

S48



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

**Case Reference** : **LON/00AZ/LBC/2013/0085**

**Property** : **37a Hazelbank Road, London SE6  
1LN**

**Applicant** : **Mr Michael Storey**

**Representative** : **Mr J Dowlman (Counsel)  
Rootes & Allott Solicitors**

**Respondent** : **Mr Timothy Evans**

**Representative** : **Unrepresented**

**Type of Application** : **Determination of an alleged breach  
of covenant under S.168(4) of the  
Commonhold and Leasehold  
Reform Act 2002**

**Tribunal Members** : **Mr Jeremy Donegan – Tribunal  
Judge  
Mrs Sarah Redmond MRICS –  
Valuer Member**

**Date and venue of  
Hearing** : **04 December 2013  
10 Alfred Place, London WC1E 7LR**

**Date of Decision** : **05 December 2013**

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**DECISION**

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## **Decisions of the tribunal**

- (1) The tribunal determines that the Respondent has breached the lease of 37a Hazelbank Road, London SE6 1LN (the Upper Maisonette). Further details of the breaches are to be found at paragraphs 19-22 of this decision.

## **The application**

1. The Applicant seeks a determination pursuant to section 168(4) of the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") that the Respondent is in breach of covenants within his lease. In particular the Applicant asserts that the Respondent has breached the following covenants:
  - Clause 3(i), (ii) and (v) in respect of the repair, maintenance and decoration of the Flat;
  - Clause 2(xii) in respect of insurance;
  - Regulation 3 in the first schedule in respect of nuisance; and
  - Regulation 6 the first schedule in respect of cleaning the windows.
2. The application was received by the tribunal on 14 October 2013 and directions were issued at a pre-trial review on 23 October 2013. The Respondent has not served a statement in reply to the application or taken any part in the proceedings.
3. The full hearing of the application took place on 04 December 2013. The Applicant was represented by Counsel, Mr Dowlman. There was no appearance by the Respondent.
4. The relevant legal provisions are set out in the Appendix to this decision.

## **The background**

5. The Applicant is the freeholder of 37 Hazelbank Road, London SE6 1LN (the Building). He also holds a lease of the Building, granted on 26 February 1903 for a term of 999 years from 25 March 1896. The Building comprises of two flats, 37 Hazelbank Road (the Lower Maisonette) and 37A Hazelbank Road (the Upper Maisonette).

6. The Respondent holds a lease of the Upper Maisonette (the Lease). This appears to be a sublease, as the Applicant holds a headlease of the Building. The specific provisions of the Lease are referred to below, where appropriate.

### **The issues**

7. The application relates to the condition and insurance of the Upper Maisonette. The Applicant contends that the Respondent has breached covenants in the Lease over a prolonged period.
8. The Applicant produced a hearing bundle that included copies of the application, the directions, the Lease, relevant correspondence, a report from Bradley Harris Limited Chartered Surveyors and recent photographs of the Building and Upper Maisonette.

### **The lease**

9. The Lease is dated 21 October 1977 and was granted by Peter Bowers (Lessor) to Stanley Graham Church and Yvonne Angela Webb (Lessee) for a term of 930 years from 21 October 1977. The Lease was subsequently varied by Deeds dated 24 May 1979 and 03 April 1985.
10. The Lessee's covenants are set out at clauses 2 and 3 of the Lease and include:

*2 (xii) At all times during the said term to insure and keep insured in the joint names of the Lessor and the Lessee and all such other persons having any interest therein as the Lessor may think fit and in such Insurance Office and Agency as shall be nominated by the Lessor and in the full replacement value thereof (including Architects and Surveyors fees) and all such other risks as the Lessor may require and will pay all premiums for such Insurance within seven days after the same becoming payable and to produce to the Lessor on demand the policy of such Insurance and the receipt for every such payment of premium and to cause all monies received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the demised premises and to make up any deficiency out of the Lessees own monies*

*3(i) From time to time and at all times during the term well and substantially to repair cleanse maintain amend and keep in repair the demised premises and the Lessors fixtures therein and as occasion requires to clean and keep all windows and keep all cisterns boilers electric wires cables and gas and water pipes drains and soakaways and all ball cocks in the demised premises in good order and condition*

3(ii) *In the year 1980 and thereafter once in every fourth year of the said term and also during the last year or at the sooner determination thereof to paint all the outside wood and ironwork or other metal work usually painted and in the year 1980 and thereafter once in every seventh year of the said term and during the last year or at the sooner determination thereof paint all internal portions proper to be painted of the demised premises and all additions thereto with two coats of good oil paint in a proper and workmanlike manner and have all walls at any time forming part of the demised premises washed and painted with two coats of good paint or papered with paper of good quality in a proper and workmanlike manner and all ceilings forming part of the demised premises washed and papered distempered or painted in a proper and workmanlike manner*

3(v) *At all times during the said term to contribute one half of the cost of keeping the external walls and the load bearing walls and the girders and timbers and the roof and chimney stacks and exterior and foundations of the building (including drains gutters and external pipes) and such boundary walls and fences as belong to the Lessor and the common pathways leading from Hazelbank Road to the front door of the maisonette in good and substantial repair and condition and in clean and proper order and condition and also to keep the structure of the building and all the lower parts of the building all water tanks and cisterns electric wiring and cables and meters and gas and water pipes and meters drains and soakaways not forming part of the demised premises in good and substantial order and condition*

3(vi) *At all times during the term to observe the regulations specified in the First Schedule hereto*

11. The First Schedule to the Lease sets out various regulations that the Lessee must comply with, which include:

3. *Not to do or permit to be done on the demised premises any act or thing to the damage or annoyance of the Lessor or the Tenants of the Lessor or the occupiers of the other maisonette in the building or of any adjoining or neighbouring premises in the neighbourhood or any illegal or immoral act*

6. *To clean in a proper and workmanlike manner the interior and exterior of the windows of the demised premises at least once in every calendar month*

## The issues

12. At the start of the hearing, the tribunal spent some time discussing the issues with Mr Dowlman. After a short adjournment, he advised that the Applicant was no longer seeking a determination that the Respondent was in breach of Regulation 3 of the first schedule to the Lease but was seeking a determination in relation to all of the other alleged breaches.
13. Having heard evidence and submissions from the parties and considered all of the documents provided, the tribunal has made determinations on the various issues as follows.

## Submissions

14. At paragraph 13.3 of the original application, the Applicant states:

*It is believed that the Respondent vacated the Premises approximately 20 years ago and since then the Premises have fallen into a state of considerable disrepair as will be apparent from the Schedule of Dilapidations and wants of Repair prepared by Bradley Harris surveyors dated September 2013 ('the Schedule of dilapidations') (Appendix 4), and now presents a risk to the remainder of the Building of which it forms part, notably the residential maisonette below occupied on a long lease (see letter dated 23.09.2013 from the leaseholder.....)*

15. The report from Bradley Harris Limited was based on an inspection of the Upper Maisonette by Mr Jason Harris on 13 August 2013. Attached to his report was a detailed schedule of dilapidations together with various photographs of the Building and the Upper Maisonette. The schedule of dilapidations identified numerous items of disrepair and the relevant clauses in the Lease that had been breached. In several instances the schedule refers to clause 3(11), which should be a reference to clause 3(ii).
16. In her letter dated 23 September 2013, Ms Cassidy explains that she has not seen Respondent since she purchased the Lower Maisonette in 1996. She gives details of the external disrepair to the Upper Maisonette and the neglect of the garden and grounds. Ms Cassidy also states “..I have had the shared driveway replaced to the cost of £6000 with no reimbursement from the leaseholder of 37a”.
17. The Applicant also relies on letters that his solicitors sent to the Respondent and the registered mortgagees for the Upper Maisonette, Leeds Building Society, dated 01 February and 12 September 2013. In their initial letter to the Respondent they identified various breaches of the Lease and requested “..a copy of the current buildings insurance

*policy and a receipt for the last premium*". This request was made pursuant to clause 2(xii) of the Lease.

18. Having studied the submissions from the parties and considered all of the documents provided, the tribunal has made the following determination.

### **The tribunal's decision**

19. The tribunal determines that the Respondent has breached the repairing and redecorating covenants at clauses 3(i) and (ii) of the Lease in the manner set out in the schedule of dilapidations contained in the report from Bradley Harris Limited dated September 2013 (Please note that the schedule incorrectly refers to clause 3(11) rather than 3(ii) of the Lease).
20. The tribunal determines that the Respondent has breached the covenant to clean the interior and exterior of the windows in the Upper Maisonette, at regulation 6 of the first schedule to the Lease, in the manner set out in schedule of dilapidations. A copy of the schedule is attached to this decision.
21. The tribunal determines that that Respondent has breached clause 3(v) of the Lease in that he has not contributed to the cost of replacing the shared driveway to the Building, as referred to in Ms Cassidy's letter dated 23 September 2013.
22. The tribunal determines that the Respondent has breached clause 2(xii) of the Lease by failing to produce copies of the insurance policy and receipt for the Upper Maisonette, in accordance with the request made in the letter from Applicant's solicitors dated 01 February 2013.

### **Reasons for the tribunal's decision**

23. The Respondent has not contested the application and the tribunal accepts the unchallenged evidence in the report and schedule of dilapidations from Bradley Harris Limited. Further the photographs in the bundle establish all of the dilapidations identified in the schedule. The Respondent has not complied with his repairing and redecorating covenants and has not kept the Upper Maisonette in good order and condition.
24. Based on the information provided by the Applicant and Ms Cassidy, it appears to the tribunal that the Respondent has abandoned the Upper Maisonette. He has not been seen for at least 17 years and the flat is empty and derelict. The Respondent has not cleaned the windows, repaired or redecorated the Upper Maisonette during this period.

25. The tribunal also accepts Ms Cassidy's evidence that she has not received any reimbursement from the Respondent for the £6,000 cost of replacing the shared driveway. The tribunal accept Mr Dowlman's submission that the Respondent's failure to contribute one half of the cost of this work is a breach of clause 2(v) of the Lease, whether or not this sum was formally demanded by Ms Cassidy.
26. In relation to the insurance, the Applicant's solicitors requested copies of the current insurance policy and the latest premium receipt in their letter to the Respondent of 01 February 2013. He did not respond to that letter or their subsequent follow up letter. Their letters were sent to the Respondent at the Upper Maisonette and copied to the registered mortgagees.

### **The next steps**

27. The tribunal has determined that the Respondent has breached the Lease. It appears that he has abandoned the Upper Maisonette. The Applicant may wish to instruct an enquiry agent to try and trace the Respondent.
28. If the Respondent is located then the Applicant's solicitors should send a copy of this decision to his current address.
29. The Respondent should remedy the breaches of the Lease, as soon as possible, if he is to avoid further action by the Applicant. That action could include service of a Notice under section 146 of the Law of Property Act 1925 and possible Court Proceedings to try and repossess the Upper Maisonette.
30. The tribunal strongly recommends that the Respondent seeks independent legal advice upon this decision.

**Name:       Jeremy Donegan**

**Date:        05 December 2013**

## **Appendix of relevant legislation**

### **Commonhold and Leasehold Reform Act 2002**

#### **Section 168 No forfeiture notice before determination of breach**

(1) A landlord under a long lease of a dwelling may not serve a notice under section 146(1) of the Law of Property Act 1925 (c. 20) (restriction on forfeiture) in respect of a breach by a tenant of a covenant or condition in the lease unless subsection (2) is satisfied.

(2) This subsection is satisfied if—

(a) it has been finally determined on an application under subsection (4) that the breach has occurred,

(b) the tenant has admitted the breach, or

(c) a court in any proceedings, or an arbitral tribunal in proceedings pursuant to a post-dispute arbitration agreement, has finally determined that the breach has occurred.

(3) But a notice may not be served by virtue of subsection (2) (a) or (c) until after the end of the period of 14 days beginning with the day after that on which the final determination is made.

(4) A landlord under a long lease of a dwelling may make an application to the appropriate tribunal for a determination that a breach of a covenant or condition in the lease has occurred.

(5) But a landlord may not make an application under subsection (4) in respect of a matter which—

(a) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,

(b) has been the subject of determination by a court, or

(c) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(6) For the purposes of subsection (4), “appropriate tribunal” means –

(a) in relation to a dwelling in England, the First-tier Tribunal or, where determined by or under Tribunal Procedure Rules, the Upper Tribunal; and

(b) In relation to a dwelling in Wales, a leasehold valuation tribunal.



**INTERIM SCHEDULE OF DILAPIDATIONS**

**UPPER MAISONETTE 37A HAZELBANK ROAD CATFORD LONDON SE6**

NOTE - THE PROPERTY IS DESCRIBED THROUGHOUT THE SCHEDULE AS IF LOOKING AT IT FROM HAZELBANK ROAD

ITEM	ITEM NO	LEASE CLAUSE	DEFECT	REMEDY	PHOTO REFERENCE
<b><u>FIXTURES AND FITTINGS/TENANT ALTERATIONS</u></b>					
<b>INTERNALLY</b>	1	3(1)	Door between kitchen and landing/hallway removed.	Provide new door and door furniture.	31
	2	3(1)	Staircase between rear garden area and first floor reception room access door to flat removed, including any quarter landing, top, hand rail and balustrade.	Provide new metal or timber frame staircase, including support posts, landings and hand rails.	12, 17
<b><u>REPAIRS</u></b>					
<b><u>EXTERNALLY</u></b>					
FRONT RIGHT HAND CHIMNEY STACK	3	3(1)	Loose mortar to fair face brickwork with numerous open joints.	Rake out joints, remove loose mortar and repoint to match existing.	1
LEFT HAND SHARED CHIMNEY	4	3(1)	Cracked and partly dislodged top brick coursing to central section of right hand face of chimney with missing flaunching around 1 pot and pot distorted.	Remove loose flaunching and loose pots. Remove cracked and distorted brickwork at top. Rebuild brickwork. Provide new flaunching and reset existing clay pots.	2
<b>PARTY PARAPET WALLS</b>					
Front Right Hand Parapet	5	3(1)	Loose and debonded rendered finish to inside face between chimney stack and ridge.	Remove cracked, loose and debonded render finish back to brickwork as necessary. Provide 2 coat sand and cement render finish to match existing.	1
Rear Right Hand Parapet	6	3(1)	Loose and debonded render finish to inside face between chimney stack and ridge.	Remove cracked, loose and debonded render finish back to brickwork as necessary. Provide 2 coat sand and cement render finish to match existing.	18

JOINERY					
Front Elevation	7	3(1)	Distorted and defective section of flush fascia to left hand splay of front bay.	Remove section of guttering and length of pulled and distorted fascia. Provide new pre-treated timber and refix and realign guttering as necessary.	3
	8	3(1)	Rot to beading and sub cill of first floor right hand window to bedroom including internal areas of sub cill beneath fixed glazed light and lower beading.	Remove beading. Cut out rot affected sub cill 1m in length. Provide new sub cill, internal window board/beading and external beading at base of fixed light, leaving ready to receive decoration.	4
	9	3(1)	Severe rot to timber sub cill of right hand splay of front bay, including lower beadings at sides of fixed pane unit and both sides of frame, with missing beading at base of fixed light unit.	Remove side beadings. Remove fixed light panel. Cut out timber cill and base of frames. Splice in new pre-treated timber cill 1m in length. Refix fixed light panel. Provide new moulded timber beadings to sides and at base, leaving ready to receive decoration.	5
	10	3(1)	Severe rot to first floor bay front splay window sub cill, including lower beading and beadings at both sides of lower fixed light pane.	Remove timber beading at base and sides. Cut out rot affected sub cill 1.2m in length. Splice in new pre-treated sub cill and renew timber beadings to sides and base of fixed light.	6, 7
	11	3(1)	Severe rot to timber sub cill and lower beading of left hand splay first floor window.	Remove lower beading and timber sub cill. Splice in new pre-treated timber cill, renew beading and base of frames as necessary, leaving ready to receive decoration.	8
	12	3(1)	Broken 180mm x 300mm single glazed panel to private entrance door.	Provide new single glazed panel.	
Rear Elevation	13	3(1)	Significant rot to base of reception room entry door, including base of frame and threshold, with creeper growing through defective and rot affected frame/panelling to internal areas.	Remove complete entry door and framework and provide new part glazed entry door and inward opening frame with threshold, making good render reveals as necessary and leaving ready to receive decoration.	12, 13

	14	3(1)	Severe rot to reception room timber sub cill, including base of frames and closing board/fillet at junction with rendered reveals forming part of original sash surrounds.	Cut out rot affected sections of closing board at base approximately 500mm in length to each side of window. Remove timber window cill 1.2m in length and infill beading at sides. Splice in new pre-treated timber, including cill. Provide new side beading and beading at base of fixed light panel and leave ready to receive decoration or replace whole window.	14
	15	3(1)	Severe rot to timber window sub cill of kitchen, including lower beading and beading at sides of lower fixed pane.	Remove timber sub cill, lower beading and side beading - cill length 1m. Splice in new pre-treated timber cill. Renew side and base beading to fixed light pane and leave ready to receive decoration.	15
<b>INTERNALLY CEILINGS</b>	16	3(1)	Defective blown area of lath and plaster ceiling with Artex finish to front left reception room 2.5m x 1.2m.	Take down affected area of ceiling. Provide new boarding. Skim finish plaster and Artex to match existing.	19
	17	3(1)	Cracked and debonded lath and plaster ceiling to bathroom for whole area.	Take down existing ceiling. Provide new boarded finish and skim plaster, leaving ready to receive decoration.	20
	18	3(1)	Area of bowed and damaged ceiling to kitchen 1.2m x 2.8m.	Take down bowed and defective section of ceiling. Provide new boarded finish and skim plaster, leaving ready to receive decoration.	21
	19	3(1)	Cracked and partly loose lath and plaster ceiling to entrance hallway to area between borrowed light and reception room wall 1.5m x 1.5m.	Take down ceiling, provide new boarded finish and 4mm skim plaster, leaving ready to receive decoration.	32
<b>WALLS</b>	20	3(1)	Loose and debonded plaster finish beneath bay windows with partly missing paper finishes and evidence of damp penetration beneath windows.	Hack off render finish to walls beneath bay windows. Provide new sand and cement render and 4mm skim plaster, piecing in wood chip papers on completion, leaving ready to receive decoration.	22

	21	3(1)	Debonded plaster finish and wood chip paper beneath rear reception room window 1.2m x 1m, with further area of loose and debonded plaster to right hand side of rear reception room window and creasing and splitting of paper finish at junction with rear and right hand spine wall with creeper growing behind paper finish.	Hack off loose and defective areas of plaster finish beneath window and to right hand side of window. Remove wood chip paper, including cutting back cracked paper and plaster finish beneath at spine wall junction. Provide new sand and cement render and 4mm skim plaster to affected areas and reline with wood chip paper.	23, 24
	22	3(1)	Defective tiling to open walk-in type shower enclosure. Loose tiles to right hand wall and rear wall, particularly around window frame, with cracked and missing grouting to corners. Defective sealant at junction with shower tray.	Hack off tile finishes to 3 sides of shower enclosure. Provide new sand and cement render finishes to underlying plaster as necessary and provide new 150mm x 150mm glazed white tile surface, reforming sealant at junction with shower tray.	25, 26, 27, 28
	23	3(1)	Hollow and defective plaster finish to left hand side of rear facing kitchen window 850mm x 2m.	Remove wood chip paper finish. Hack off loose and defective plaster. Provide sand and cement render, 4mm skim finish and provide new wood chip paper to match existing.	29
	24	3(1)	Split and creased wood chip paper finish to front right hand corner of kitchen at junction with party wall and internal wall parallel with road frontage.	Cut back wood chip paper finishes. Fill and make good crack beneath and provide new wood chip paper finish.	37
	25	3(1)	Loose and debonded plaster finish with lifting decorations to front wall beneath bedroom window, with damp staining beneath window.	Remove plaster finish back to brickwork. Provide new sand and cement render, 4mm skim plaster and piece in wood chip paper finish to match existing.	30
FLOORS	26	3(1)	Heavy soiling to carpet finishes of stairwell, first floor landing, reception room and front bedroom.	Deep clean or strip up and renew carpet surfaces.	41, 45, 46
	27	3(1)	Heavy soiling to vinyl finish of WC/shower room.	Deep clean or renew vinyl finish.	
	28	3(1)	Soiling and marking to stuck down cork tile finish of kitchen.	Clean.	31
PRIVATE GARDEN	29	3(1)	Garden area heavily overgrown with creeper, vegetation and sapling trees.	Clear all vegetation, exposing top soil. Remove saplings, discarded items and rubbish.	51, 52, 53

	30	3(1)	Broken and defective timber panel fencing to right hand boundary, including 1 missing panel. Rot to remaining posts, with fence line uneven.	Provide new timber fencing and posts to entire right hand boundary.	52
	31	3(1)	Defective and partly missing boundary demarcation between private garden of first floor and ground floor flat.	Provide new timber panel fencing and posts with pedestrian access gate.	53
<b>DECORATIONS EXTERNALLY FRONT ELEVATION</b>					
	32	3(11)	Deteriorated flaking decorative finish to timber flush fascia across front elevation.	Scrape off peeling and paintwork. Knot, stop and prime new and bare areas and decorate in accordance with terms of lease.	2, 3
	33	3(11)	Peeling, flaking and blistered paintwork to 4 first floor window frames, including central transoms.	Burn off peeling and flaking paintwork. Knot, stop and prime new or bare areas of joinery and decorate in accordance with terms of lease.	4, 5, 6, 7, 8, 9
	34	3(11)	Soiling, marks and chips to paintwork of glazed private entry door to communal hallway and frame.	Prepare door and frame and decorate in accordance with terms of lease.	
	35	3(11)	Peeling and flaking painted stonework to first floor bay projection, including columns and lintel and right hand window including quoins to reveals.	Prepare, stabilise and decorate in accordance with terms of lease.	7, 9
	36	3(11)	Soiling marks to painted pebble or spar dash render finish at first floor level.	Prepare and decorate render finishes in accordance with terms of lease.	9
<b>REAR ELEVATION</b>	37	3(11)	Peeling and flaking decorative finish to fascia board across entire elevation.	Prepare, scrape off flaking paintwork. Knot, stop and prime new and bare areas of timber and decorate in accordance with terms of lease.	18
	38	3(11)	Peeling, flaking and now missing decorative finishes to 3 no. of first floor windows and pedestrian entry door and frame.	Burn off remaining peeling and flaking paintwork. Knot, stop and prime new or bare areas of timber and decorate in accordance with terms of lease.	10, 12, 13, 14, 15
	39	3(11)	Peeling and flaking decorative finish to render surfaces of external walls at first floor level.	Scrape off flaking and blistered masonry finish. Stabilise underlying render as necessary and decorate in accordance with terms of lease.	10

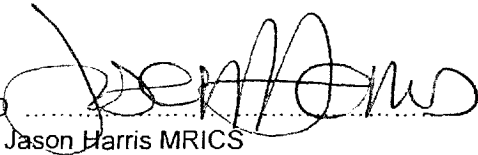
<b>INTERNALLY</b>					
<b>CEILINGS</b>	40	3(11)	Paper finish to landing area partly removed.	Strip remaining parts of paper finish as necessary and provide new lining paper, leaving ready to receive decorations.	32
	41	3(11)	Ceiling finishes of reception room soiled and generally marked. Evidence of some past damp staining to rear reception room area at board junctions and adjacent to central pendant light.	Prepare ceiling finishes and decorate in accordance with terms of lease.	33
	42	3(11)	Soiling to decorative finishes of bathroom.	Prepare ceiling surface and decorate in accordance with terms of lease.	20
	43	3(11)	Soiling generally to ceiling finish of kitchen with areas of new plaster following repair.	Prepare and decorate in accordance with terms of lease.	21
	44	3(11)	Flaking paintwork to ceiling finish of front right bedroom.	Scrape of flaking paintwork, prepare ceiling surface and decorate in accordance with terms of lease.	34
<b>WALLS</b>	45	3(11)	Marking and soiling generally to wall surfaces of reception room, except for exposed fair face brickwork to left hand party wall and chimney projection of front section.	Prepare previously painted surfaces and new plaster and decorate in accordance with terms of lease.	36
	46	3(11)	Previously painted wall surfaces of bathroom soiled and marked with some lifting decorative wood chip paper finish at ceiling junction.	Reapply lifted areas of wood chip paper, prepare surfaces and decorate in accordance with terms of lease.	35
	47	3(11)	Soiling and marks to decorative finishes of kitchen, with previous patch repairing undecorated around light switch.	Prepare existing surfaces, make good isolated damage and lifted paper edges and decorate in accordance with terms of lease.	37, 38
	48	3(11)	Soiling to decorative finishes of front right bedroom.	Prepare wall surfaces and decorate in accordance with terms of lease.	39
	49	3(11)	Soiling and marks to decorative finishes of walls to entrance staircase and first floor landing.	Prepare paper surfaces, make good minor damage and redecorate in accordance with terms of lease.	40, 41

ENDORSEMENT

I, Jason Harris MRICS, confirm that in my opinion:

- All the works set out in the schedule are reasonably required to remedy breaches complained of;
- full account has been taken of the landlord's intentions for the property, as advised by the landlord.

SIGNED



DATED

5.9.2013

Jason Harris MRICS

Bradley Harris Limited, 368 Croydon Road, Beckenham, Kent. BR3 4EX