



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

Case reference : **LON/00AY/LDC/ 2023/0237**

Applicant : **London Borough of Lambeth
(Landlord)**

Representative : **Sharpe Pritchard (Solicitors)**

Respondents : **Leaseholders of flats (38No.)**

Representative : **None**

Property : **Ponton House, 41 Palace Rd, SW2 3EQ;
Chalner House, 140 Coburg Cres, SW2
3HX; Despard House, 43 Palace Rd,
SW2 3EW; and 130-139 Coburg Cres.**

Tribunal : **10 Alfred Place London WC1E 7LR**

Interested Party : **None**

Date of directions : **13 October 2023**

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

Background to the application

The landlord/applicant has applied for dispensation from the statutory consultation requirements in respect of various programmed construction works. The works have been proposed and completed.

The work included in Form Box 1: *“The Applicant has carried out major works to the 4 blocks, including external upgrade works and repairs and redecoration. The works included (but were not limited to): replacing roof coverings; replacing windows with new PVCu double glazed windows; replacing/installing fire rated screens to the front of communal balconies; repairing existing timber and glass balcony balustrading; repairing/re-coating asphalt walkways and balconies; repairing external walls, to include repairs to brickwork, defective timber cladding and concrete repairs; redecorating. Works on site commenced on 4 April 2022. On or around 15 July 2022, it became apparent that extensive additional works were required in relation to balcony repairs and balcony soffits, external redecorations and electrical installations. The additional works required were only identified as a result of having commenced works on site. Details of the additional works are set out in the Applicant’s Statement of Case that accompanies this application.”*

The Consultation undertaken in Form Box 2: *“A preliminary letter was sent out to all the relevant leaseholders on 22 June 2020 informing them that their block was included in the Applicant’s 2020/2021 major works programme. On 7 July 2020, the Applicant served a Notice of Intention under section 20 LTA 1985 setting out the proposed works and the reasons for them. The Notice of Intention gave the leaseholders until 11 August 2020 to provide any observations and/or to nominate a contractor and explained how the leaseholder should contact the Applicant. On 22 April 2021, the Applicant served a Notice of Estimate on all the leaseholders. The Notice stated that tenders had been obtained from 3 contractors, and that the contract would be awarded to contractor A. The Notice invited any observations by 27 May 2021 and explained how a leaseholder should contact the Applicant. The Notice included an Appendix setting out the Applicant’s response to the observations received following the Notice of Intention. In light of the need for more extensive works to be carried out than were originally envisaged, the Council served an additional Notice of Estimate on all leaseholders on 18 October 2022, allowing only a shortened consultation period. See the Applicant’s Statement of Case for further details.”*

The explanation for seeking dispensation from all or any of the Consultation requirements in Form Box 3: *“A full consultation for the additional works would have led to additional costs and/or delays in instructing works which were ongoing on site in respect of the 4 blocks. The electrical installation works were omitted in error from the further Notice of Estimate dated 18 October 2022. However, those works were clearly required and as the contractor was already onsite, it would have been impractical for the Council to have conducted a 2-part consultation with leaseholders in respect of the electrical works and to put all works on hold pending that. The Council considers that it acted reasonably and took pragmatic decisions which were in the best interests of all its leaseholders (and residential tenants) in taking steps to arrange for the additional works (including the electrical installation*

works) to be carried out whilst the major works were ongoing. In in all the circumstances, it is reasonable and proportionate for there to be a dispensation in relation to the consultation requirements. The Council therefore requests that the Tribunal determines that any or all of those parts of the consultation process required under the LTA 1985 Act as set out in Regulations which have not been complied with in respect of the works carried out at all 4 blocks be dispensed with.”

- The applicant has asked for it to be dealt with on a fast track by the Tribunal: However no reason is given. The works are said to have been already completed. The applicant agrees to the application being determined on written submissions.
- In line with the decision in **Daejan Investments Ltd v Benson & others [2013] UKSC 14**: The only issues for the tribunal are whether it is reasonable to dispense with the statutory consultation requirements and if so, on what terms it should be granted, including whether there should be a requirement on the applicant to meet:
 - 1. all of their own and their representative’s costs of this S.20ZA application to the Tribunal;
 - 2. all and any losses to the respondents, from demonstrable “prejudice” arising from the applicant’s failures to comply with Consultation;
 - 3. all and any of the reasonable costs of the respondents incurred in engaging with this application;
 - 4. all and any of the reasonable costs of the respondents’ representatives and experts, if engaged, with this application.
- **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**
- The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 give guidance on how the application will be dealt with.

DIRECTIONS

Service of documents

The applicant/landlord must take the following steps:

1. By **31 October 2023** send to each of the leaseholders by email, hand delivery or first-class post, copies of the application form (excluding any list of respondents’ names and addresses) and any other documents accompanying it and a copy of these directions; and send an email to the tribunal at London.Rap@justice.gov.uk stating the date when it was done.
2. By **31 October 2023** display a copy of all of the above in a prominent place in

the common parts of the Property; and to place a copy of all of the above in a prominent accessible part of the Council's own website; and send an email to the tribunal at London.Rap@justice.gov.uk to confirm that this has been done and stating the date(s) when this was done.

3. By **30 November 2023** those leaseholders who **oppose** the application shall: Complete the attached reply form and send it to the tribunal **by email** to both the applicant/landlord and to London.Rap@justice.gov.uk; and; send to the applicant/landlord a statement in response to the application with a copy of the reply form, by post and by email where possible. They should send with their statement copies of any documents upon which they wish to rely.
4. By **21 December 2023** the landlord/applicant may send to the respondents a brief reply to any statements in opposition received.

The landlord/applicant shall then:

By **26 January 2024** prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application. If this is not possible, they should prepare the documents in Microsoft Word format, in numbered order (i.e. using a prefix of 01, 02, 03, etc);

The bundle should contain:

1. the application form and accompanying documents,
2. these and any subsequent directions,
3. documents upon which the landlord/applicant relies,
4. copies of any replies from the leaseholders and their evidence,
5. specimen copies of their leases, and
6. any relevant correspondence with the tribunal;
7. Send a copy of the bundle to each of the leaseholders individually who has sent a reply form to oppose the application, by email and, if requested, by first class post; and
8. Also send a copy of the bundle to the tribunal **by email** at London.Rap@justice.gov.uk. The subject line must read: "BUNDLE FOR PAPER DETERMINATION: And you must add **the Property address and the Case number** above. Please check for any rejection of the email, in case the attachment is too large for the outgoing or incoming servers.
9. By **2 February 2024** where the applicant and respondent cannot agree on the single bundle, those respondents who dissent may send in their own bundle, (and copied to the applicant) including their statements and any supporting documents to which they wish to refer. It should be headed BUNDLE FOR PAPER DETERMINATION – RESPONDENT. And you must add **the Property address and the Case number** above. They need not include documents already in the applicant's bundle only the additional documents. The respondent

should include a careful note of the documents in the applicant's bundle to which they wish to refer.

Determination of the application

1. The tribunal will determine this application during the seven days commencing **19 February 2024** based on written representations.
2. However, any party may make a request to the tribunal that a hearing should be held. Any such **request for a hearing should be made by 2 February 2024**, giving an indication of any dates to avoid. The hearing will have a time estimate of ONE day, but either party should notify the tribunal if that time estimate is insufficient.
3. If a hearing is requested, it will take place on **a date to be confirmed by remote video conferencing** making use of the electronic documents received **OR on request, face to face, in person at Alfred Place W1C**. Full details of how to take part will be sent nearer the time. No specialist software will be needed to access the hearing. However, parties will need to have access to a computer, connected to the Internet, with a webcam and microphone, or a similarly enabled smartphone or tablet device. If a party does not have suitable equipment to attend a video conference, they must notify the tribunal promptly, and consideration will be given to converting the video hearing into an audio hearing, by way of telephone conferencing.
4. The tribunal will not inspect the Property but, where necessary, will rely upon any plan and photographs provided by the parties.
5. The landlord/applicant will be responsible for serving a copy of the tribunal's eventual decision individually, on all leaseholders.
6. In addition, the tribunal will send a copy of its eventual decision on dispensation and its terms, if granted, to the representative of every represented leaseholders and to any unrepresented leaseholders, who have completed and returned the reply form attached to these directions.

Attached: Reply Form for Leaseholders

NOTES

1. **Whenever you send a letter or email to the tribunal you must also send a copy to the other parties and note this on the letter or email.**
2. **Documents prepared for the tribunal should be easy to read. If**

possible, they should be typed and use a font-size of not less than 12.

- 3. If the applicant fails to comply with these directions the tribunal may strike out all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 (“the 2013 Rules”).**
- 4. If the respondent fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.**

Reply Form for Leaseholders

Case Reference:	LON/00AY/LDC/ 2023/0237
Property:	Ponton House, 41 Palace Rd, SW2 3EQ; Chalner House, 140 Coburg Cres, SW2 3HX; Despard House, 43 Palace Rd, SW2 3EW; and 130-139 Coburg Cres.

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:

First-tier Tribunal Property Chamber (Residential Property) **by email** to:
London.Rap@Justice.gov.uk

and send/email a copy to the applicant or their representative

Sharpe Pritchard, Elm Yard, 10-16 Elm Street London WC1X 0BJ

Email address: mroberts@sharpepritchard.co.uk

	Yes	No
<ul style="list-style-type: none">Have you sent a statement in response to the landlord?	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none">Do wish to attend an oral hearing?	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none">Name address of any spokesperson or representative appointed for the leaseholder:		

Please also complete the details below:

Date:	
Signature:	
Print Name:	
Address of affected property:	
Your correspondence address (if different):	
Telephone & Email	

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

If you want to be sent online banking payment details by email, please tick this box

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH

Capacity

Address (including postcode):

Lambeth Town Hall, Legal Services, Brixton Hill, London, SW2 1RW, England

Address for correspondence (if different from above):

Telephone:

Day: 020 7926 3031 Evening: Mobile:

Email address: rahmed3@lambeth.gov.uk Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: Mari Roberts (Solicitor)

Reference no. (if any) MR/103695/600

Address (including postcode):

Sharpe Pritchard, Elm Yard, 10-16 Elm Street
London
WC1X 0BJ

Telephone:

Day: 07584706573 Mobile: 07584706573

Email address: mroberts@sharpepritchard.co.uk Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Various properties at: Ponton House, 41 Palace Road, London SW2 3EQ; Chalner House, 140 Coburg Crescent, London SW2 3HX; Despard House, 43 Palace Road, London SW2 3EW; and 130-139 Coburg Crescent.

See attached list of properties.

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity:

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)

Ponton House, 41 Palace Road, London SW2 3EQ is a purpose-built 4 storey block of flats consisting of 38 properties in total. There are 17 leasehold properties in the block which are the subject of this application – flat numbers 2, 4 to 10, 12, 15, 16, 25, 31, 34, 36 to 38.

Chalner House, 140 Coburg Crescent, London SW2 3HX is a purpose-built 3 storey block of flats consisting of 16 properties in total. There is one leasehold property in the block which is the subject of this application – flat 11.

Despard House, 43 Palace Road, London SW2 3EW is a purpose-built 4 storey block of flats. There are 16 leasehold properties in the block which are the subject of this application – flat numbers 1, 3 to 6, 8, 9, 13, 14, 16, 19 to 21, 24, 27 and 30.

130-139 Coburg Crescent is a purpose-built 3 storey block of flats. There are 4 leasehold properties in this block which are the subject of this application – flats 130, 131, 135 138.

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works? Yes No

If Yes, have the works started/been carried out? Yes No

Does the application concern a qualifying long-term agreement? Yes No

If Yes, has the agreement already been entered into? Yes No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application? Yes No

If Yes, please give details

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate. Yes No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case. Fast Track Standard Track

Is there any special reason for urgency in this case? Yes No

If Yes, please explain how urgent it is and why:

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application

fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

The applicant believes that the facts stated in this application are true.

Signed:

Mari Roberts

Dated: 14/09/2023

Mari Elisabeth Roberts

Partner, Sharpe Pritchard

GROUNDINGS FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant has carried out major works to the 4 blocks, including external upgrade works and

repairs and redecoration. The works included (but were not limited to): replacing roof coverings; replacing windows with new PVCu double glazed windows; replacing/installing fire rated screens to the front of communal balconies; repairing existing timber and glass balcony balustrading; repairing/re-coating asphalt walkways and balconies; repairing external walls, to include repairs to brickwork, defective timber cladding and concrete repairs; redecorating.

Works on site commenced on 4 April 2022. On or around 15 July 2022, it became apparent that extensive additional works were required in relation to balcony repairs and balcony soffits, external redecorations and electrical installations. The additional works required were only identified as a result of having commenced works on site.

Details of the additional works are set out in the Applicant's Statement of Case that accompanies this application.

2. Describe the consultation that has been carried out or is proposed to be carried out.

A preliminary letter was sent out to all the relevant leaseholders on 22 June 2020 informing them that their block was included in the Applicant's 2020/2021 major works programme.

On 7 July 2020, the Applicant served a Notice of Intention under section 20 LTA 1985 setting out the proposed works and the reasons for them. The Notice of Intention gave the leaseholders until 11 August 2020 to provide any observations and/or to nominate a contractor and explained how the leaseholder should contact the Applicant.

On 22 April 2021, the Applicant served a Notice of Estimate on all the leaseholders. The Notice stated that tenders had been obtained from 3 contractors, and that the contract would be awarded to contractor A. The Notice invited any observations by 27 May 2021 and explained how a leaseholder should contact the Applicant. The Notice included an Appendix setting out the Applicant's response to the observations received following the Notice of Intention.

In light of the need for more extensive works to be carried out than were originally envisaged, the Council served an additional Notice of Estimate on all leaseholders on 18 October 2022, allowing only a shortened consultation period.

See the Applicant's Statement of Case for further details.

3. Explain why you seek dispensation of all or any of the consultation requirements.

A full consultation for the additional works would have led to additional costs and/or delays in instructing works which were ongoing on site in respect of the 4 blocks. The electrical installation works were omitted in error from the further Notice of Estimate dated 18 October 2022. However, those works were clearly required and as the contractor was already onsite, it would have been impractical for the Council to have conducted a 2-part consultation with leaseholders in respect of the electrical works and to put all works on hold pending that.

The Council considers that it acted reasonably and took pragmatic decisions which were in the best interests of all its leaseholders (and residential tenants) in taking steps to arrange for the additional works (including the electrical installation works) to be carried out whilst the major works were ongoing.

In all the circumstances, it is reasonable and proportionate for there to be a dispensation in relation to the consultation requirements. The Council therefore requests that the Tribunal determines that any or all of those parts of the consultation process required under the LTA 1985 Act as set out in Regulations which have not been complied with in respect of the works carried out at all 4 blocks be dispensed with.

Please also see the Applicant's Statement of Case that accompanies this application.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,

Telephone: 01243 779 394

Fax: 0870 7395 900

Elmleigh Road, Havant, Hants, PO9 2AL

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

IN THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER

B E T W E E N:-

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

Applicant

and

**THE LEASEHOLDERS OF VARIOUS PROPERTIES AT
1-38 PONTON HOUSE
1-16 CHALNER HOUSE
1-30 DESPARD HOUSE
130-139 COBURG CRESCENT**

Respondents

APPLICANT'S STATEMENT OF CASE

1. This Statement of Case is prepared on behalf of the Applicant, the Mayor and Burgesses of the London Borough of Lambeth ("the Council").
2. The documents referred to below are included in an Appendix which accompanies this Statement of Case. The page numbering below refers to page numbers in the Appendix.

Relevant legislation

3. The Council seeks a dispensation under section 20ZA of the Landlord and Tenant Act 1985 ("LTA 1985") from all of the consultation requirements under section 20 LTA 1985 and the Service Charges (Consultation Requirements) (England) Regulations 2003 in respect of qualifying works which have been carried out to Ponton House, Chalner House, Despard House and 130-139 Coburg Crescent in relation to repairs to balconies and balcony soffits, external redecorations and electrical installations.
4. Section 20ZA of LTA 1985 provides as follows:
 - (1) *"Where an application is made to the appropriate tribunal for a determination to dispense with all or any of the consultation requirements in relation to any qualifying works or qualifying long term agreement, the tribunal may make the determination if satisfied that it is reasonable to dispense with the requirements.*
 - (2) *In section 20 and this section –*
"qualifying works" means works on a building or any other premises...
 - (3)

(4) In section 20 and this section “the consultation requirements” means requirements prescribed by regulations made by the Secretary of State.

(5) Regulations under subsection (4) may in particular include provision requiring the landlord –

(a) to provide details of proposed works or agreements to tenants or the recognised tenants’ association representing them,

(b) to obtain estimates for proposed works or agreements,

(c) to invite tenants or the recognised tenants’ association to propose the names of persons for whom the landlord should try to obtain other estimates,

(d) to have regard to observations made by tenants or the recognised tenants’ association in relation to proposed works or agreements and estimates, and

(e) to give reasons in prescribed circumstances for carrying out works or entering into agreements.”

5. The consultation requirements for qualifying works are set out in Part 2 of Schedule 4 of the Service Charges (Consultation Requirements) (England) Regulations 2003 (“the Regulations”).

Leasehold Properties

6. The Application relates to 38 leasehold properties in 4 separate residential blocks on the Palace Road Estate, Streatham, London SW2 (“the Estate”). The blocks are 1-38 Ponton House, 1-16 Chalner House, 1-30 Despard House and 130-139 Coburg Crescent. Plans showing the location of each block are at pages 3-4 of the Appendix. The Council is the freehold owner of each block.

7. Ponton House, 41 Palace Road, London SW2 3EQ is a purpose-built block of flats. The block is made up of 4 storeys and contains 38 properties. There are 17 leasehold properties in the block which are the subject of this application – flat numbers 2, 4 to 10, 12, 15, 16, 25, 31, 34, 36 to 38. The remaining flats in the block are let by the Council under secure tenancies.

8. Chalner House, 140 Coburg Crescent, London SW2 3HX is a purpose-built block of flats. The block is made up of 3 storeys and contains 16 properties. There is one leasehold property in the block which is the subject of this application – flat 11. The remaining flats in the block are let by the Council under secure tenancies.

9. Despard House, 43 Palace Road, London SW2 3EW is a purpose-built block of flats. The block is made up of 4 storeys and contains 30 properties. There are 16 leasehold properties in the block which are the subject of this application – flat numbers 1, 3 to 6, 8 and 9, 13 and 14, 16, 19 to 21, 24, 27 and 30. The remaining flats in the block are let by the Council under secure tenancies.

10. 130-139 Coburg Crescent is a purpose-built block of flats. The block is made up of 3 storeys and contains 10 properties. There are 4 leasehold properties in this block and

the following properties are the subject of this application – flats 130, 131, 135 138. The remaining flats in the block are let by the Council under secure tenancies.

11. A list setting out all the properties to which this application relates together with the names of the current leaseholders is attached to the Application Form. A Schedule listing the properties is also included at page 5. Columns 4 (and 5) of this Schedule lists the current owner(s) of the leasehold properties referred to in paragraphs 7 to 10 above. 11 of the leasehold properties which are the subject of this application have been sold since the consultation process referred to below began in 2020. The Notices referred to below were sent to the leaseholder owner(s) according to the Council's records at the relevant dates when the Notices were sent out.
12. The names of the former leaseholders are included in column 7 of the Schedule. The correspondence addresses of all leaseholders (current and former) have not been included in the Schedule but can be provided to the Tribunal, if requested.

The Leases

13. Under the leases granted by the Council, each of the Respondents is required to pay a service charge to the Council. The service charge payable by each Respondent includes a proportion of the reasonable expenses and outgoings incurred by the Council in complying with its obligations under the leases to maintain, repair, renew, reinstate, rebuild, clean and repair the structure of the building and the common parts including, inter alia, the external and internal walls, window frames and timbers, electric cables and wires.
14. The leases for the 38 leasehold properties which are the subject of this Application are in very similar terms. Details of the relevant clauses within the leases are set out below. These clauses are in identical terms, save that there is a slight difference in leases granted prior to 2001, as is explained in paragraph 18 below. Examples of a lease for a property in each of the four blocks are included in the Appendix. The leases are for 2 Ponton House (page 6-24), 11 Chalner House (page 25-45), 1 Despard House (page 46-69) and 130 Coburg Crescent (page 70-94).
15. Under clause 2.2, the leaseholder covenants *"to pay to the Council at the time and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto, such further and additional rent (hereinafter called the "Service Charge")..."*.
16. The Fourth Schedule provides as follows – *"All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out or any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:*
 - 1 *The expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all of the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof"*.

16. Under Clause 3.2 the Council covenants – “... to maintain repair redecorate renew amend clean repoint and paint as applicable and at the Council’s absolute discretion to improve
- 3.2.1 *the structure of the Building and in particular but without prejudice to the generality hereto the roofs foundations external and internal walls (but not the interior face of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof*
- 3.2.2 *the sewers drain, channels water course, gas and water pipes electric cables and wires and supply lines in under and upon the Building*
....
- 3.3 *So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenants in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council”.*
17. Pursuant to the Recital at 2.5.12 of each lease, the external parts of the Flat (other than the glass in the windows and the door or doors of the Flat) are not within the demise of the leaseholder and are retained by the Council.
18. The older leases which pre-date 2000, such as the lease for 131 Coburg Crescent which is at pages 95-135, are in very similar terms, save that the clauses at 2.2, 3.2 and 3.3 and the Fourth Schedule as set out above do not include a reference to “improvement”.

The Works

19. The Council proposed to carry out works to around 90 flats in total across the four blocks on the Estate. The Council commissioned Pellings LLP (“Pellings) to undertake contract administration for the works and worked with Pellings to plan, survey, design and project manage the works. The works involved an external upgrade including repair and/or redecoration major works. The works included, but were not limited to the following:-
- (1) Replacing the existing flat roof coverings, associated flashings and any rooflights/lining protection (as required);
 - (2) Replacing the existing windows with uPVC double glazed windows;
 - (3) Replacing/installing fire rated screens to the front communal balconies;
 - (4) Repairing the existing timber and glass balcony balustrading;
 - (5) Repairing/re-coating the existing private and/or communal asphalt walkways and balconies;
 - (6) Repairing the external walls (as required), to include repairs to brickwork; repointing/replacement of any existing defective timber cladding and/or concrete repairs (where required); and
 - (7) Redecorating all previous painted surfaces in the external and communal parts.
21. The reasons for these works were as follows:-

- (1) The flat roofs were at the end of their life expectancy and multiple reports of leaks had been reported across the Estate;
- (2) The windows were around thirty to forty years old and had reached the end of their serviceable life;
- (3) Although the brickwork was not in a considerably poor condition, the Council considered that it would be cost-effective to repair any clearly defective areas whilst scaffolding was in place when other works were carried out to minimise future maintenance and to leave the buildings watertight;
- (4) The external and communal decorations to the buildings required cyclical upgrade works and redecoration was recommended to provide protection to the underlying services;
- (5) The communal and private balcony glass/timber balustrades were rotten in areas and the glass was cracked and/or defective. Repairs to these areas were required for health and safety purposes.

Consultation

22. Before the commencement of any works on site, the Council carried out a consultation under section 20 of the LTA 1985 and the Regulations.
23. A preliminary letter was sent to all the leaseholders on 22 June 2020 informing them that their block was included in the Council's 2020/2021 major works programme which would ensure that all residents living in Lambeth properties had homes that were warm, dry and secure. This letter informed the leaseholders that the Council's building surveying consultants, Pellings, were working out the level of major works required. Once that had been done, the Council would be serving a formal Notice of Intention on the leaseholders setting out details of the works proposed. Examples of the letters set to the leaseholders in each of the four blocks are at pages 136-147.
24. On 7 July 2020, the Council served a Notice of Intention under section 20 LTA 1985 setting out the proposed works and the reasons for them. The Notice of Intention gave the leaseholder until 11 August 2020 to provide any observations and/or to nominate a contractor and explained how the leaseholder should contact the Council.
25. The Notice of Intention explained the reason for the works and included a table setting out works required to various parts of the block. The works included the replacement of existing flat roof coverings; replacing existing windows with new uPVC double glazed equivalents along with fire rated screens to the front communal balconies; works to balconies (repairs to timber and glass balcony balustrading and repairs and recoating of private and communal asphalt walkways and balconies); works to external walls (brickwork, repointing and concrete surfaces) and also external redecoration. The Notice explained that scaffolding would need to be erected to carry out some of the works. It also stated that asbestos surveys were also going to be undertaken to all work areas prior to any works being undertaken. Observations were requested by 11 August 2020.
26. Examples of the Notice of Intention sent to leaseholders in each of the 4 blocks are at pages 148 to 187. All the Notices were in the same terms, save for the names and addresses of the leaseholder and the block name being changed as necessary.

27. At this stage, it was not envisaged that any extensive works would be required to electrical installations. Communal electrics did not form part of the planned works but they were found to be in an unsafe condition when the asbestos soffits were removed on the communal walkways – see further paragraph 54 below.
28. Following service of the Notice of Intention, an administrative error was spotted in the Notice in that a reference was made to “Ducavel House” instead of “Despard House”. A letter was therefore sent to all leaseholders correcting this mistake on 14 August 2020. A copy of an example of the letter sent out is at page 188-189.
29. No contractors were nominated by any of the leaseholders.
30. On 22 April 2021, the Council served the Notice of Estimate on all the leaseholders. The Notice stated that tenders had been obtained from 3 contractors, and that the contract would be awarded to contractor A, Engie Regeneration of Titan Court, Hatfield, AL10 9NA. The Notice invited any observations by 27 May 2021 and, again, explained how a leaseholder should contact the Council.
31. The Notice of Estimate set out a breakdown of the costs of works estimated for the whole building and an estimate of the leaseholder’s contribution. Appendix A included the costing for all the works including, inter alia, balcony works, communal area repairs and decorations, external redecorations and external walls. The Notice included at Appendix B a summary of the observations received in response to the Notice of Intention and set out the Council’s response to each observation.
32. Examples of the Notice of Estimate sent to leaseholders in each of the 4 blocks are at pages 190 to 249. All the Notices were in the same terms, save for the names and addresses of the leaseholder, the block name and the estimated costings for each block being different.

Commencement of works

33. The contract was awarded to the contractor with the lowest estimate – Engie Regeneration. George Dance of Equans (part of Engie) was the Quantity Surveyor for the project. Pellings provided Clerk of Works services for the works once they got underway. The Project Manager for the Council was Mr Verrol Harrington.
34. Works began on site on 4 April 2022. The works at 130-139 Coburg Crescent started on 4 May 2022. The works at Chalner House started on 19 May 2022. The works at Despard House and Ponton House started on 6 and 30 June 2022 respectively.
35. On or around 15 July 2022, after the works had commenced on site, it became apparent that extensive additional works would be required. The additional works related to four areas as follows – balcony repairs, external redecoration, balcony soffits and electrical installations. Each of these items is dealt with in turn below.

1. Additional works - Balcony repairs

36. Following a survey of the condition of the communal and private balconies having been carried out, it was found that a large majority of the glazing was externally rebated and at risk of falling out. The timber handrails and guardrails which supported the glazing was

heavily decayed in many locations causing the fixings to the rebates to become dislodged and rebates to loosen. It was also found that several of the glass inserts were missing and/or damaged.

37. Curtis Metal Designs had been commissioned to survey the walkway and private balconies at Coburg Crescent. A copy of their survey including photographs dated 1 June 2022 is at pages 250-261. They noted in their survey that rebates were in poor condition and were cracking and advised replacing top and bottom wooden sections in full. They identified issues with beading to the glass being in very poor condition and were concerned that panels could fall out. They also identified damaged and missing glass panels.
38. Following receipt of this survey, the other 3 blocks were reviewed separately to determine if the balconies could be repaired or would need to be replaced. Once the works to those blocks had been scheduled and costed, the recommendation was that they would be replaced as opposed to being repaired as that was more cost-effective. The repairs schedules for Ponton House, Chalner House, Despard House are at pages 262-268.
39. The original scope of works allowed for isolated provisional repairs to the timber handrails/guardrails and glazing. However, upon the survey having been carried out, it became clear that the problem was more widespread and that more than 50% of the balconies required additional works. Complete replacement of all glazing and timber rails was recommended due to the extent of the missing/damaged glass and/or timber decay and to provide a long-term remedy. It was also recommended as there was a danger to the public of glass falling out due to the condition of the balconies.
40. Pellings prepared an Additional Expenditure Report in January 2023 and a copy of that Report is at pages 269-275. In this Report, Pellings estimated the additional cost of replacement timbers and glazing as being around £202,000.

2. Additional works - External redecoration

41. Preparation for the redecoration to the metal balcony balustrading commenced following the scaffolding being erected. When this work got underway it was found that the metal railings were galvanised and that the existing paint finish was not adhering properly to the railings. This resulted in the paint bleeding consistently and the decorators were unable to find a firm edge when stripping the paint.
42. A sample area was redecorated as per the Schedule of Works, however the paint blistered. A Site Visit Report was prepared by paint specialists, Akzo Nobel, on 14 September 2022. They were asked to carry out an inspection of the external metal handrails to suggest a way forward with regards to the surface preparation prior to paint application. A copy of their report is at page 276-294.
43. Following discussions with Akzo Nobel it was decided that all the existing paint would need to be stripped off in its entirety and they recommended a paint system to be utilised – 1 coat Hammerite Special Metals Primer and x2 coats Hammerite Direct to Rust Metal Paint. This was outside of the scope of the Schedule of Works.
44. An email from the QS George Dance of Equans dated 16 September 2022 explaining the problem and asking for a quote is at page 295. He attached a number of photographs to his email. Three quotes were obtained from Larch Build Ltd, CML and Mai Serv Ltd. Copies of these quotes are at pages 296-302.

45. The cheapest quote was from CML for £33,692.63 and that was accepted.
46. In Pellings' Additional Expenditure Report prepared in January 2023 they have estimated the additional costs of redecorating the galvanised balustrading as being around £29,000.
47. In addition to the painting of the metal balconies, additional decorations were also required where concrete repairs had been undertaken. Where that had happened, the concrete finish appeared inconsistent resulting in unsightly patch repairs. All the concrete in previous phases had been decorated and it was therefore recommended that the existing non-decorated concrete in this phase of work also be decorated to provide a consistent finish and to avoid having unsightly patch repairs to the concrete. No allowance had been made in the original specification works for decorating non-decorated concrete areas.
48. The costings for this additional work are set out at items numbered 1, 3c and 4c of the CML quote at page 298. CML had already been appointed so were asked to include that further additional work in their costings.

3. Additional works - Balcony soffits

49. The system specified for the underside of the balcony soffits in the Schedule of Works – Hardi Plank - was found not to be suitable and was not considered to be a properly tested system when installed to the timber sub-structure of balconies. This issue only arose once works got underway as no intrusive surveys were carried out during the survey stage.
50. This issue came to light following removal of the existing timber shiplap soffit cladding and asbestos from the roof of communal walkways and private balconies to reveal what was underneath. Following the removal of this, what was left was timber joists and the flooring of the room above the soffit cladding. A question then arose as to whether what was proposed in the Schedule of Works was fully compliant from a fire safety point of view. The issue was identified in an email from George Dance to Lee Bui, Associate Fire Engineer at Bureau Veritas dated 15 August 2022 which is at pages 305-309. Mr Dance queried whether the solution set out in the Schedule of Works for soffit boarding was compliant.
51. Mr Bui confirmed that the new membrane and cement board being proposed were non-combustible and exceeded the minimum requirements for a building of this type. However, the requirements in relation to "*compartmentation*" and "*floors that function as an escape route*" would not be met by the proposed system. He recommended that tested fire rated soffits should be used for both the private balconies and shared flat access balconies. Mr Bui's email dated 16 August 2022 is at page 304.
52. Following this email exchange, John Grabowski at Pellings recommended on 17 August 2022 that the contractor should proceed with an alternative certified system – Supalux – as this is tested and certified with a timber framed substrate – see email at page 303.
53. In Pellings' Additional Expenditure Report prepared in January 2023 they have estimated the additional cost for the change in the specification as £20,000.

4. Additional works - Electrical installation

54. Following a survey of the communal electrics in the block, it was found that there was low insulation resistance to the wiring making it unsafe for the existing electrical installation system to remain in all the blocks. The original specification for the works only allowed for isolated repairs to the circuit and lights. However, following the survey a full replacement was recommended as being required.
55. An electrical survey of the communal electrical installation was undertaken by Well Connected Electrics on 8 April 2022. A copy of their survey is at page 310-321. In their survey, they outlined the current condition and existing arrangement of the communal installations at the 4 blocks. They noted that the existing distribution boards were in poor condition and had not been updated for some time. They also noted that maintenance carried out to date had been carried out on an ad hoc basis with a range of different lamp types and control gear being present. Both these issues posed a serious problem with maintenance issues in the future. They recommended that the blocks be upgraded in line with the recent installation at Baly House, another Council owned block.
56. When the contractors were on site, they conducted an electrical test and this highlighted issues with the emergency lighting and the fire risk assessments ("FRA"). The previous FRAs indicated that emergency lighting was required but those works had not been completed. As the contractors were already on site doing major works, it was not possible to leave the emergency lighting works to be completed under a separate scheme. The works therefore had to be completed to ensure the fire safety of the building.
57. Equans (the contractors) issued a letter to the Council dated 15 February 2023 giving notice that there were works which had not been carried out as per the previous FRAs. A copy of that letter is at page 322. It enclosed the previous FRA dated 8 May 2017 which is at pages 324-400. Equans confirmed that there were still works that needed to be completed as highlighted in the FRA from May 2017; emergency lighting was referenced as being a requirement.
58. The Project Manager considered that doing these works standalone outside of the works which were ongoing under the major works contract would have cost substantially more. In addition, had the Council had to stop the works project to allow time for a full consultation with the leaseholders to be conducted in relation to the works to the electrical installations, there would have been a real risk of having to pay large penalties for the project delay and this would have ended up in increased costs. A decision was therefore taken to include these necessary works as part of the major works project that was already underway at each of the blocks.
59. Prior to these additional works being carried out, the Council asked the main contractor to obtain three quotes from its sub-contractors in relation to the specialist electrical installation works. A Scope of Works prepared by Engie is at pages 401-412. Quotes were obtained from NRT Group, Well Connected Electrics and Hi-Spec. The cheapest quote was from Well Connected who were appointed to carry out the works. Copies of the three quotes are at pages 413-420.
60. In Pellings' Additional Expenditure Report prepared in January 2023 they have estimated the additional cost for the replacement electrics at £112,500.

Further Consultation

61. In light of the need for more extensive works to be carried out than were originally envisaged, the Council served an additional Notice of Estimate on all leaseholders on 18 October 2022. In this Notice, which was accompanied by a covering letter, the Council explained that after commencing works on site, it had become apparent that more extensive work was required than had initially been anticipated. For that reason, as well as the increase in estimated costs, the Council was issuing an additional Notice which was enclosed with the letter. Examples of the letter and the additional Notice sent to leaseholders in each of the blocks are at pages 421-470. The letters and Notices were in the same terms, save for the names and addresses, the block names and the revised estimates.
62. The letter set out details of the more extensive works that were required to the balconies, external redecoration and external walls. The additional works required were also set out in Appendix A to the Notice. The Notice set out the new total estimated cost and the leaseholder's contribution.
63. Leaseholders were given fourteen days until 1 November 2022 to provide any observations on these additional works. No observations or comments were received from any of the leaseholders.
64. This additional Notice was sent in order to comply with the spirit of the regulations. The Applicant is aware that a shortened consultation which does not enable leaseholders to nominate a contractor is likely to be a breach of the strict consultation regulations.
65. The electrical installation works were omitted in error from the further Notice of Estimate dated 18 October 2022. However, these works were clearly required from a safety point of view and considering that a contractor was already on-site, it would have been impractical for the Council to have conducted a 2-part consultation with leaseholders for the electrical works, particularly in circumstances where this would have led to the Council having to halt the works that were already ongoing. The Council acted reasonably in all the circumstances and does not consider that the leaseholders have been prejudiced by the additional Notice having omitted the electrical works. That omission does not change the fact that the leaseholders would still need to demonstrate prejudice in order to persuade the FTT that a dispensation in respect of the consultation requirements for the electrical works should not be granted.

Reports relating to Additional Works

66. A Justification Report dealing with the additional works was prepared by the Council's project manager, Mr Verrol Harrington, on 5 December 2022. In this report, Mr Harrington confirms that a full consultation for the additional works (if required), including the electrical installation works, could not be carried out because the delay "*would have entailed additional costs (Prelims etc) from the contractor for delays in instructing works. In addition, if we waited for the 35 days the lead in period for ordering materials would have further delayed the project and ultimately additional prelims costs would be payable to the contractor...*". A copy of this is at pages 471-477.
67. Pellings prepared an Additional Expenditure report in January 2023. This has been referred to above and is at pages 269-275. This report not only dealt with the items of additional works as set out above, but also other additional expenditure incurred under the project.

Conclusion

68. The Council considers that it acted reasonably and took pragmatic decisions which were in the best interests of all its leaseholders (and residential tenants) in taking steps to arrange for the additional works detailed in paragraphs 36 to 60 above to be carried out whilst the major works were ongoing in the four blocks.
69. In all the circumstances, it is reasonable and proportionate for there to be a dispensation in relation to the consultation requirements. The Council therefore requests that the Tribunal determines that those parts of the consultation process required under the LTA 1985 Act as set out in Regulations which have not been complied with in respect of the works carried out on the Estate may be dispensed with.
70. The Tribunal is therefore requested to grant the dispensation sought by the Applicant.

STATEMENT OF TRUTH

The Applicant believes that the facts stated in this Statement of Case are true. The Applicant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed:

Mari Elisabeth Roberts
Mari Elisabeth Roberts
Partner, Sharpe Pritchard

Dated: 14/09/2023

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Solicitors for the Applicant

BETWEEN:

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

Applicant

and

**THE LEASEHOLDERS OF VARIOUS PROPERTIES AT
1-38 PONTON HOUSE
1-16 CHALNER HOUSE
1-30 DESPARD HOUSE
130-139 COBURG CRESCENT**

Respondents

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T21, 831/0062

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



LONDON BOROUGH OF LAMBETH

TITLE NUMBER SGL149194

PROPERTY 2 Ponton House Palace Road London SW2 3EQ

The Freehold land shown edged red on the filed plan of the above Title

THIS DEED OF LEASE is made the 10th day of September 2001

BETWEEN THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH of Town Hall Brixton Hill London SW2 1RW (hereinafter called "the Council") of the one part and EDNA OSEI of 2 Ponton House Palace Road Palace Road Estate London SW2 3EQ (hereinafter called "The Tenant") of the other part

WHEREAS

- 1 IN these presents unless there be something in the subject or context inconsistent therewith:
 - 1.1 words importing the masculine gender only shall include the feminine gender and vice versa
 - 1.2 words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants contained in these presents which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
 - 1.3 words importing person include corporations and vice versa
 - 1.4 any reference to an Act of Parliament shall include any modification extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity there from
 - 1.5 where the Tenant is more than one person the Tenant shall hold the Flat UPON TRUST to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and monies applicable as capital and net rents and profits thereof until sale UPON TRUST for themselves as joint tenants and it is declared that the survivor of such persons can give a valid receipt for capital money arising on a disposition of the Flat
- In this sub-clause the expression "the Tenant" shall mean only the persons executing the Counterpart of this Lease
- 1.6 the obligations of the Tenant shall be joint and several

- 2 THE following expressions shall have the meanings hereinafter mentioned (that is to say):
 - 2.1 "the Council" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
 - 2.2 "the Tenant" includes two or more joint tenants and shall include its successor or successors in title and in the case of an individual shall include his personal representatives unless the context contains a contrary indication
 - 2.3 "the Term" means the term of years hereby granted together with any continuation thereof (whether

under an Act of Parliament or by the Tenant holding over or for any other reason)

2.4 "these Presents" means this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms thereof

2.5 "the Flat" means the property described in the First Schedule hereto and each and every part thereof together with the appurtenances thereto belonging and together also with any structure and each and every part thereof now or hereafter erected or in the course of erection thereon or on any part thereof together with all alterations additions and improvements thereto which may be carried out during the term and shall also include but without prejudice to the generality hereof the following:

2.5.1 the glass in the windows of the Flat

2.5.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.5.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)

2.5.4 the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat

2.5.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.5.6 any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part

2.5.7 all conduits pipes and cables which are laid in any part of the building of which the Flat forms part and serve exclusively the Flat

2.5.8 all fixtures and fittings in or about the Flat (other than Tenant's fittings)

BUT SHALL NOT INCLUDE

2.5.9 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2.5.10 all walls bounding the Flat

2.5.11 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.5.12 external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)

2.6 "the Building" means the property referred to as the Building in the First Schedule hereto

2.7 "the Estate" means the property described in the First schedule hereto and its extent may from time to time be determined or extended by the Council's Director of Housing Services for the time being whose decision shall be final and binding save in the event of manifest error

2.8 the expression "the expenses and outgoings incurred by the Council" shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the Flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year

in question as being fair and reasonable in the circumstances

2.9 The expression "the Council's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from the time to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number **SGL149194** and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

WITNESSETH as follows:

1 In pursuance of the Housing Act 1985 as amended by the Housing and Planning Act 1986 and in consideration of the sum of **FORTY FOUR THOUSAND AND FIVE HUNDRED POUNDS (£44,500.00)** paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for a term of 125 years commencing on the **29th October 1984** (determinable nevertheless as hereinbefore provided) paying therefore during the term hereby granted the yearly rent of £10.00 to be paid annually on the 1st of April and the further and additional rent hereafter mentioned to be paid by equal monthly payments in advance on the First day of each month the first payment to be made on the execution hereof and to be for the period from the date hereof to the **31** day of *December* next

2 The Tenant hereby covenants with the Council as follows:

2.1 To pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever

2.2 To pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto

2.3 If any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.4 To bear and discharge all existing and future rates taxes duties charges assessments impositions and out goings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any

rates taxes assessments charges impositions and out goings being assessed charged or imposed in respect of the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat

2.5 From time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the local or other competent authority

2.6 To observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention

2.7.1 To pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

2.7.2 To pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term hereby granted and in connection with every application for consent whether the same shall be granted or refused or withdrawn

2.8 Once in every fifth year of the said term and in the last quarter of the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner such internal parts of the Flat as are usually painted in a proper and workmanlike manner

2.9 At all times during the term to repair and maintain cleanse and keep the Flat and all the Landlords fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

AND IT IS HEREBY DECLARED AND AGREED

2.10.1 There is included in this covenant as repairable by the Tenant

2.10.1.1 the glass in the windows of the Flat

2.10.1.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.10.1.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat

2.10.1.4 the interior plastered coverings and plaster work tiling and other surface of floors ceilings and walls of the Flat

2.10.1.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.10.1.6 any water tank serving solely the Flat that may be installed in or on the roof spaces of the Building of which the Flat forms part

2.10.1.7 all conduits pipes and cables which are laid in any part of the Building of which the Flat forms part and serve exclusively the Flat

2.10.1.8 all fixtures and fittings in or about the Flat (other than Tenants fittings)

2.10.2 There is excluded from this covenant as repairable by the Tenant

2.10.2.1 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floors and the window frames thereof

2.10.2.2 all walls bounding the Flat

2.10.2.3 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.10.2.4 external parts of the Flat other than windows and the glass therein and the entrance door(s) of the Flat)

2.10.2.5 the Tenant shall not be liable for damage that may be caused by the insured risks unless such insurance shall be wholly or partially vitiated by an act or default of the Tenant or for any work for which the Council may be expressly liable under the covenants on its part hereinafter contained

2.11 In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provision contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereinafter to be passed be directed or required by any district Council local or public authority to be executed at any time during the said term upon or in respect of the Flat whether by the Landlord or the Tenant thereof and to keep the Council indemnified against all claims demands and liability arising therefrom

2.12 To permit the Council and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times during the daytime except in the case of emergency to enter the Flat and take particulars of additional improvements thereto or fixtures and fittings therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Council and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Council (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Council and its agents shall be repaid to the Council by the Tenant on demand

2.13 To permit the Council its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing and/or improving any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structure or other conveniences belonging to or serving or used for the building (without prejudice however

to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Council shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

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

2.15 Not at any time without the licence in writing of the Council first obtained (such licence not to be unreasonably withheld) nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council (such approval not to be unreasonably withheld) and to its reasonable satisfaction to make any alteration or addition howsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

2.16 Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

2.17 To procure the use of the Flat solely and exclusively as a self contained residential Flat

2.18 Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

2.19 Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.20 To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise

2.21 Not without the previous consent in writing of the Council to place or keep or permit to be placed or kept in the Flat any heavy articles in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or cause damage to or be in the opinion of the Council likely to overload or cause damage to the Flat or the Building nor permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit to be installed in the Flat any machinery which shall cause or suffer the Flat to be used in such manner as to subject the same or any other Flat to any strain beyond which it is designed to bear or withstand

2.22 At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any

notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Flat and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall reasonably deem expedient

2.23 For a period of six months immediately preceding the determination of the said term after serving on the Tenant 48 hours notice in writing to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Council upon an appointment being made for that purpose

2.24 To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant

2.24.1 to any part of the building or to the appurtenances or the fixtures and fittings thereof and

2.24.2 to any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof

2.25.1 Not by building or otherwise to stop up or darken any window or light in the Flat nor to stop up or obstruct any access of light enjoyed by any premises the estate or interest whereof in possession or reversion now is or hereafter may be vested in the Council or in any person in trust for it nor permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Flat and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Council and to permit the Council and its agents to enter the Flat for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request of the Council and at the cost of the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment

2.25.2 Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Flat by the consent of such third party nor to pay such third party any sum of money nor to enter into any agreement with such third party for the purpose of binding such third party to abstain from obstructing the light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or building doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Council and to permit the Council to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Flat

2.26 On the expiration or sooner determination of the said term peaceably to yield up unto the Council the Flat in a good and tenantable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the said term may be affixed or fastened to or upon the same all of which at the expiration or sooner determination of the said term shall be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the

Council and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind or quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

2.27.1 During the period of three years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised Flat except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or except where there is a vesting in a person taking under a will or on an intestacy or is a "relevant disposal" which is exempted under Section 160(1) of the Housing Act 1985 **PROVIDED ALWAYS:**

2.27.1.1 If during the said period the Tenant shall be desirous of assigning or underletting the whole of the Flat (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

2.27.1.2 Upon the date of such assignment underletting or sharing of possession as aforesaid the Tenant shall pay to the Council an amount equal to the discount of **THIRTY EIGHT THOUSAND POUNDS (£38,00.00)** afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 but reduced by one third of that discount for each complete year which elapses after the date of grant of these presents and prior to the date of such assignment or underletting as aforesaid

2.27.2 The covenants by the Tenant contained in Clause 2.27.1 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

2.27.3 The Tenant shall not during the said period of three years mortgage charge or pledge the Flat or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

2.27.4 Any liability that may arise under the covenant in Clause 2.27.1 above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding sub-section 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

2.28 Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

2.29 In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one

calendar month after the date of such instrument or (in the case of a Probate of a Will or Letters of Administration) after the date of the grant of the Probate or Letters of Administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than Thirty Five pounds (£35.00) for each such registration

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

3 The Council hereby covenants with the Tenant as follows:

3.1 The Tenant paying the rents and the Service Charge herein reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

3.2 Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repoint and paint as applicable and at the Council's absolute discretion to improve

3.2.1 the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

3.2.2 the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

3.2.3 the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

3.2.4 the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

3.2.5 the boundary walls and fences of and in the curtilage of the Building and not being part of the Flat **PROVIDED** that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

3.3 So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council

3.4 **Provided** only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4.3. hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media

therein so as to maintain a reasonable and normal temperature

3.5.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all monies received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

3.5.2 for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the tenant may require

3.5.3 As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same

AND IT IS HEREBY AGREED that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of The Tenant

3.5.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of other Flats in the Building)

3.6 That every lease for a term of not less than one year of other Flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.7 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the Purchaser or tenants of other Flats in the Building **PROVIDED THAT** the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.8 To redecorate externally the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4 IT IS HEREBY AGREED AND DECLARED that:

4.1 If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable

(whether the same shall have been formally demanded or not) or if the Tenant shall not perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases thenceforth it shall be lawful for the Council or any person or persons duly authorised by the Council in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants by the Tenant herein contained

4.2 Notwithstanding anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

4.3 Notwithstanding anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

4.3.2 any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

4.4 Subject to Clause 3.7 nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

4.5 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for rent by the Council or its agent as a defence in any action for forfeiture or otherwise **PROVIDED** however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

4.6 Nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local planning highway or bye-law authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and

regulations may be as fully and effectively exercised in relation to the Flat as if it were not the owner of the Flat and as if this Lease had not been executed by the Council and no consent issued pursuant to the provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council

4.7 In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the Building not hereby demised or between the Tenant and any owner of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee tenant or occupier of any part of the Building) shall be final and binding

4.8 For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Director of Legal Services Town Hall Brixton Hill London SW2 1RW

5 The Council hereby applies to the Registrar to enter on the Register

5.1 notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2.27.1

5.2 a restriction to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of three years from the date of this Lease is to be registered without the consent of the Council of the London Borough of Lambeth"

6 **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds (£60,000)

7 **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has affixed its Common Seal and the Tenant has signed this instrument as a Deed the day and year first before written

FIRST SCHEDULE

ALL THAT FLAT shown hatched red on the Floor Plan annexed hereto **TOGETHER** with the Garden Area shown cross hatched green on the Floor Plan (and for the purposes of identification only shown coloured red on the attached Location Plan) and numbered 2 on the GROUND & FIRST floors of the Building known as 1 - 38 (cons) **PONTON HOUSE** which for the purposes of identification only is shown edged blue on the said location plan such Flat and Building being located on the Council's Estate known as **PALACE ROAD ESTATE'**

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES

INCLUDED IN THIS DEMISE

1 Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise

2 Full right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day

or right to go pass and repass on foot only over the common pathways on the Estate and by motor vehicle over the common roadways on the Estate

3 The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof

4 The right of support and protection for the benefit of the Flat as is now enjoyed from the other Flats and all other parts of the Building

5 The right to enter into and upon any other Flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

THIRD SCHEDULE

THERE ARE EXCEPTED AND RESERVED

OUT OF THIS DEMISE

1 Unto the Council and the Tenants of other Flats in the Building the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 and 5 of the Second Schedule hereto and the right for the Council to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto

2 The right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever **TOGETHER WITH** the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

3 The right of support and protection for the benefit of the other Flats and all other parts of the Building as is now enjoyed from the Flat demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

FOURTH SCHEDULE

THE COUNCIL'S EXPENSES AND OUTGOINGS

AND OTHER HEADS OF EXPENDITURE IN RESPECT

OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART

BY WAY OF SERVICE CHARGES

PART 1

AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in

particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

- 1 **The** expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof
- 2 **The** cost of periodically inspecting maintaining overhauling improving repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)
- 3 **The** cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building
- 4 **The** cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3.5 hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees
- 5 **Where** a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers
- 6 **The** cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of the Building not otherwise specifically referred to in this schedule in good repair and condition
- 7 **All** charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building
- 8 **The** reasonable costs incurred by the Council in the management of the Building including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge
- 9 **The** cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid
- 10 **The** cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

Part 2

AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals

reinstatements improvements rebuilding cleansing and decorations to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

- 1 **The** reasonable costs incurred by the Council in the management of the Estate including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total Service Charge
- 2 **The** cost and expense of making repairing maintaining improving rebuilding lighting and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the Building in common with other premises on the Estate
- 3 **The** upkeep of the gardens forecourts unadopted roadways and pathways within the curtilage of the Estate
- 4 **The** cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the estate and used or capable of being used by the Tenant in common as aforesaid
- 5 **All** charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Estate (other than income)
- 6 **The** cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon belonging against the insurable risks described in Clause 3.5 hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including loss of rent and architects' and surveyors' fees

FIFTH SCHEDULE

TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

- 1 **The** amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned
- 2 **A** copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant
- 3 **The** certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify other than in the case of manifest error
- 4 **The** annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:
 - 4.1 **by** dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all the Flats (excluding caretaker's

accommodation if any) in the Building and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called the Building Element")

4.2 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 2 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all dwellings on the estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called "the Estate Element") and

4.3 by adding the Building Element to the Estate Element

5 The Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

6 As soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payments as the case may require

7 It is hereby agreed and declared that the Council shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the tenant in respect of non-payment of any such interim payment as aforesaid

notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to this prospective Service Charge ultimately payable by the Tenant

8 Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

8.1 That in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

8.2 That the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

SIXTH SCHEDULE
RESTRICTIONS AND REGULATIONS IMPOSED IN
RESPECT OF THE FLAT

1 The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2 The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any

garden forecourt roadway or pathway on the Estate

3 The Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notices affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter for collateral arrangement between the parties shall not be enjoyed as of right other than that conferred by any such arrangement

4 The Tenant shall ensure that any domestic pet is kept under proper control

5 Not to permit or suffer the number of persons occupying the Flat to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985

6 All further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants in the Building shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

SIGNED AS A DEED by the said
EDNA OSEI
in the presence of:

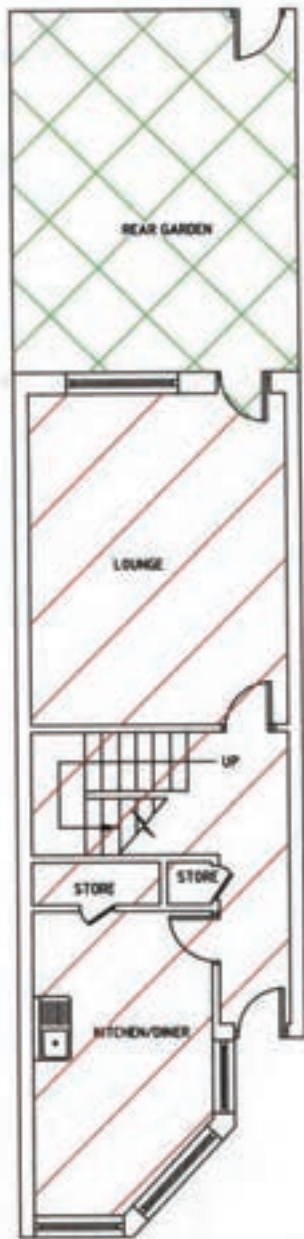
)
)
) x E.O. Osei

x WITNESS (NAME)

Amanda Watson *[Signature]*

x Add

3 Brook Court, 2 Green
Pond Rd, London E17 6EB
boec Social Worker.



GROUND FLOOR LEVEL



x E.O
lis.

FIRST FLOOR LEVEL



CLIENT
 LONDON BOROUGH
 OF LAMBETH

ADDRESS
 2 PONTON HOUSE
 PALACE ROAD EST
 SW2 3EQ

SCALE 1/100

DATE 03/07/01

REF. NO. 26321

DRAWN BY A. MARWAY



Nelson Bakewell
 PROPERTY CONSULTANTS

ONCOR
 Workwide Real Estate Services

Ordnance Survey Plan



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**RIGHT TO BUY LEASE
LONDON BOROUGH OF LAMBETH**

PRESCRIBED LEASE CLAUSES

LR1. Date of Lease 30 November 2015

LR2. Title number(s)

LR2.1 Landlord's title number(s) SGL149194

LR2.2 Other title numbers (None)

LR3. Parties to this Lease

Landlord THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH of
Town Hall Brixton Hill London SW2 1RW

Tenant CLAUDINE ADEYEMI of 11 Chalner House 140 Coburg Crescent London SW2 3HX

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

11 Chalner House 140 Coburg Crescent London SW2 3HX as more particularly described in the First Schedule

LR5. Prescribed statements etc.

LR5.2 This Lease is made under, or by reference to, provisions of:
Housing Act 1985

LR6. Term for which the Property is Leased

The term is as follows: **125 Years** from the date hereof

LR7. Premium

NINETY FIVE THOUSAND pounds (£95,000.00)

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another Lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None

LR9.3 Landlord's contractual rights to acquire this Lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

See Schedule 2

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

See Schedule 3

LR12 Estate rentcharge burdening the Property

None

LR13. application for standard form of restriction

The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property:

No transfer or lease of the registered estate dated before *30 November 2025* by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration unless accompanied by

(a) a certificate given by The Mayor and Burgesses of the London Borough of Lambeth that the transfer or lease complies with the requirements of section 156A of the Housing Act 1985 or that the transfer or lease is an exempted disposal or is not a relevant disposal or

(b) a certificate given by a person who confirms that he is the person in whom the reversionary interest is now vested (if that person is not the original disposing authority), and that the transfer or lease complies with the requirements of section 156A of the Housing Act 1985 or is either an exempted disposal or is not a relevant disposal

LR14. Declaration of Trust where there is more than one person comprising the Tenant

EITHER

- 2.4 **"these Presents"** means this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms thereof
- 2.5 **"the Flat"** means the property described in the First Schedule hereto and each and every part thereof together with the appurtenances thereto belonging and together also with any structure and each and every part thereof now or hereafter erected or in the course of erection thereon or on any part thereof together with all alterations additions and improvements thereto which may be carried out during the term and shall also include but without prejudice to the generality hereof the following:
- 2.5.1 **the glass in the windows of the Flat**
- 2.5.2 **the ceilings** (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat
- 2.5.3 **non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)**
- 2.5.4 **the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat**
- 2.5.5 **the entrance door or doors of the Flat (including both external and internal surfaces)**
- 2.5.6 **any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part**
- 2.5.7 **all conduits pipes and cables which are laid in any part of the building of which the Flat forms part and serve exclusively the Flat**
- 2.5.8 **all fixtures and fittings in or about the Flat (other than Tenant's fittings)**
- BUT SHALL NOT INCLUDE**
- 2.5.9 **all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof**
- 2.5.10 **all walls bounding the Flat**
- 2.5.11 **any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat**
- 2.5.12 **external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)**
- 2.6 **"the Building"** means the property referred to as the Building in the First Schedule hereto
- 2.7 **"the Estate"** means the property described in the First schedule hereto and its extent may from time to time be determined or extended by the Council's Director of Housing Services for the time being whose decision shall be final and binding save in the event of manifest error
- 2.8 **the expression "the expenses and outgoings incurred by the Council"** shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the Flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances
- 2.9 **The expression "the Council's financial year"** shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from the time

to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

- 3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number **SGL149194** and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

WITNESSETH as follows:

- 1 In pursuance of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 and in consideration of the Premium referred to in clause LR7 paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for the term referred to in clause LR6 (determinable nevertheless as hereinbefore provided) paying therefore during the term hereby granted the yearly rent of £10.00 to be paid annually on the 1st of April and the further and additional rent hereafter mentioned to be paid by equal monthly payments in advance on the First day of each month the first payment to be made on the execution hereof and to be for the period from the date hereof to the

31 day of March next

- 2 The Tenant hereby covenants with the Council as follows:
- 2.1 To pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever
- 2.2 To pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto
- 2.3 If any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers
- 2.4 To bear and discharge all existing and future rates taxes duties charges assessments impositions and out goings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and out goings being assessed charged or imposed in respect of the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat
- 2.5 From time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the local or other competent authority

- 2.6 To observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention
- 2.7.1 To pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court
- 2.7.2 To pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term hereby granted and in connection with every application for consent whether the same shall be granted or refused or withdrawn
- 2.8 Once in every fifth year of the said term and in the last quarter of the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner such internal parts of the Flat as are usually painted in a proper and workmanlike manner
- 2.9 At all times during the term to repair and maintain cleanse and keep the Flat and all the Landlords fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

AND IT IS HEREBY DECLARED AND AGREED

- 2.10.1 **There** is included in this covenant as repairable by the Tenant
 - 2.10.1.1 **the** glass in the windows of the Flat
 - 2.10.1.2 **the** ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat
 - 2.10.1.3 **non-structural** walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat
 - 2.10.1.4 **the** interior plastered coverings and plaster work tiling and other surface of floors ceilings and walls of the Flat
 - 2.10.1.5 **the** entrance door or doors of the Flat (including both external and internal surfaces)
 - 2.10.1.6 **any** water tank serving solely the Flat that may be installed in or on the roof spaces of the Building of which the Flat forms part
 - 2.10.1.7 **all** conduits pipes and cables which are laid in any part of the Building of which the Flat forms part and serve exclusively the Flat
 - 2.10.1.8 **all** fixtures and fittings in or about the Flat (other than Tenants fittings)
- 2.10.2 **There** is excluded from this covenant as repairable by the Tenant
 - 2.10.2.1 **all** structural parts of the Flat including the roof space foundations main timbers and joists and concrete floors and the window frames thereof
 - 2.10.2.2 **all** walls bounding the Flat
 - 2.10.2.3 **any** conduits within the building of which the Flat forms part and which do not exclusively serve the Flat
 - 2.10.2.4 **external** parts of the Flat other than windows and the glass therein and the entrance door(s) of the Flat)
 - 2.10.2.5 **the** Tenant shall not be liable for damage that may be caused by the insured risks unless such insurance shall be wholly or partially vitiated by an act or default of the Tenant or for any work for which the Council may be expressly liable under the covenants on its part hereinafter contained

2.11 In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provision contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereinafter to be passed be directed or required by any district Council local or public authority to be executed at any time during the said term upon or in respect of the Flat whether by the Landlord or the Tenant thereof and to keep the Council indemnified against all claims demands and liability arising therefrom

2.12 To permit the Council and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times during the daytime except in the case of emergency to enter the Flat and take particulars of additional improvements thereto or fixtures and fittings therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Council and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Council (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Council and its agents shall be repaid to the Council by the Tenant on demand

2.13 To permit the Council its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing and/or improving any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structure or other conveniences belonging to or serving or used for the building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes **PROVIDED** that the Council shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

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

2.15 Not at any time without the licence in writing of the Council first obtained (such licence not to be unreasonably withheld) nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council (such approval not to be unreasonably withheld) and to its reasonable satisfaction to make any alteration or addition howsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural

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

2.16 Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

2.17 To procure the use of the Flat solely and exclusively as a self contained residential Flat

2.18 Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

2.19 Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.20 To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise

2.21 Not without the previous consent in writing of the Council to place or keep or permit to be placed or kept in the Flat any heavy articles in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or cause damage to or be in the opinion of the Council likely to overload or cause damage to the Flat or the Building nor permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit to be installed in the Flat any machinery which shall cause or suffer the Flat to be used in such manner as to subject the same or any other Flat to any strain beyond which it is designed to bear or withstand

2.22 At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Flat and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall reasonably deem expedient

2.23 For a period of six months immediately preceding the determination of the said term after serving on the Tenant 48 hours notice in writing to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Council upon an appointment being made for that purpose

2.24 To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant

2.24.1 to any part of the building or to the appurtenances or the fixtures and fittings thereof and

2.24.2 to any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof

2.25.1 Not by building or otherwise to stop up or darken any window or light in the Flat nor to stop up or obstruct any access of light enjoyed by any premises the estate or interest whereof in possession or reversion now is or hereafter may be vested in the Council or in any person in trust for it nor permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Flat and in case any such easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Council and to permit the Council and its agents to enter the Flat for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request of the Council and at the cost of

the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment

2.25.2 Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Flat by the consent of such third party nor to pay such third party any sum of money nor to enter into any agreement with such third party for the purpose of binding such third party to abstain from obstructing the light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or building doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Council and to permit the Council to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Flat

2.26 On the expiration or sooner determination of the said term peaceably to yield up unto the Council the Flat in a good and tenable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the said term may be affixed or fastened to or upon the same all of which at the expiration or sooner determination of the said term shall be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Council and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind or quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

2.27 During the period of five years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised Flat except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or except where there is a vesting in a person taking under a will or on an intestacy or is a "relevant disposal" which is exempted under Section 160(1) of the Housing Act 1985 **PROVIDED ALWAYS:**

2.27.1 If during the said period the Tenant shall be desirous of assigning or underletting the whole of the Flat (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

2.27.1.2 If within a period of five years from the date hereof the Tenant or his successors in title assigns or otherwise disposes of his interest hereunder as defined by section 159 of the Housing Act 1985 and the discount being expressed as a percentage of the original valuation of the property he shall on demand by the Council repay to the Council such sum as the Council may demand in accordance with section 155A of the Housing Act 1985 (or any statutory amendment or modification thereof) but reduced by one-fifth of that discount for each complete year which has elapsed since the date of this Lease. For the purposes of calculating the amount repayable to the Council it is hereby agreed that the amount of discount given by the Council to the Tenant on the purchase price was **NINETY FIVE THOUSAND pounds (£95,000.00)**

2.27.2 The covenants by the Tenant contained in Clause 2.27.1 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

2.27.3 The Tenant shall not during the said period of five years mortgage charge or pledge the Flat or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of

the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

2.27.4 Any liability that may arise under the covenant in Clause 2.27.1 above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding sub-section 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

2.28 Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

2.29 In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a Probate of a Will or Letters of Administration) after the date of the grant of the Probate or Letters of Administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than Thirty Five pounds (£35.00) for each such registration

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

2.31 That within a period of ten years from the date hereof there is a disposal of the flat the Tenant will first offer to sell the flat to the Council or a local social landlord to be determined by the Secretary of State prior to any disposal taking place

2.32 To request to the Chief Land Registrar to enter a Restriction on the Register to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of ten years from the date of this Lease is to be registered without the consent of the London Borough of Lambeth"

3 The Council hereby covenants with the Tenant as follows:

3.1 The Tenant paying the rents and the Service Charge herein reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

3.2 Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repoint and paint as applicable and at the Council's absolute discretion to improve

3.2.1 the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as

bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

3.2.2 the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

3.2.3 the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

3.2.4 the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

3.2.5 the boundary walls and fences of and in the curtilage of the Building and not being part of the Flat **PROVIDED** that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

3.3 So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council

3.4 **Provided** only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4.3. hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature

3.5.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all monies received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

3.5.2 for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the tenant may require

3.5.3 As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same

AND IT IS HEREBY AGREED that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of The Tenant

3.5.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of other Flats in the Building)

3.6 That every lease for a term of not less than one year of other Flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.7 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the Purchaser or tenants of other Flats in the Building **PROVIDED THAT** the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.8 To redecorate externally the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4 IT IS HEREBY AGREED AND DECLARED that:

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

4.2 Notwithstanding anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

4.3 Notwithstanding anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

4.3.2 any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

4.4 Subject to Clause 3.7 nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

4.5 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for rent by the Council or its agent as a defence in any action for forfeiture or otherwise **PROVIDED** however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

4.6 Nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local planning highway or bye-law authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Flat as if it were not the owner of the Flat and as if this Lease had not been executed by the Council and no consent issued pursuant to the provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council

4.7 In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the Building not hereby demised or between the Tenant and any owner of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee tenant or occupier of any part of the Building) shall be final and binding

4.8 For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Director of Legal Services Town Hall Brixton Hill London SW2 1RW

5 The Council hereby applies to the Registrar to enter on the Register

5.1 notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2.27.1

5.2 a restriction as it appears at box LR13 in the prescribed clauses

6 **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds One Hundred and Twenty Five Thousand Pounds (£125,000)

7 **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease to which this Lease gives effect **IN WITNESS** whereof the Council has affixed its Common Seal and the Tenant has signed this instrument as a Deed the day and year first before written

FIRST SCHEDULE

ALL THAT FLAT shown hatched red on the Floor Plan annexed hereto (and for the purposes of identification only shown coloured Red on the attached Location Plan) and numbered **11 Chalner House** on the **First** floor of the Building known as **1-16 Chalner House 140 Coburg Crescent London SW2 3HX** which for the purposes of identification only is shown edged blue on the said Location Plan such Flat and Building being located on the Council's Estate known as **Palace Road Estate**

SECOND SCHEDULE
EASEMENTS RIGHTS AND PRIVILEGES
INCLUDED IN THIS DEMISE

- 1** Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise
- 2** Full right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day or night to go pass and repass on foot only over the common pathways on the Estate and by motor vehicle over the common roadways on the Estate
- 3** The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof
- 4** The right of support and protection for the benefit of the Flat as is now enjoyed from the other Flats and all other parts of the Building
- 5** The right to enter into and upon any other Flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

THIRD SCHEDULE
THERE ARE EXCEPTED AND RESERVED
OUT OF THIS DEMISE

- 1** Unto the Council and the Tenants of other Flats in the Building the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 and 5 of the Second Schedule hereto and the right for the Council to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto
- 2** The right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever **TOGETHER WITH** the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user
- 3** The right of support and protection for the benefit of the other Flats and all other parts of the Building as is now enjoyed from the Flat demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

FOURTH SCHEDULE
THE COUNCIL'S EXPENSES AND OUTGOINGS
AND OTHER HEADS OF EXPENDITURE IN RESPECT
OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART
BY WAY OF SERVICE CHARGES

PART 1

AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 The expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof

2 The cost of periodically inspecting maintaining overhauling improving repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)

3 The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building

4 The cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3.5 hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees

5 Where a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers

6 The cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of the Building not otherwise specifically referred to in this schedule in good repair and condition

7 All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building

8 The reasonable costs incurred by the Council in the management of the Building including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge

9 The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid

10 The cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

Part 2

AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decorations to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

- 1 **The** reasonable costs incurred by the Council in the management of the Estate including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total Service Charge
- 2 **The** cost and expense of making repairing maintaining improving rebuilding lighting and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the Building in common with other premises on the Estate
- 3 **The** upkeep of the gardens forecourts unadopted roadways and pathways within the curtilage of the Estate
- 4 **The** cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the estate and used or capable of being used by the Tenant in common as aforesaid
- 5 **All** charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Estate (other than income)
- 6 **The** cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon belonging against the insurable risks described in Clause 3.5 hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including loss of rent and architects' and surveyors' fees

FIFTH SCHEDULE

TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

- 1 **The** amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned
- 2 **A** copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant
- 3 **The** certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify other than in the case of manifest error
- 4 **The** annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:
 - 4.1 **by** dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all the Flats (excluding caretaker's accommodation if any) in the Building and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called the Building Element")

4.2 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 2 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all dwellings on the estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called "the Estate Element") and

4.3 by adding the Building Element to the Estate Element

5 The Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

6 As soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payments as the case may require

7 It is hereby agreed and declared that the Council shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to this prospective Service Charge ultimately payable by the Tenant

8 Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

8.1 That in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

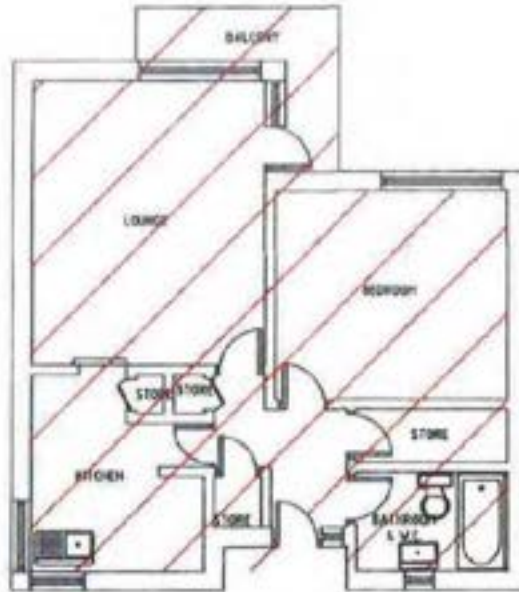
8.2 That the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

SIXTH SCHEDULE
RESTRICTIONS AND REGULATIONS IMPOSED IN
RESPECT OF THE FLAT

1 The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2 The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway on the Estate

3 The Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notices affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter for collateral arrangement between the parties shall not be enjoyed as of right other than that conferred by any such arrangement



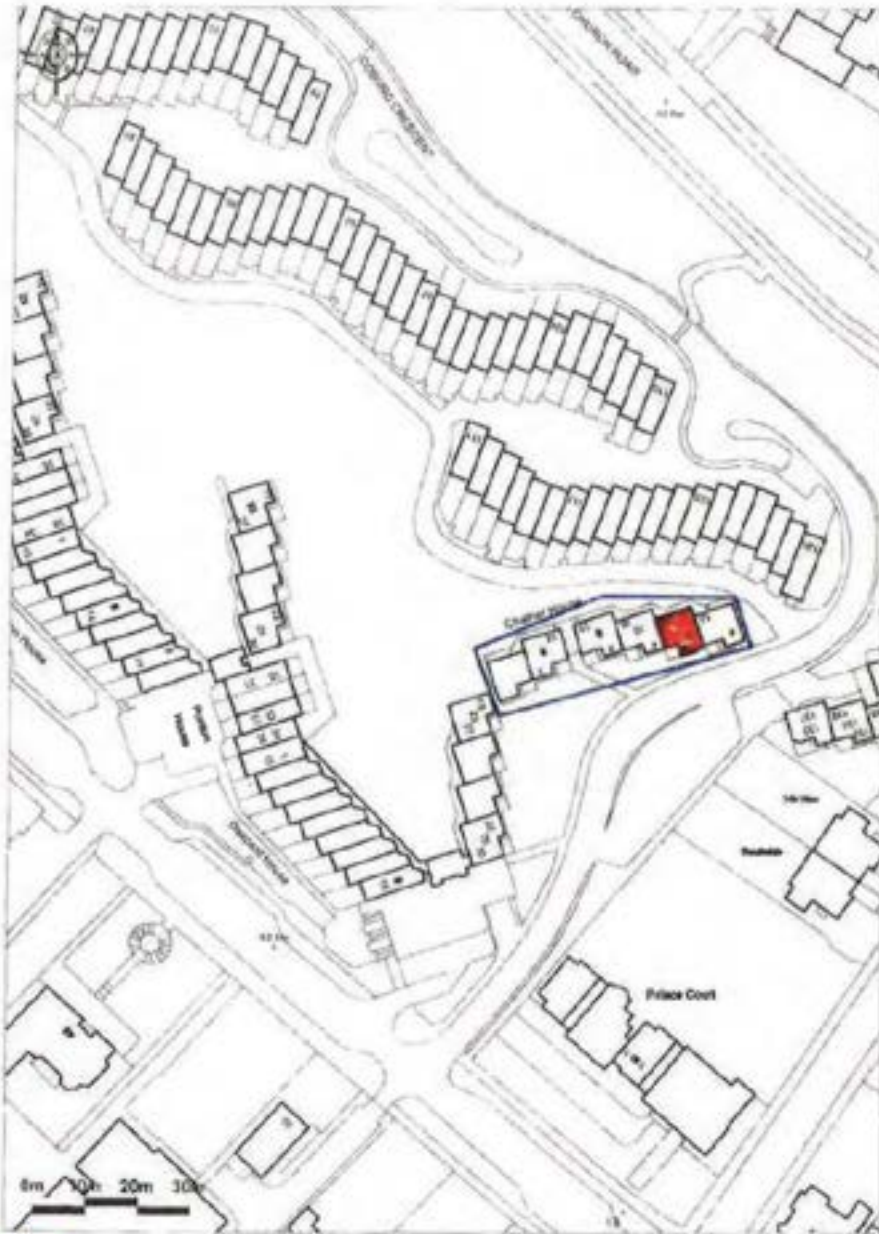
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FIRST FLOOR



CLIENT LONDON BOROUGH OF LAMBETH	ADDRESS 11 CHALNER HOUSE PALACE ROAD ESTATE SW2 3HX	FLOOR AREA	SQ.M	Lambert Smith Hampton	
		SCALE	1/100		
DATE	01/07/2014	REF. NO.	39314		DRAWN BY

11 CHALNER HOUSE
PALACE ROAD ESTATE
LONDON SW2 3HX




Handwritten note: 11 Chalner



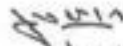
© Crown Copyright 2011. All rights reserved. Licence number 10002420
Geography in 2014. Printed Scale: 1:1250

- 4 **The** Tenant shall ensure that any domestic pet is kept under proper control
- 5 **Not** to permit or suffer the number of persons occupying the Flat to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985
- 6 **All** further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants in the Building shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

SIGNED AS A DEED by the said
CLAUDINE ADEYEMI
 in the presence of:

) 
)
)

Witness Signature:
 Witness Name:
 Witness Address:


JONATHAN WARREN
 4 MARLING STREET, RADLETT, WD7 3NH

SIGNED AS A DEED by the said
 (>>>)
 in the presence of:

)
)
)

Witness Signature:
 Witness Name:
 Witness Address:

SIGNED AS A DEED by the said
 (>>>)
 in the presence of:

)
)
)

Witness Signature:
 Witness Name:
 Witness Address:

EXECUTED AS A DEED BY)
 AFFIXING THE COMMON)
 SEAL OF MAYOR AND)
 BURGESSES OF THE)
 LONDON BOROUGH OF)
 LAMBETH in the presence of:)

Authorised Officer

TGL172911/00

YA Steels

2206

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



295

LONDON BOROUGH OF LAMBETH
TITLE NUMBER SGL149194
PROPERTY 1 DESPARD HOUSE, 43 PALACE ROAD SW2

The Freehold land shown edged red on the filed plan of the above Title

THIS DEED OF LEASE is made the 28th day of FEBRUARY 2000
BETWEEN THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH
 of Town Hall Brbton Hill London SW2 1RW (hereinafter called "the Council") of the one
 part and **CAROL ROACH** of 1 DESPARD HOUSE 43 PLACE ROAD LONDON SW2 3EW
 (hereinafter called "The Tenant") of the other part

WHEREAS

- 1. IN these presents unless there be something in the subject or context inconsistent therewith:
 - 1.1. words importing the masculine gender only shall include the feminine gender and vice versa
 - 1.2. words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants contained in these presents which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
 - 1.3. words importing person include corporations and vice versa
 - 1.4. any reference to an Act of Parliament shall include any modification extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity there from
 - 1.5. where the Tenant is more than one person the Tenant shall hold the Flat UPON TRUST to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and monies applicable as capital and net rents and profits thereof until sale UPON TRUST for themselves as joint tenants and it is declared that the survivor of such persons can give a valid receipt for capital money arising on a disposition of the Flat in this sub-clause the expression "the Tenant" shall mean only the persons executing the Counterpart of this Lease

1.6. the obligations of the Tenant shall be joint and several

2. THE following expressions shall have the meanings hereinafter mentioned

ADRIAN SAM (LL.B. Hons)
 Solicitor
 QUEENS HOUSE
 LEICESTER SQUARE
 LONDON WC2H 7EP

I certify this to be a true copy of
 the original consisting of 21 pages with Plan
 17/5/2000
 Adrian Sam

is to say):

2.1 "the Council" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

2.2 "the Tenant" includes two or more joint tenants and shall include its successor or successors in title and in the case of an individual shall include his personal representatives unless the context contains a contrary indication

2.3 "the Term" means the term of years hereby granted together with any continuation thereof (whether under an Act of Parliament or by the Tenant holding over or for any other reason)

2.4 "these Presents" means this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms thereof

2.5 "the Flat" means the property described in the First Schedule hereto and each and every part thereof together with the appurtenances thereto belonging and together also with any structure and each and every part thereof now or hereafter erected or in the course of erection thereon or on any part thereof together with all alterations additions and improvements thereto which may be carried out during the term and shall also include but without prejudice to the generality hereof the following:

2.5.1 the glass in the windows of the Flat

2.5.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.5.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)

2.5.4 the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat

2.5.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.5.6 any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part

2.5.7 all conduits pipes and cables which are laid in any part of the building of which the Flat

forms part and serve exclusively the Flat

2.5.8 all fixtures and fittings in or about the Flat (other than Tenant's fittings)

BUT SHALL NOT INCLUDE

2.5.9 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2.5.10 all walls bounding the Flat

2.5.11 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.5.12 external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)

2.6 "the Building" means the property referred to as the Building in the First Schedule hereto

2.7 "the Estate" means the property described in the First schedule hereto and its extent may from time to time be determined or extended by the Council's Director of Housing Services for the time being whose decision shall be final and binding save in the event of manifest error

2.8 the expression "the expenses and outgoings incurred by the Council" shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances

2.9 The expression "the Council's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from the time to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number **SGL149194** and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

WITNESSES as follows:

1 In pursuance of the Housing Act 1985 as amended by the Housing and Planning Act 1986 and in consideration of the sum of **THIRTY SIX THOUSAND ONE HUNDRED AND EIGHTY pounds (£36,180.00)** paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the

Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for a term of 125 years commencing on the 4 JULY 1983 (determinable nevertheless as hereinbefore provided), paying therefore during the term hereby granted the yearly rent of £10.00 to be paid annually on the 1st of April and the further and additional rent hereafter mentioned to be paid by equal monthly payments in advance on the First day of each month the first payment to be made on the execution hereof and to be for the period from the date hereof to the 31st day of May next

2 The Tenant hereby covenants with the Council as follows:

2.1 To pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever

2.2 To pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto **PROVIDED THAT** the Tenant shall not be required to contribute to the repair of any structural defect in the Building unless

2.2.1 the Tenant was prior to the granting of this Lease notified in writing of its existing or

2.2.2 the Council or any of its officers or employees became aware of the said defect after a period of more than 10 years from the date hereof

2.3 If any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.4 To bear and discharge all existing and future rates taxes duties charges assessments impositions and out goings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and out goings being assessed charged or imposed in respect of the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat

2.5 From to time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the

local or other competent authority

2.6 To observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention

2.7.1 To pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

2.7.2 To pay all expenses including Solicitors' costs and Surveyors' fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the term hereby granted and in connection with every application for consent whether the same shall be granted or refused or withdrawn

2.8 Once in every fifth year of the said term and in the last quarter of the last year of the said term (howsoever determined) to paint in a proper and workmanlike manner such internal parts of the Flat as are usually painted in a proper and workmanlike manner

2.9 At all times during the term to repair and maintain cleanse and keep the flat and all the Landlords fixtures and all additions thereto in good and substantial repair and condition including the renewal and replacement forthwith of all worn and damaged parts

AND IT IS HEREBY DECLARED AND AGREED

2.9.1 There is included in this covenant as repairable by the Tenant

2.9.1.1 the glass in the windows of the Flat

2.9.1.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.9.1.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat

2.9.1.4 the interior plastered coverings and plaster work tiling and other surface of floors ceilings and walls of the Flat

2.9.1.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.9.1.6 any water tank serving solely the Flat that may be installed in or on the roof spaces of the Building of which the flat forms part

2.9.1.7 all conduits pipes and cables which are laid in any part of the Building of which the Flat forms part and serve exclusively the Flat

2.9.1.8 all fixtures and fittings in or about the Flat (other than Tenants fittings)

2.9.2 There is excluded from this covenant as repairable by the Tenant

2.9.2.1 all structural parts of the Flat including the roof space foundations main timbers

and joists and concrete floors and the window frames thereof

2.9.2.2 all walls bounding the Flat

2.9.2.3 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.9.2.4 external parts of the Flat other than windows and the glass therein and the entrance door(s) of the Flat

2.9.2.5 the Tenant shall not be liable for damage that may be caused by the insured risks unless such insurance shall be wholly or partially vitiated by an act or default of the Tenant or for any work for which the Council may be expressly liable under the covenants on its part hereinafter contained

2.10 In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provision contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereinafter to be passed be directed or required by any district Council local or public authority to be executed at any time during the said term upon or in respect of the Flat whether by the Landlord or the Tenant thereof and to keep the Council indemnified against all claims demands and liability arising therefrom

2.11 To permit the Council and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times during the daytime except in the case of emergency to enter the Flat and take particulars of additional improvements thereto or fixtures and fittings therein and to view and examine the state and condition of the Flat or any part thereof and the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Council and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant **PROVIDED ALWAYS** that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Council (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Council and its agents shall be repaid to the

Council by the Tenant on demand

2.12 To permit the Council its duly authorised surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing and/or improving any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structure or other conveniences belonging to or serving or used for the building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes PROVIDED that the Council shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to

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

2.14 Not at any time without the licence in writing of the Council first obtained (such licence not to be unreasonably withheld) nor except in accordance with plans and specifications previously submitted to the Council and approved by the Council (such approval not to be unreasonably withheld) and to its reasonable satisfaction to make any alteration or addition howsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil

2.15 Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction

2.16 To procure the use of the Flat solely and exclusively as a self contained residential Flat

2.17 Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description

2.18 Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Council or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof

2.19 To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise

2.20 Not without the previous consent in writing of the Council to place or keep or permit to be placed or kept in the Flat any heavy articles in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or cause damage to or be in the opinion of the Council likely to overload or cause damage to the Flat or the Building nor permit or suffer the same to be used in any manner which will cause undue strain or interfere therewith and not to install or permit to be installed in the Flat any machinery which shall cause or suffer the flat to be used in such manner as to subject the same or any other flat to any strain beyond which it is designed to bear or withstand

2.21 At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Council indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Council on receipt of notice thereof any notice order or proposal therefor made given or issued to the Tenant by a planning authority under or by virtue of the said Act affecting or relating to the Flat and at the request and cost of the Council to make or join with the Council in making every such objection or representation against the same that the Council shall reasonably deem expedient

2.22 For a period of six months immediately preceding the determination of the said term after serving on the Tenant 48 hours notice in writing to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Council upon an appointment being made for that purpose

2.23 To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant

2.23.1 to any part of the building or to the appurtenances or the fixtures and fittings thereof and

2.23.2 to any other occupier or tenant of the said building and their licensees and in each case to keep the Council indemnified from all claims expenses and demands in respect thereof

2.24.1 Not by building or otherwise to stop up or darken any window or light in the Flat nor to stop up or obstruct any access of light enjoyed by any premises the estate or interest whereof in possession or reversion now is or hereafter may be vested in the Council or in any person in trust for it nor permit any new wayleave easement right privilege or encroachment to be made or acquired into against or upon the Flat and in case any such

easement right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Council and to permit the Council and its agents to enter the Flat for the purpose of ascertaining the nature of any such easement right privilege or encroachment and at the request of the Council and at the cost of the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement right privilege or encroachment.

2.24.2 Not to give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Flat by the consent of such third party nor to pay such third party any sum of money nor to enter into any agreement with such third party for the purpose of binding such third party to abstain from obstructing the light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or building doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Council and to permit the Council to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Flat

2.25 On the expiration or sooner determination of the said term peaceably to yield up unto the Council the flat in a good and tenable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the said term may be affixed or fastened to or upon the same all of which at the expiration or sooner determination of the said term shall be left complete with all parts and appurtenances thereof and in proper working order and condition **PROVIDED ALWAYS** that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings **PROVIDED** further that the Tenant may from time to time (but only with the previous written consent of the Council and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind or quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

2.26.1 During the period of three years from the date hereof not to assign or underlet for a term of more than twenty-one years otherwise than at a rack rent (except by way of mortgage) the whole of the demised flat except in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or except where there is a vesting in a person taking under a will or on an intestacy or is a "relevant disposal" which is exempted under

Section 160(1) of the Housing act 1985 **PROVIDED ALWAYS:**

2.26.1.1 If during the said period the Tenant shall be desirous of assigning or underletting the whole of the Flat (subject to the aforesaid exceptions) the Tenant shall serve a written notice upon the Council of such his intention not less than four weeks prior to the date of such assignment or underletting as aforesaid

2.26.1.2 Upon the date of such assignment underletting or sharing of possession during the period of three years as aforesaid the Tenant shall pay to the Council an amount equal to the discount of

THIRTY THOUSAND EIGHT HUNDRED AND TWENTY pounds (£30,820.00) afforded to the Tenant upon the grant of these presents pursuant to the exercise of his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 but reduced by one third of that discount for each complete year which elapses after the date of grant of these presents and prior to the date of such assignment or underletting as aforesaid

then but in such cases only the Tenant shall subject to the prior written consent of the Council which shall not be unreasonably withheld be permitted to assign or underlet the flat

2.26.2 The covenants by the Tenant contained in Clause 2.26.1 above shall only apply on the first disposal by way of such assignment or underletting as aforesaid

2.26.3 The Tenant shall not during the said period of three years mortgage charge or pledge the flat or create or attempt to create any encumbrance estate right or interest having or purporting to have priority over the right of the Council hereinbefore mentioned save in respect of any legal charge securing any amount left outstanding by the Tenant in exercising his right to buy under the provisions of the Housing Act 1985 as amended by the Housing and Planning Act 1986 or advanced to him by the bodies specified in Section 156(4) of the Housing Act 1985

2.26.4 Any liability that may arise under the covenant in Clause 2.26.1 above shall be a charge on the Flat taking effect as if it had been created by deed expressed to be by way of legal mortgage and shall notwithstanding sub-section 5 of Section 59 of the Land Registration Act 1925 be a land charge for the purpose of that section and sub section (2) of that Section shall apply accordingly with respect to its protection and realisation

2.27 Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sub-lessee or under lessee with the Council to observe and perform the covenants and conditions of this Lease

2.28 In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the said term or

any charge on the Flat or affecting or occasioning a devolution or transmission of the same respectively by operation of law to, leave such instrument-(or in the case of a transfer or charge or discharge of a charge of registered land a verified copy' thereof) within one calendar month after the date of such instrument or (in the case of a Probate of a Will or Letters of Administration) after the date of the grant of the Probate or Letters of Administration as the case may be to leave a true certified copy thereof at the offices of the Chief Solicitor for the time being of the Council and to the intent that the same may be registered and to pay to them a reasonable charge being not less than Thirty Five pounds for each such registration

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

3 The Council hereby covenants with the Tenant as follows:

3.1 The Tenant paying the rents and the Service Charge herein reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

3.2 Subject to the payment by the Tenant of the rents and the Service Charge and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to maintain repair redecorate renew amend clean repoint and paint as applicable and at the Council's absolute discretion to improve

3.2.1 the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior faces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames and timbers (including the timbers joists and beams of the floors and ceilings thereof) chimney stacks gutters and rainwater and soil pipes thereof

3.2.2 the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building

3.2.3 the boilers and heating and hot water apparatus (if any) in the Building or elsewhere save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building

3.2.4 the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and

3.2.5 the boundary walls and fences of and in the curtilage of the Building and not being

part of the Flat **PROVIDED** that the Council shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Council has had notice thereof

3.3 So far as practicable to keep lighted the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and forecourts roadways pathways (if any) used in common with the Building or adjoining or adjacent thereto being the property of the Council

3.4 **Provided** only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and subject to the provisions of Clause 4.3. hereof at all times during the said term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the building and also from the 15th day of October to the 15th day of May inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature

3.5.1 That the Council will at all times during the said term (unless such insurance shall be vitiated by any act neglect default or omission of the Tenant) insure and keep insured the Building of which the Flat forms part against loss or damage by fire and full comprehensive risks including subsidence and other proper risks as the Council shall deem desirable or expedient (but not the contents of the Flat) in an insurance office of repute in the full reinstatement value thereof and in case of destruction or damage by any of the insured risks (unless the insurance monies become or shall have become irrecoverable through any act or default of the Tenant) will with all reasonable speed cause all monies received in respect of such insurance (other than in respect of fees) to be forthwith paid out in reinstating the same

3.5.2 for the purposes of these presents the expression "the full reinstatement value" shall mean the costs which would be likely to be incurred (including fees) in reinstating the Flat in accordance with the requirements of these presents at the time when such reinstatement is likely to take place and shall be determined in the first instance by the Council but shall be in such greater amount as the tenant may require

3.5.3 As often as the Flat or the Building or any part thereof shall be destroyed or damaged as aforesaid to rebuild and reinstate the same

AND IT IS HEREBY AGREED that any monies received in respect of such insurance shall be applied in so rebuilding or reinstating in accordance with the then existing bye-laws regulations and planning or development schemes of any competent authority then effecting the same and if the monies received under such policy or policies of insurance shall be insufficient for the full and proper rebuilding and reinstating to make up any deficiency out of its own monies but without prejudice to the Tenant's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance monies being wholly or partially irrecoverable by reason of any act or default of The Tenant

3.5.4 To effect insurance against the liability of the Council to third parties and against such other risks and in such amount as the Council shall think fit (but not against the liability of individual Tenants as occupiers of other flats in the Building)

3.6 That every lease for a term of not less than one year of other flats in the Building which the Council shall demise shall grant and except and reserve such rights and contain such covenants by the Council as are herein described and also shall contain covenants by the Tenant in the terms of the covenants contained in Clause 2 hereof

3.7 That (if so reasonably required by the Tenant or any mortgagee of the Tenant) the Council will enforce the covenants similar to those contained in Clause 2 hereof entered into or to be entered into by the Purchaser or tenants of other flats in the Building PROVIDED THAT the Council shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Council in its reasonably exercised discretion may require shall have been given by the Tenant or mortgagee requesting such enforcement

3.8 To redecorate externally the Flat and Building of which it forms part in accordance with the Council's cyclical external repainting programme in a good and workmanlike manner with good quality materials to the reasonable satisfaction of the Tenant

4 IT IS HEREBY AGREED AND DECLARED that:

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

4.2 Notwithstanding anything herein contained the Council shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building or in any part thereof arising from the negligence of the Council or that of any servant or agent of the Council or otherwise than the obligations involved in the common duty of care

4.3 Notwithstanding anything herein contained the Council shall not be liable to the Tenant nor shall the Tenant have any claim against the Council in respect of

4.3.1 any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Council's control

or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or any act omission or negligence of any caretaker attendant or other servant of the Council in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

4.3.2 any termination of any of the services hereinbefore mentioned if the Council in its reasonably exercised discretion shall decide that such services are no longer reasonably required on the Estate or that they are no longer economically viable

4.4 Subject to Clause 3.7 nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Council or to limit or affect the right of the Council in respect of any other premises belonging to the Council to deal with the same now or at any time hereafter in any manner which may be thought fit

4.5 No demand for or acceptance of rent by the Council or its agent with knowledge of a breach of any of the covenants on the part of the Tenant contained in these presents shall be or be deemed to be a waiver wholly or partially of any such breach but any such breach shall be deemed to be a continuing breach of covenant and the Tenant shall not be entitled to set up any such demand for or acceptance of rent by the Council or its agent as a defence in any action for rent by the Council or its agent as a defence in any action for forfeiture or otherwise PROVIDED however that this provision shall have effect in relation only to a demand for or acceptance of rent during such period as may be reasonable for enabling the parties hereto to carry on negotiations for remedying the said breach once the Council or its agent has received knowledge thereof

4.6 Nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as a local planning highway or bye-law authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectively exercised in relation to the Flat as if it were not the owner of the flat and as if this Lease had not been executed by the Council and no consent issued pursuant to the provisions of this Lease shall constitute a consent for the purposes of any statutory powers vested in the Council

4.7 In case of dispute between the Tenant and any Lessee tenant or occupier of any part of the Building not hereby demised or between the Tenant and any owner of any adjoining or neighbouring property relating to any part of the Building such dispute shall be referred to the Council's Director of Housing Services for the time being and the decision of the Borough Valuer (as between the Tenant and any other Lessee tenant or Occupier of any part of the Building) shall be final and binding

4.8 For the purpose of service of all notices hereby or by statute authorised to be

served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 shall be deemed to be incorporated herein. All Notices to be served upon the Council shall be sent by Recorded Delivery post and addressed to the Director of Legal Services Town Hall Brixton Hill London SW2 1RW

5 The Council hereby applies to the Registrar to enter on the Register

5.1 notice of the Exceptions and Reservations contained in the Third Schedule and the covenants contained in Clause 2.26.1

5.2 a restriction to the following effect "that except under an Order of the Registrar no disposition by the proprietor by an assignment or underlease made within a period of three years from the date of this Lease is to be registered without the consent of the Council of the London Borough of Lambeth"

6 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds (£60,000)

7 IT IS HEREBY CERTIFIED that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has affixed its Common Seal and the Tenant has signed this instrument as a Deed the day and year first before written

FIRST SCHEDULE

ALL THAT FLAT shown hatched red on the Floor Plan annexed hereto TOGETHER with the Garden Area cross hatched green with the Floor Plan annexed hereto (and for the purposes of identification only shown coloured pink on the attached Location Plan) and numbered 1 on the GROUND AND FIRST floor of the Building known as 1-30 (CONS) DESPARD HOUSE which for the purposes of identification only is shown edged blue on the said location plan such Flat and Building being located on the Council's Estate known as PALACE ROAD ESTATE'

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THIS DEMISE

1 Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or night to go pass and repass on foot only over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the gardens forecourts roadways pathways (if any) in the curtilage thereof provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise

2 Full right and liberty for the Tenant and all persons authorised by him as aforesaid at all times by day or night to go pass and repass on foot only over the common pathways on the Estate and by motor vehicle over the common roadways on the Estate

3 The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or any part thereof

4 The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building

5 The right to enter into and upon any other flat in the Building or any other part of the Building to carry out the covenants for repair on the part of the Tenant herein contained or for the purposes of inspection of the Flat the Tenant making as little disturbance as possible and making good all damage caused thereto

THIRD SCHEDULE

THERE ARE EXCEPTED AND RESERVED

OUT OF THIS DEMISE

1 Unto the Council the easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 3 of the Second Schedule hereto and the right to enter into the Flat for the purpose of inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future sewers drains channels watercourses cables pipes and wires making as little disturbance or damage as possible and making good all damage caused thereto

2 The right at any time hereafter to rebuild alter or change the use of any of the adjoining or neighbouring buildings (but not the Building of which the Flat forms part) in any manner whatsoever TOGETHER WITH the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or user

3 The right of support and protection for the benefit of the other flats and all other parts of the Building as is now enjoyed from the Flat demised by this Lease and the right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building

FOURTH SCHEDULE

THE COUNCIL'S EXPENSES AND OUTGOINGS AND OTHER HEADS OF EXPENDITURE IN RESPECT

**OF WHICH THE TENANT IS TO PAY A PROPORTIONATE PART
BY WAY OF SERVICE CHARGES
PART 1**

AS TO THE BUILDING IN WHICH THE FLAT IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 The expenses of maintaining repairing lighting redecorating improving and renewing amending cleaning repointing painting the Building and parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clauses 3.2, 3.3 and 3.4 hereof

2 The cost of periodically inspecting maintaining overhauling improving repairing renewing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any)

3 The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building the electric current for operating the passenger lifts (if any) and the electric current used for the communal lighting within the Building

4 The cost of insuring and keeping insured throughout the term hereby created the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insured risks described in Clause 3.5 hereof and the cost of making good structural defects falling within Paragraph 18 of Schedule 6 of the Housing Act 1985 and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including three years' loss of rent and architects' and surveyors' fees

5 Where a caretaking service is provided at the date hereof the cost of employing maintaining and providing accommodation in the Building or on the Estate or in any neighbouring property of the Council for a caretaker or caretakers

6 The cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building and of keeping the other parts of the Building not otherwise specifically referred to in this schedule in good repair and condition

7 All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Building

8 The reasonable costs incurred by the Council in the management of the Building

including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total service charge

9 The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric systems or similar apparatus (if any) installed or to be installed in or on the said Building and used or capable of being used by the Tenant in common as aforesaid

10 The cost of taking all steps deemed desirable or expedient by the Council for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder

Part 2

AS TO THE ESTATE UPON WHICH THE BUILDING IS SITUATED All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Council (whether in respect of current or future years) in or about the provision of any Service or the carrying out of any maintenance repairs renewals reinstatements improvements rebuilding cleansing and decorations to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:

1 The reasonable costs incurred by the Council in the management of the Estate including all fees and costs incurred in respect of the annual certificate of account and of accounts kept and audits made for the purpose thereof such management costs being not less than 10% of the total Service Charge

2 The cost and expense of making repairing maintaining improving rebuilding lighting and cleansing all ways roads pavements sewers drains pipes watercourses party walls party structures party fences walls or other conveniences which may belong to or be used for the Building in common with other premises on the Estate

3 The upkeep of the gardens forecourts unadopted roadways and pathways within the curtilage of the Estate

4 The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the estate and used or capable of being used by the Tenant in common as aforesaid

5 All charges assessments and other outgoings (if any) payable by the Council in respect of all parts of the Estate (other than income)

6 The cost of insuring and keeping insured throughout the term hereby created those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon belonging against the insurable risks described

in Clause 3.5 hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Council shall determine including loss of rent and architects' and surveyors' fees

FIFTH SCHEDULE

TERMS AND PROVISIONS RELATING TO SERVICE CHARGE

1 The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Council's Director of Finance or other duly authorised officer annually and as soon after the end of the Council's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned

2 A copy of the certificate for each such financial year shall be supplied by the Council to the Tenant on written request and without charge to the Tenant

3 The certificate shall contain a summary of the Council's expenses and outgoings incurred by the Council during the Council's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify other than in the case of manifest error

4 The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:

4.1 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 1 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all the flats (excluding caretaker's accommodation if any) in the Building and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called the Building Element")

4.2 by dividing the aggregate of the said expenses and outgoings incurred by the Council in respect of the matters set out in Part 2 of the Fourth Schedule hereto in the year to which the certificate relates by the aggregate of the rateable value in force on 31st March 1990 of all dwellings on the estate and then multiplying the resultant amount by the rateable value (in force at the same date) of the Flat (hereinafter called "the Estate Element") and

4.3 by adding the Building Element to the Estate Element

5 The Tenant shall if required by the Council with every payment of rent reserved hereunder pay to the Council such sum in advance on account of the Service Charge as the Council shall specify at its reasonably exercised discretion to be a fair and reasonable interim payment

6 As soon as it is practicable after the signature of the certificate the Council shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in

respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Council the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Council to the Tenant any amount which may have been overpaid by the Tenant by way of interim payments as the case may require

7 It is hereby agreed and declared that the Council shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the certificate but nothing in this clause or these presents contained shall disable the Council from maintaining an action against the tenant in respect of non-payment of any such interim payment as aforesaid

notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Council that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to this prospective Service Charge ultimately payable by the Tenant

8 Provided always and notwithstanding anything herein contained it is agreed and declared as follows:

8.1 That in regard to the commencement of the term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the said term to such ensuing 31st March

8.2 That the provisions of paragraph 6 hereof shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination of the said term

SIXTH SCHEDULE
RESTRICTIONS AND REGULATIONS IMPOSED IN
RESPECT OF THE FLAT

1 The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building

2 The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway on the Estate

3 The Tenant shall comply with and be bound by any special regulations made by the Council relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notices affixed therein or handed to the Tenant or his agent. Anything left therein shall be at the Tenant's entire risk any such user by the Tenant shall be a matter for collateral arrangement between the parties shall not be enjoyed as of right other than that conferred by any such arrangement

4 The Tenant shall ensure that any domestic pet is kept under proper control

5 Not to permit or suffer the number of persons occupying the Flat to exceed the permitted number so specified in Section 326(3) of the Housing Act 1985

6 All further or other rules and regulations made at any time and from time to time by the Council in addition to or substitution for the foregoing rules and regulations or any of them which the Council may deem necessary or expedient for the safety care or cleanliness of the Building or any part thereof or for securing the comfort and convenience of all tenants in the Building shall be observed **PROVIDED ALWAYS** that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden

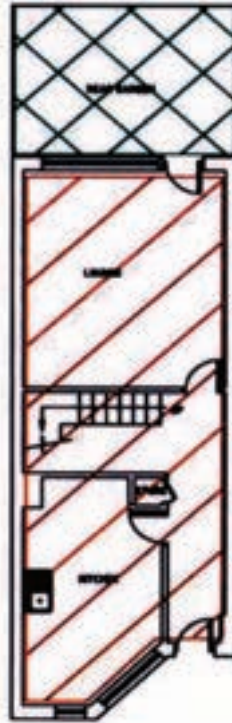
THE COMMON SEAL of the)
MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF)
LAMBETH was affixed in the)
presence of:)





Authorised Officer



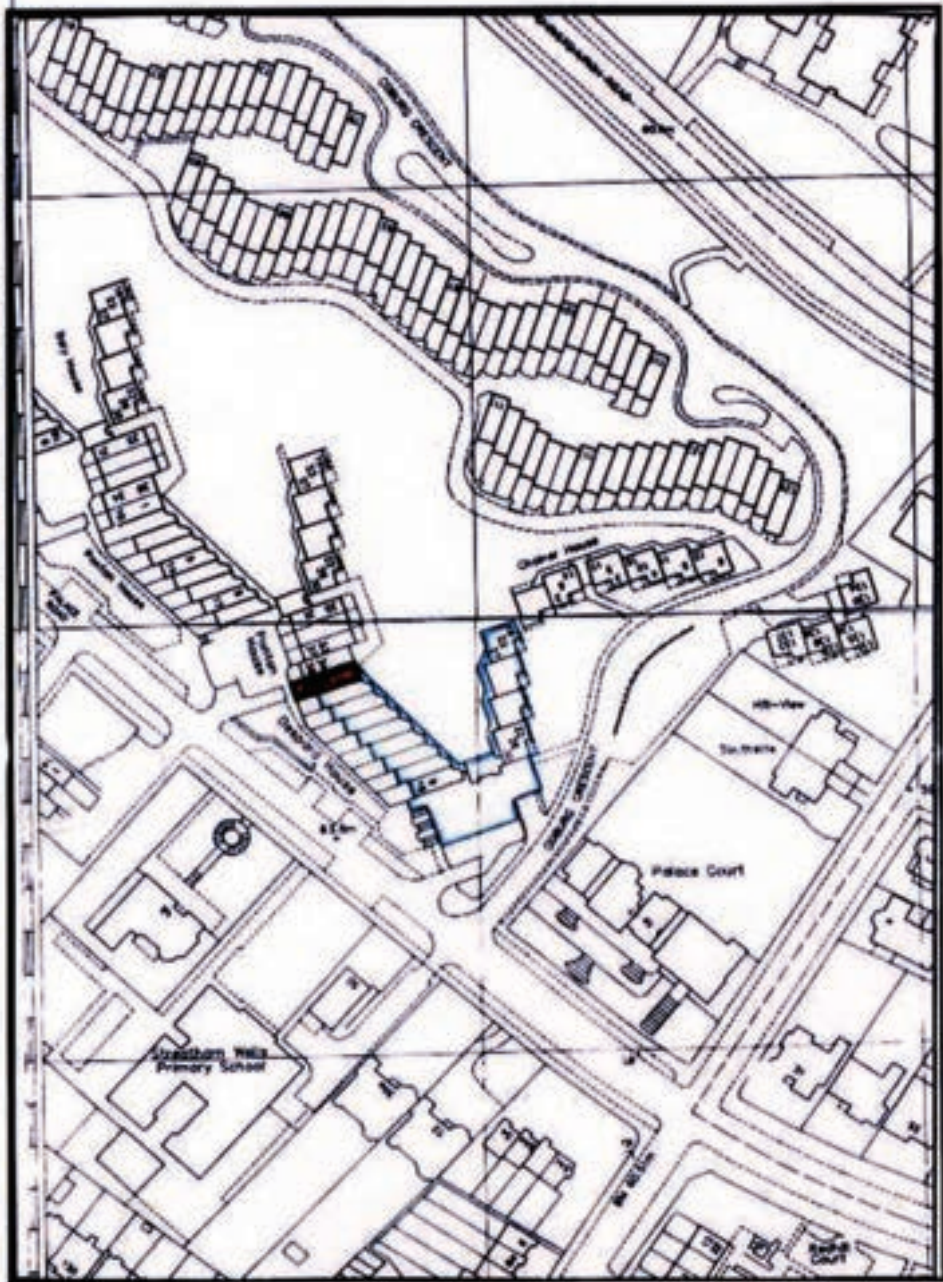
FIRST FLOOR



GROUND FLOOR

CLIENT	LONDON BOROUGH OF LAMBETH
ADDRESS	1 DESPARD HOUSE SW2 3EW
SCALE	1/100
DATE	06/01/00
REF. NO.	23793
DRAWN BY	PAUL MARTIN
	
Nelson Bakewell	
CHARTERED SURVEYORS	







**BLOCK LEASE
LONDON BOROUGH OF LAMBETH**

PRESCRIBED LEASE CLAUSES

Handwritten note: 17 DECEMBER 2014
The original copy of this lease is held by the Law Society

LR1. Date of Lease

17 DECEMBER 2014

LR2. Title number(s)

LR2.1 Landlord's title number(s) SGL149194

LR2.2 Other title numbers [None]

LR3. Parties to this Lease

Landlord THE MAYOR AND BURGESSES of the LONDON BOROUGH OF LAMBETH of Town Hall Brixton Hill London SW2 1RW

Tenant STEPHEN GILES FRANKISS of 30A Greycoat Gardens Greycoat Street London SW1P 2QB

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

Flat No: 130 Coburg Crescent Palace Road Estate London SW2 3HU as more particularly described in the First Schedule

LR5. Prescribed statements etc.

None



LR6. Term for which the Property is Leased

The term is as follows: 125 Years from the date hereof

LR7. Premium

ONE HUNDRED AND ELEVEN THOUSAND POUNDS £111,000.00

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another Lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this Lease

None

LR9.3 Landlord's contractual rights to acquire this Lease

None

LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this Lease for the benefit of the Property

See Schedule 2

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property

See Schedule 3

LR12 Estate rentcharge burdening the Property

None

LR13. application for standard form of restriction

None

LR14. Declaration of Trust where there is more than one person comprising the Tenant

None

THIS LEASE is made on the date specified in clause LR1

BETWEEN

(1) The Mayor and Burgesses of the London Borough of Lambeth (hereinafter called "the Council")

(2) Stephen Giles Frankiss (The Tenant)

WHEREAS

1 IN these presents unless there be something in the subject or context inconsistent therewith:

1.1 words importing the masculine gender only shall include the feminine gender and vice versa

1.2 words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" covenants contained in these presents which are expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally

1.3 words importing person include corporations and vice versa

1.4 any reference to an Act of Parliament shall include any modification extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given there under or deriving validity there from

1.5 where the Tenant is more than one person the Tenant shall hold the Flat **UPON TRUST** to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and monies applicable as capital and net rents and profits thereof until sale **UPON TRUST** for themselves as joint tenants and it is declared that the survivor of such persons can give a valid receipt for capital money arising on a disposition of the Flat

In this sub-clause the expression "the Tenant" shall mean only the persons executing the Counterpart of this Lease

1.6 the obligations of the Tenant shall be joint and several

2 THE following expressions shall have the meanings hereinafter mentioned (that is to say):

2.1 "the Council" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

2.2 "the Tenant" includes two or more joint tenants and shall include its successor or successors in title and in the case of an individual shall include his personal representatives unless the context contains a contrary indication

2.3 "the Term" means the term of years hereby granted together with any continuation thereof (whether under an Act of Parliament or by the Tenant holding over or for any other reason)

2.4 "these Presents" means this Lease and any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms thereof

2.5 "the Flat" means the property described in the First Schedule hereto and each and every part thereof together with the appurtenances thereto belonging and together also with any structure and each and every part thereof now or hereafter erected or in the course of erection thereon or on any part thereof together with all alterations additions and improvements thereto which may be carried out during the term and shall also include but without prejudice to the generality hereof the following:

2.5.1 the glass in the windows of the Flat

2.5.2 the ceilings (but not the joists or beams or concrete floors to which the said ceilings are attached) of the Flat

2.5.3 non-structural walls and partitions and the doors and door-frames fitted within such walls and partitions within the Flat and any garden fence or wall (if any)

2.5.4 the interior plastered coverings and plaster work tiling and other surfaces of floors ceilings and walls of the Flat

2.5.5 the entrance door or doors of the Flat (including both external and internal surfaces)

2.5.6 any water tank serving solely the Flat that may be installed in or on the roof or roof spaces of the Building of which the Flat forms part

2.5.7 all conduits pipes and cables which are laid in any part of the building of which the Flat forms part and serve exclusively the Flat

2.5.8 all fixtures and fittings in or about the Flat (other than Tenant's fittings)

BUT SHALL NOT INCLUDE

2.5.9 all structural parts of the Flat including the roof space foundations main timbers and joists and concrete floor and window frames thereof

2.5.10 all walls bounding the Flat

2.5.11 any conduits within the building of which the Flat forms part and which do not exclusively serve the Flat

2.5.12 external parts of the Flat (other than the glass in the windows and the door or doors of the Flat)

2.6 "the Building" means the property referred to as the Building in the First Schedule hereto

2.7 "the Estate" means the property described in the First schedule hereto and its extent may from time to time be determined or extended by the Council's Director of Housing

Services for the time being whose decision shall be final and binding save in the event of manifest error

2.8 the expression "the expenses and outgoings incurred by the Council" shall be deemed to include not only those expenses outgoings and other expenditure hereinafter described which have been actually disbursed incurred or made by the Council during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinafter described whether or not of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise (always provided that the Council shall not be entitled to recover for such expenses and outgoings prior to the date of the Tenant's application to purchase the Flat under Section 118 of the Housing Act 1985) including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Council may in its discretion allocate to the year in question as being fair and reasonable in the circumstances

2.9 The expression "the Council's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Council may in its discretion from time to time determine as being that in which the accounts of the Council either generally or relating to the building shall be made up

3 The Council is registered at H.M. Land Registry with Absolute Freehold title of the Building under Title Number **SGL149194** and has agreed to grant unto the Tenant a Lease of the Flat at the premium and upon the terms hereinbefore contained

WITNESSETH as follows:

1 In pursuance of the Housing Act 1985 as amended by the Housing Act 2004 and the Housing and Planning Act 1986 and in consideration of the Premium referred to in clause LR7 paid by the Tenant to the Council (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Council hereby demises unto the Tenant **ALL THAT** the Flat more particularly described in the First Schedule hereto **TOGETHER WITH** the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING** unto the Council the easements rights and privileges set out in the Third Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Flat or the Building or any part thereof are now or may at any time during the continuance of the term be subject) unto the Tenant for the term of 125 years commencing on the date hereof (determinable nevertheless as hereinbefore provided) yielding and paying during the first Twenty-five years of the Term the yearly rent of One Hundred Pounds (£100.00) during the second Twenty-five years of the Term the yearly rent of Two Hundred Pounds (£200.00) during the third Twenty-five years of the term the

yearly rent of Four Hundred Pounds (£400.00) during the fourth Twenty-five years of the term the yearly rent of Eight Hundred Pounds (£800.00) and during the remainder of the term the yearly rent of Sixteen Hundred Pounds (£1600.00) by annual payments in advance on the First day of April in payments or a proportionate part therefore calculated from date hereof to the Thirty-first day of March 2012 to be made on the execution hereof.

2 The Tenant hereby covenants with the Council as follows:

2.1 To pay the reserved rent at the times and in the manner aforesaid without any deduction whatsoever

2.2 To pay to the Council at the times and in manner aforesaid without any deduction by way of further and additional rent a rateable and proportionate part of the reasonable expenses and outgoings incurred by the Council in the repair maintenance improvement renewal and insurance of the Building and the provision of services therein and the other heads of expenditure as the same are set out in the Fourth Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out the Fifth Schedule hereto

2.3 If any rent or Service Charge or any other sum or sums of money payable by the Tenant to the Council under these presents shall have become due but remain unpaid for fourteen days to pay on demand to the Council interest thereon at the rate of 4% above the base rate for the time being of the Council's bankers

2.4 To bear and discharge all existing and future rates taxes duties charges assessments impositions and out goings whatsoever (whether parliamentary parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time hereafter during the term be charged levied assessed or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and out goings being assessed charged or imposed in respect of the Building of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat

2.5 From time to time during the said term to pay all costs charges and expenses incurred by the Council in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by the local or other competent authority

2.6 To observe the restrictions and regulations set out in the Sixth Schedule hereto or such other restrictions or regulations as the Council may from time to time make and publish in such a manner as is reasonably necessary for such restrictions or regulations to be brought to the Tenants attention

2.7.1 To pay unto the Council all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Council incidental to the preparation and