The Lessee shall within twenty-one days of the date of every assignment underlease grant of probate or administration assent transfer mortgage charge discharge Order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and pay a reasonable registration fee and in the case of a document produce it or a certified copy to the Lessor for registration with the notice"

19. In Paragraph 19 before the words "incurred by the Lessor" insert the word "reasonably" and omit the last words beginning from the word "including".

20. Omit the present 20 and replace with the following new paragraph:

"The Lessee shall on the first day of June, September, December and March in every year during the continuance of this demise pay to the Lessor on account of the Lessee's obligations within the last preceding clause an advance payment amounting on each such payment date to one quarter of the amount reasonably estimated by the Lessor to be due from or to be paid by the Lessee to the Lessor for the current year".

21. Omit the present paragraph 21 and replace with the following new paragraph:

"The Lessee shall within twenty-one days after the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 14 of the Seventh Schedule) due from the Lessee to the Lessor pursuant to Clause 19 of this Schedule for the accounting period to which the notice relates pay to the Lessor or be entitled to receive from the Lessor the balance by which that proportionate amount respectively exceeds or falls short of the total sums paid by the Lessee to the Lessor pursuant to Clause 20 during that period or at the option of the Lessor to credit any such balance otherwise repayable against the proportionate amount or any advance payment on account of such proportionate amount".

22. In paragraph 22 omit sub-paragraph (c) in its entirety.

23. to 28 Insert the following new paragraphs 23, 24, 25, 26, 27 and 28 as follows:-

"23. To permit the Lessor to install fit affix replace and retain exterior windows and also a side door or rear external door on the outward side of the balcony belonging to the said Flat".

24. (1)(a) In the event that the Lessor at any time intends to incur heavy or exceptional costs or expenses to which the Lessee is required to contribute and which relate to the Estate the Lessor may on one or more occasions require the Lessee to pay to the Lessor one twenty-second part of those costs and expenses payable by the Lessee such estimate being a reasonable and proper estimate of such intended costs and expenses after taking into account any amount standing to the credit of any reserve fund which is to be applied towards such costs and expenses as determined by the Lessor acting reasonably.

(b)The amount as estimated pursuant to paragraph (a) of this Clause shall be paid by the Lessee to the Lessor within 28 days of the written demand for payment of the same **PROVIDED**

**THAT** such payment shall not be required to be paid more than 3 months before the anticipated date of entering into any contract under which the costs or expenses are likely to be incurred by the Lessor such anticipated date to be determined by the Lessor in its discretion.

- (2) The costs and expenses when incurred or paid by or on behalf of the Lessor shall be included in the account prepared pursuant to Paragraph 13 of the Seventh Schedule.
- 25. (a) To keep the surface of any car parking space allocated or demised to the Premises in a clean and tidy condition and free from oil or other deposits and not to store any flammable materials on or near to such space.  
(b) Not to enclose any car parking space with any walls doors or other means of enclosure
- 26. If so required by the Lessor acting reasonably from time to time to obtain a certificate from a competent person as to the safety of gas and electric installations or fixed appliances on or serving the Premises or that any fire alarm or detection or prevention system installed in the said Flat is in proper working order and to carry out any works specified in such a certificate as being necessary to make the same safe or put the same into proper working order (as the case may be).
- 27. (1) If so required by the Lessor acting reasonably to provide maintain and where necessary replace
  - (a) a fire alarm and fire detection or prevention system within the Premises whether or not connected to any communal system or
  - (b) the front door to the Premises which has such fire rating and is provided with such frames strips seals fixings and door furniture including any letter box as the Lessor acting reasonably may require the design and appearance of such door to be in conformity with the type of front door approved by the Lessor for the Estate.
  - (c) A fire blanket in the kitchen of the said Flat.

- (2) Not without the Lessor's previous written consent to alter the front door to the said Flat including its letter box.
- (3) To keep the Services Cupboard and all lobbies landings and staircases free of combustible materials
- (4) If the Lessee or any contractor employed by the Lessee intends to use heat or any naked flame as part of any work to be carried out on the Premises then such work must comply with the Lessor's permit to work or similar system and no work may be carried out unless a permit has first been obtained and only in accordance with the conditions of any such permit
- (5) To permit the Lessor to carry out periodic checks on the front door to the said Flat so as to ensure that it is compliant with fire precautions and if so required in writing to make good any defects identified as a result of any check.
- (6) In the event of any boiler serving the said Flat requiring replacement then to replace the same with an electric boiler (not a gas boiler)

28. If any rent or other money payable by the Lessee pursuant to the obligations contained in this Lease shall remain unpaid for 28 days after the same became due the Lessee shall pay interest on the unpaid money from the date when the same became due until the date of payment (both before and after judgment) at the rate of 3% per annum above the base rate of Royal Bank of Scotland plc (or if the same shall cease to exist such other interest rate as the Lessor acting reasonably shall determine)

7. Seventh Schedule ("Covenants on the part of the Lessor") –

Paragraph

2. Omit the present paragraph 2 and replace with the following new paragraph:-

"2. The Lessor shall keep all buildings and other insurable structures and facilities for the time being on the Estate insured in the name of the Lessor but with the interest of the persons notified to the Lessor as having an interest in the policy noted on the policy (whether generally or specifically) against loss or damage by fire aircraft explosion storm tempest or (so far as insurable) act of war or accident by any other peril within the usual comprehensive policy of the insurers (referred to in this Lease as the insured risks) to the full cost of rebuilding plus demolition site clearance taxes and professional fees in some reputable insurance office subject to availability of cover and the limitations imposed by the insurer (including any excesses) and shall also take out and keep on foot a policy of insurance in some reputable insurance office covering liability for injury or death to persons on the Estate and shall make all payments necessary for those purposes within seven days after they become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt or other evidence of payment for every such payment

3. In paragraph 3 after the words "any such building" where they first appear in the paragraph insert the words "or other insurable structures or facilities on the Estate" and after the words "any such building" where it secondly appears at the end of this paragraph insert the words "or other such structure or facilities".

4. Omit the existing paragraph 4 with the following new paragraph:-

"4. The Lessor shall keep (a) the Reserved Property and all fixtures and fittings therein and additions thereto (b) the Stores (except locks) and (c) the car parking spaces on

the Estate whether internal or external and any covering over such spaces in a good and tenable state of repair decoration and condition including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary and for whatever reason rebuild reconstruct and replace the same **PROVIDED** that nothing herein contained shall prejudice the Lessor's right 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 or the Reserved Property by the negligence or other wrongful act or default of the Lessee or such other person".

5. Omit the existing Paragraph 5 replace with the following new paragraph:-

"5. The Lessor shall pay or contribute towards the expense of repairing and maintaining all walls or fences bounding the Reserved Property".

7. In paragraph 7 after the words "properly carpeted" insert the words "(or provided with substitute alternative covering)".

10. Omit the existing Paragraph 10 and replace with the following new paragraph :-

"10(a) The Lessor shall have power to carry out such works of improvement (which may include works of demolition) to the Estate and/or the Reserved Property and to provide such services to facilities and amenities on the Estate and/or the Reserved Property as may be from time to time considered appropriate by the Lessor acting reasonably.

(b) The Lessor shall do all such works as under any Act of



Parliament by law regulations or rule of law are directed or necessary to be done on or in respect of the Estate or the Reserved Property (other than any required in relation to the Premises or to any other Flat comprised in the building of which the Premises form part which are the responsibility of the Lessee or the owner of any other Flat except to the extent hereafter provided) including such works which affect both the Reserved Property and the Premises (or any other Flat) where these are part of or connected with the same legal requirement if the Lessor acting reasonably considers that the same can be carried out more effectively or economically by being carried out together".

11. In Paragraph 11 after the word "contractors" insert the words "porter, caretaker, or other persons".
12. In paragraph 12 omit the existing sub-paragraph (b) and replace with the following new sub-paragraph:-
  - "(b) The Lessor may incur the following –
    - (i) The cost of any insurance valuation of any building on the Estate and the cost of pursuing any insurance claim connected with the Estate.
    - (ii) Bank charges
    - (iii) The costs of administering the Lessor Company including any fees payable in relation to the Lessor (or any other company which may be responsible for managing the Estate)".
12. In Paragraph 12 also add the following additional sub-paragraph
  - "(c) Any insurance excess payable shall be charged to the costs and expenses referred to in Paragraph 19 of the Sixth Schedule save to the extent that the same is payable by the Lessee or any other Owner".

14. In Paragraph 14 omit the word "audited" and replace with the word  
"certified" and omit the words "audit fee" and replace with the words  
"certification fee".
  
- 15.; In Paragraph 15 after the words "is taken" insert the words "or  
as soon as is practicable thereafter".