

**IN THE FIRST TIER TRIBUNAL PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**BETWEEN**

**(1) LONDON BOROUGH OF LEWISHAM**

**Applicants**

and

**(2) VARIOUS LEASEHOLDERS**

**Respondents**

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**WITNESS STATEMENT OF ALAN O'CONNELL**

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I, **Alan O'Connell**, of the London Borough of Lewisham, Laurence House, Catford, London, SE6 4RU  
**STATE AS FOLLOWS:**

- 1 I am an Energy Officer acting for the London Borough of Lewisham. I make this statement in connection with the claim in support of an application for dispensation of the consultation requirements imposed by section 20 of the Landlord and Tenant Act 1985 (as amended) ("the Act") in respect of Long Term Agreements for energy supply. I am duly authorised to make this statement on behalf of the Applicants.
- 2 The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
- 3 There is now produced and shown to me a paginated bundle of true copy documents marked "AO1 – AO4". All references to documents in this statement are to Exhibited unless otherwise stated.
- 4 The Applicant owns and manages a significant number of properties in the Lewisham area. The properties relevant to this application are those where the cost of energy (heating and lighting) to communal areas is recovered by way of a service charge which is likely to exceed £100. A list of the Respondents is exhibited at Exhibit AO1. Copies of the standard leases to which the application refers are exhibited at Exhibit AO2.
- 5 The Applicants made previous applications to the Leasehold Valuation Tribunal for dispensation from the formal Section 20 Consultation procedure in 2004, 2007, 2010 and

2013 and were granted dispensation by the Tribunal in each instance. A copy of the Tribunal's decision under reference number LON/00AZ/LDC/2013/0100. Copies of the tribunal's previous decisions are attached to the statement at Exhibit AO3.

- 6 The contract entered into under dispensation in 2013 expired on 30 September 2016. A nine month interim contract was sought and the Applicants now wish to enter into a new long term contract for the supply of energy to the communal areas of the various properties for which the residents contribute by payment of a service charge to ensure that they are obtaining best value.
- 7 The previous method of procuring energy, arranging on-line e-auctions and inviting licensed energy suppliers to participate is an inherently high risk strategy. The energy market is the most volatile of all markets; inter alia prices react within minutes of geo-political changes, supply availability, infrastructure problems and market sentiment in addition to the profitability of energy trading. This requires full time monitoring of the market, specialist news feeds, trade industry journals and the ability to combine the preceding with one's full time employment of contract management, monitoring energy use/spend, developing and implementing reduction strategies and keeping abreast of central government/EU legislation with regards to carbon reduction, fielding a myriad of ad-hoc information requests and portfolio additions and deletions.
- 8 The Applicants intend to enter into a 'risk managed flexible purchasing' contract by appointing the Crown Commercial Services ("CCS"), a central government procurement body whose framework has been designed to comply with the findings of the Pan Government Energy Project, recommending that all public sector organisations adopt aggregated, flexible and risk-managed energy procurement. The London Borough of Lewisham have been using this form of procurement for a number of years, with ensuing savings.
- 9 Due to the nature of this method of procurement the Applicants are unable to follow the Section 20 Consultation procedure; the prices we receive at the end of the purchasing window are the prices we pay. As the CCS use the same procurement model as all licensed energy suppliers, the price risk is the same for both parties. The purpose of adopting the aggregated energy procurement model is to benefit all Respondents who will be able to take advantage of the purchasing power and economies of scale. By using the CCS to buy energy from the wholesale energy market, the Applicants are complying with best practice.
- 10 The CCS employ Energy brokers at their own trading desk, purchasing directly from the market using sophisticated strategies (overseen by their Risk Management team) in advance of the participants contract start date. They also seek bids from licensed Energy Suppliers who bid on the 'Cost to Serve' participants in terms of invoicing, dispute resolution, contract management and distribution. The successful Energy Supplier is appointed for four years, also the duration of the CCS contract with participants. This method of procuring energy does not provide complete price transparency on the date that the participant signs to join the Aggregated Purchasing contract; it is only when the purchasing window has closed (prior to the supply start date) that the unit price for electricity can be calculated. This method of procurement has been used by Lewisham Council for many years and has consistently returned lower energy prices than buying a whole year's energy on a single day using the e-

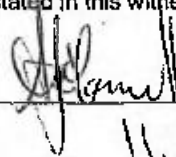
auction model. The Applicants feel this process serves leaseholders interest by obtaining the lowest prices for energy supply, with enhanced terms and conditions negotiated by CCS.

- 11 The nature of the Act means that it is not reasonably practicable for the Applicants to give the required information at notice of the proposal stage of the consultation process and also to have regard to the Respondent's observations, as requirements are purchased (in the Applicant's case) six months prior to contract start. It is therefore not possible to act in the Respondent's best interests as set out in EU Regulations, whilst following the Section 20 Consultation procedure.
- 12 Lewisham Homes, who manage a significant proportion of properties on behalf of the Applicant are in the process of sending a letter to the Respondents regarding the application. This letter advises the Respondents of the proposed dispensation application, the reasons behind it and the effect of the consultation process. A copy of the template letter and a number of example letters are exhibited at AO4.
- 13 The Applicants confirm that they will respond to any observations received and will keep the Applicants up to date with the process of the application for dispensation. The Applicants will upload this information to their website and will supply hard copy documents at the request of a Respondent. In the interests of saving costs and subject to the Tribunal's agreement, the Applicant intends to display the following on their website and will not post hard copies (unless requested):
- A copy of the template letter to the Respondents
  - A copy of the application and supporting documents (save for the list of Respondents which will be omitted for data protection reasons);
  - Any Directions of the Tribunal;
  - The outcome of this application; and
  - The outcome of the procurement exercise.
- 14 I respectfully request that the Tribunal order dispensation to enable the Applicant to act in line with best practice by managing the risk of dealing with the volatile nature of the energy markets.

**Statement of truth**

I believe that the facts stated in this witness statement are true

Name



Date:

11.8.17

On Behalf of: The Applicant  
Name of witness: Alan O'Connell  
First witness statement  
Exhibit: AC1  
Date: Date: 11 August 2017

IN THE FIRST TIER TRIBUNAL PROPERTY  
CHAMBER (RESIDENTIAL PROPERTY)

BETWEEN

(1) LEWISHAM HOMES ON BEHALF OF LONDON  
BOROUGH OF LEWISHAM

Applicants

and

(2) VARIOUS LEASEHOLDERS

Respondents

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EXHIBIT AO1

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This is Exhibit AO1 to the Witness Statement of Alan O'Connell dated 11 August 2017

WITHHELD FOR CONFIDENTIALITY REASONS

On behalf of: The Applicant  
Name of witness: Alan O'Connell  
First witness statement  
Exhibit: AC1  
Date: 11 August 2017

IN THE FIRST TIER TRIBUNAL PROPERTY  
CHAMBER (RESIDENTIAL PROPERTY)

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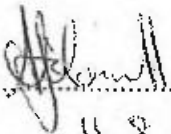
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EXHIBIT AO2

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This is Exhibit AO2 to the Witness Statement of Alan O'Connell dated 11 August 2017

Signed

  
.....

Date

11.8.17  
.....

H M LAND REGISTRY  
LAND REGISTRATION ACTS 2002  
HOUSING ACT 1985  
("B" CASE LEASE III)

LONDON BOROUGH: Lewisham

TITLE NO:

PROPERTY:

PARTICULARS

1. "Lease Date" means:-
2. "Lessee" shall mean:

(who reside at the Demised Premises)

3. "Demised Premises" means the premises more particularly described in the Second Schedule hereto and known as:
  
4. Date of expiry of term:
5. The amount of the consideration:- £
6. "Discount" means:- £
7. "Discount Repayment Date" means five years from the date hereof
8. "Notified Improvements" means:

**THIS LEASE** is made on the date specified in paragraph 1 of the Particulars BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM of Town Hall Catford London SE6 4RU ("the Lessor") of the one part and THE LESSEE of the other part

WHEREAS

Recitals

1. The Lessors hold the Demised Premises in Fee Simple in Possession subject to all or any restrictions covenants and stipulations contained or referred to in the Lessors' Title to the Demised Premises
2. The Lessors have agreed to grant to the Lessee a Lease of the Demised Premises at the premium and upon the terms herein mentioned and contained and on the terms set out in the Housing Act 1985
3. It is intended that every person becoming a Lessee of a Flat/Maisonette for the time being within the Building shall enter into covenants with the Lessors in similar terms to those entered into by the Lessee hereunder to the intent that the lessee of any such Flat/Maisonette may enforce the observance and performance of the said covenants by the Lessee of any other Flat/Maisonette

NOW THIS DEED WITNESSETH as follows:-

1. Definitions

In this Deed save as otherwise provided or unless the context otherwise requires:

- (a) "the Lessors" includes the successors in title of the Lessors or other the person or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- (b) "the Lessee" includes two or more joint lessees their survivor or survivors and the successors in title of the Lessee and all obligations of joint Lessees shall be joint and several
- (c) words importing only the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa
- (d) references to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted
- (e) "the Building" means the buildings its land and curtilage of which the Demised Premises form part
- (f) "the Reserved Property" means the property described in the First Schedule hereto
- (g) "the Flats/Maisonettes" means the flats and/or maisonettes comprising the Building including the Demised Premises

- (h) "the Plan" means the plan or plans annexed hereto
- (l) "the Particulars" means the Particulars set out above

2. **Notices**

Any notice to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left at the Demised Premises addressed to the Lessee or sent by pre-paid post to the Lessee at the Demised Premises and any notice to the Lessors shall be deemed to be sufficiently served if addressed to the Solicitor of the Lessors and delivered to him or sent to him by Recorded Delivery Post at the Town Hall Catford London SE6 4RU or other principal office for the time being of the Lessors and ANY notice sent by post shall be deemed to be served 48 hours following the date of posting

3. **Demise**

In consideration of the sum referred to in Paragraph 5 of the Particulars now paid by the Lessee to the Lessors (the receipt whereof is hereby acknowledged) and of the rent hereinafter reserved and the covenants on the Lessee's part hereinafter contained the Lessors HEREBY DEMISE unto the Lessee ALL THAT the Demised Premises TOGETHER WITH the rights and easements set out in the Third Schedule hereto EXCEPTING AND RESERVING unto the Lessors and all others for the time being entitled to the same the rights and easements set out in the Fourth Schedule hereto TO HOLD the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Building or the Demised Premises or any part thereof are now or may at any time within 80 years from the date hereof be subject) unto the Lessee for the term of years commencing on the date hereof and expiring on the date set out in Paragraph 4 of the Particulars YIELDING AND PAYING therefor by way of rent during the term hereby granted the yearly sum of TEN POUNDS payable in advance by one payment on the 1st day of April in every year (and proportionately for any period less than a year) the first payment being a proportionate part for the period until the 1st day of April next to be paid on the date hereof

4. **Lessee's Covenants**

The Lessee HEREBY COVENANTS with the Lessors throughout the term hereby granted to observe and perform the covenants set out and contained in the Fifth Schedule hereto and to comply with and observe such regulations as the Lessors may make from time to time for the benefit of the tenants lessees and occupiers of the Flats/Maisonettes with regard to the Demised Premises and the Reserved Property and in particular but without prejudice to the foregoing to comply with



regulations set out and referred to in the Seventh Schedule hereto (subject to the proviso in that Seventh Schedule)

**5. Lessee to pay Service Charges and Improvement Contributions**

The Lessee HEREBY COVENANTS with the Lessors:

- (a)(i) Subject to the provisions of Schedule 6 to the Housing Act 1985 (insofar as the same are capable of applying hereto) to pay to the Lessors on demand a fair proportion of the expenses incurred by the Lessors in carrying out their obligations under Clause 6 of this Lease PROVIDED and it is hereby agreed that the Lessee shall not be responsible for expenditure in respect of structural defects of which the Lessors became aware during the "initial period of the Lease" (as defined in paragraph 16B (4) of Schedule 6 to the Housing Act 1985) except in respect of the Notified Defects (if any) specified in paragraph 9 of the Particulars
- (ii) To pay a fair proportion of the expenses of maintaining in good repair (including decorative repair) parts of the Building (if any) let with any other Flats/Maisonette on long lease terms similar to this Lease over which the Lessee is hereby granted rights of passage the lessee of any other Flat/Maisonette so let paying a fair proportion of the expenses of maintaining in good repair (including decorative repair) parts of the Demised Premises (if any) over which rights of passage are reserved for the benefit of the Reserved Property
- (iii) The expenditure and the Lessee's contributions under sub-clauses 5 a (i) and (ii) hereof shall be assessed by reference to a financial year commencing on the 1st day of April and ending on the 31st day of March next following and the Lessor may estimate the Lessee's contribution for any financial year before or during that year and demand payment accordingly and make adjustments upwards or downwards to the Lessee's contribution when the actual expenditure is established by way of further demand or repayment to the Lessee or by debit or credit to the Lessee's contribution for the next following financial year
- (b) Subject to the provisions of Schedule 6 to the Housing Act 1985 (insofar as the same are capable of applying hereto) to pay to the Lessors such sum or sums as described in the Eighth Schedule hereto and assessed in accordance with the terms thereof -together with any Value Added Tax or other tax or duty properly payable or assessed thereon as may be demanded in writing from time to time by the Lessor within 21 days of the service of such demand on the Lessee

**6. Lessor's Covenant**

The Lessors HEREBY COVENANT with the Lessee to observe and perform the covenants set out and contained in the Sixth Schedule hereto

**7. Further Covenant**

The Lessors HEREBY FURTHER COVENANT with the Lessee that:-

- (i) They will require every person to whom they shall hereafter grant a lease of the Flats/Maisonettes or any of them to enter into a lease containing covenants conditions restrictions regulations obligations and agreements substantially similar to those herein contained
- (ii) The Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained may peaceably hold and enjoy the Demised Premises but nevertheless subject to Clause 8 (2) (c) hereof together with the rights hereby granted for the term hereby created without any interruption by the Lessors or any person lawfully claiming under or in trust for them

**8. Declarations**

IT IS HEREBY AGREED AND DECLARED as follows:-

**8.1 The Lessors shall be entitled:**

- (a) To appoint if the Lessors so desire competent and reputable managing agents for the purpose of fulfilling the obligations of the Lessors under Clause 6 hereof and of managing and conducting the management of the Building and to remunerate them for their services
- (b) To employ competent and reputable architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Building or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings

- 8.2**
- (a) That the Lessors shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Building or any part thereof (other than liability arising under the Defective Premises Act 1972) or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any person employed in connection with the Building
  - (b) Any failure on the part of the Lessors to perform or supply the obligations and services herein provided shall not release the Lessee from any of the covenants in this Lease contained

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

9. **Discount on Disposal**

The Lessee hereby covenants with the Lessors that on any disposal as defined in Section 155 of the Housing Act 1985 before the Discount Repayment Date to pay to the Lessors on demand the Discount or a due proportion thereof calculated in accordance with the said Section but if there is more than one disposal then only on the first of them

10. **Discount as a Charge**

The Liability arising under the covenant in Clause 9 hereof shall be a charge on the property in accordance with Section 156 of the Housing Act 1985

11. **Right of First Refusal**

The Lessee hereby covenants with the Lessor that on any disposal as defined by Section 156A of the Housing Act 1985 ( as amended) the Lessee will firstly comply with the provisions of the Housing (Right of First Refusal) (England) Regulations 2005

12. **Land Registry Notice**

The Lessors and the Lessee hereby apply to the Chief Land Registrar to enter on the Register a notice of the exceptions reservations and covenants herein contained and referred to whether in favour of the Lessors or otherwise and the Statutory Charge referred to in Clause 10 and a restriction in respect of the Right of First Refusal referred to in Clause 11 hereof pursuant to section 156 A ( 12) of the Housing Act 1985 ( as amended))

13. **Repossession and Determination**

If and whenever the rent hereby reserved or any part thereof shall remain unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessors or any person or persons authorised by the Lessors in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess the same as in its former estate and thereupon the term hereby created shall cease and determine but without prejudice to any right of action or remedy of the Lessors in

respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

**14. Settlement of Disputes**

If any dispute or difference shall arise between the Lessor and the Lessee under or arising out of this Lease including the operation or construction thereof or the rights duties or liabilities of either party every such dispute or difference shall if the parties so agree in writing (but not otherwise) be determined by an independent person to be appointed by agreement between the parties and in default of agreement as to such appointment by either:

- (i) an independent surveyor to be nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors for the time being
- (ii) a barrister or solicitor of at least five years qualification to be nominated on the application of either party to the President of the Law Society or the President of the Bar Council for the time being

and the determination by the appointed person shall be as an Arbitrator and shall be final and binding upon the parties hereto The provisions of the Arbitration Act 1996 shall apply to any such arbitration reference and the Arbitrator shall have sole and unfettered discretion as to the award of costs in the reference

**15. Certificate of Value/no agreement for lease**

It is hereby certified that:-

- (i) the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the sum of £125,000; and,
- (ii) there is no agreement for lease to which this lease gives effect

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

**THE FIRST SCHEDULE above referred to**

**THE RESERVED PROPERTY**

**Definition of the Reserved Property**

FIRSTLY the areas and parts of the Building not by this Lease demised to the Lessee including:

- (i) all and any forecourts courtyards boundary fences and walls (except those for the repair and maintenance of which the Lessee is by this lease made liable) driveways and pathways garages pram sheds stores waste disposal sheds and chutes and
- (ii) the landings halls staircases steps passages and other parts of the building which are used in common by the Lessee with the lessees tenants or occupiers of the

Flats/Maisonettes but excluding any such areas or parts as may now or hereafter be sold or let together with another Flat/Maisonette on long lease on similar terms to these presents (except for the premium)

**SECONDLY**

- (i) the external main structural parts of the Building including the roofs roof supports foundations walls and parts thereof (but excluding the external walls of the Flats/Maisonettes except those Thirdly referred to hereunder and excluding the interior faces of such external walls as bound the Flats/Maisonettes and the glass in the windows of the Flats/Maisonettes except as aforesaid)
- (ii) the walls dividing the Flats/Maisonettes from any common halls landings staircases steps and passages in the Building
- (iii) all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires cables ducts shafts and conduits not used solely for the purpose of the Demised Premises

and

- (iv) the joists or beams to which are affixed ceilings or floors

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

FOURTHLY the communal gardens (if any) shown uncoloured but hatched black on the Plan

**THE SECOND SCHEDULE above referred to**

**THE DEMISED PREMISES**

**Definition of the Demised Premises**

All that Flat/Maisonette referred to in paragraph 3 of the Particulars shown edged red on the Plan and being situate on the floor or floors of the Building indicated on the Plan including the surface of the floor or floors above the joists beams or floor slabs and the ceiling or ceilings of the Flat/Maisonette up to but excluding the joists beams or floor slabs to which the ceiling is affixed and the walls thereof (including the exterior walls of the Building which abut and form part of the Demised Premises but excluding the walls dividing the Demised Premises from any other Flat/Maisonette or from any common halls landings staircases steps and passages in the Building but including the internal surfaces and skirtings of such walls within the Demised Premises) and including the doors and the door frames and the glass of the windows of the Demised Premises TOGETHER WITH all fixtures and fittings sanitary apparatus cisterns tanks sewers drain-pipes cables wires ducts shafts conduits and heating apparatus (if any) which are in or about any part of the Building and serve exclusively the Demised Premises PROVIDED THAT all and any internal walls and structures which separate the Demised Premises from any other Flat/Maisonette shall be party walls and structures TOGETHER ALSO WITH the garden area forecourts and courtyards (if any) also

shown edged red on the Plan and the boundary fence (s) and/or wall(s) (if any) marked by an inward-facing "T" on the Plan AND PROVIDED FURTHER THAT the Demised Premises shall not include such other parts of the Building forming or intended to form part of the Reserved Property.

**THE THIRD SCHEDULE above referred to**  
**RIGHTS AND EASEMENTS IN FAVOUR OF THE LESSEE**

1. **Rights of Way etc**

The right for the Lessee and all persons authorised by the Lessee (in common with the Lessors the lessees tenants and occupiers of all other Flats/Maisonettes and all other persons having the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises to go pass and repass on foot only over the pathways and common halls landings staircases steps and passages in the Building (if any) shown coloured green on the Plan and with or without vehicles over the driveways or access ways (if any) shown coloured brown on the plan subject to such reasonable regulations for the common enjoyment thereof as the Lessors may from time to time prescribe Together with the right in common with others as aforesaid to use in an emergency the fire escape or escapes (if any) of the Building

2. **Benefit of Services**

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

3. **Benefit of Mutual Covenants**

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

4. **Support**

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

**5. Access**

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

**6. Refuse Aerials and Parking**

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

- 6.1 To use the refuse facilities (if any) serving the Building
- 6.2 To connect any wireless or television apparatus in the Demised Premises with any aerials (if any) for use in common for the time being provided by the Lessors
- 6.3 To park one motor vehicle only in the area (if any) set aside by the Lessor for parking purposes at the Building PROVIDED ALWAYS that such motor car is taxed insured and in regular use AND that no maintenance or other work is carried out to or on the motor car whilst the same is parked at the Building
- 6.4 In common with the lessees tenants and occupiers of the other Flats/Maisonettes and all other persons entitled to the like right to use and enjoy the communal gardens (if any) shown uncoloured hatched black on the Plan SUBJECT TO the Lessee (in common with the said lessees tenants and occupiers of the other Flats/Maisonettes) maintaining the said gardens in good order and condition in accordance with the Lessee's covenant in that respect contained in paragraph 28 of the Fifth Schedule hereto

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

**THE FOURTH SCHEDULE above referred to**

**EXCEPTIONS AND RESERVATIONS IN FAVOUR OF THE LESSORS**

**1. Rights of Way etc.**

The right for the Lessors and all persons authorised by them (including and in common with the Lessee the lessees tenants and occupiers of all other Flats/Maisonettes and all other persons having the like right) at all times and for all purposes in connection with the user of the other Flats/Maisonettes the Building and the Reserved Property to go pass and repass on foot only over the pathways and

common halls landings staircases steps and passages in the Building (if any) shown coloured blue on the Plan and with or without vehicles over the driveways or access ways (if any) also shown coloured blue on the plan (subject insofar as persons authorised by the Lessors are concerned to such reasonable regulations for the common enjoyment thereof as the Lessors may from time to time prescribe) Together with the right in common with others as aforesaid to use in an emergency the fire escape or escapes (if any) of the Building

2. **Services**

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

3. **Support**

The right of support and shelter to the adjoining Flats/Maisonettes and to the Reserved Property as the same is at present enjoyed

4. **Access**

The right for the Lessors their servants agents or contractors and the lessees tenants or occupiers of the adjoining Flats/Maisonettes their servants agents or contractors at all reasonable times with or without operatives and others as often as need or occasion shall require to have access to and enter upon the Demised Premises and remain therein for such reasonable time as is necessary for the purpose of inspection or installation of or executing repairs improvements or other works to any part of the Building or to any cisterns tanks sewers drains gutters pipes wires cables ducts shafts telecommunications apparatus conduits conducting media plant machinery or other things serving any part of the Building or the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat/Maisonette the person exercising such right making good forthwith any physical damage caused by such works of repair such right not to be exercised unless seven days notice in writing has previously been given to the Lessee except in the case of emergency

5. **Rebuilding and Alteration**

The right to rebuild or alter any part of the Reserved Property or to build upon or use any adjoining or neighbouring land of the Lessors in any manner and for any purpose



whatsoever notwithstanding any interference caused thereby to the access of light or air to the Demised Premises

6. **Quasi-Easements**

All other rights and easements and quasi-easements and advantages (if any) over the Demised Premises as are now used or enjoyed for the benefit of the Reserved Property or any adjoining or neighbouring land of the Lessors

7. **Management**

All other rights which the Lessors may reasonably require in connection with the management of the Building or any part thereof

**THE FIFTH SCHEDULE above referred to**  
**THE LESSEE'S COVENANTS**

1. **To Pay Rent**

To pay the yearly rent and payments hereby reserved and made payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction

2. **To Pay Rates etc**

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

3. **Statutory Undertakings**

To pay for all gas and electricity consumed on the Demised Premises all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the Lessors and other relevant authorities

4. **To Repair**

To the satisfaction of the Lessors to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the Demised Premises and all fixtures and fittings therein and all additions thereto and each and every part thereof and whenever necessary to rebuild and reinstate and replace the same SAVE THAT in the case of all exterior walls and all walls dividing the Demised Premises from the common halls staircases passages and landings in the Buildings

the obligations of the Lessee under this Clause shall be limited to keeping the interior plasterwork and decoration of such walls boards and skirtings in such repair and condition including replacement of any damaged or broken window glass as aforesaid

5. **To Paint**

To paint the wood iron and other parts of the interior of the Demised Premises heretofore or usually painted including the interior of the window frames with two coats at least of best quality paint and well and sufficiently paper and plaster those parts of the interior of the Demised Premises as are usually or ought to be so treated and generally to decorate and redecorate throughout in every sixth year of the term hereby granted and in the last year or sooner determination of the term hereby granted

6. **Access**

To permit the Lessors with or without operatives and all other persons authorised by them at reasonable times and upon prior written notice (except in the case of emergency) to enter upon and view and examine the condition of the Demised Premises and take a schedule of all landlord's fixtures and fittings therein and for other reasonable purposes AND in respect of all defects and wants of repair found on any such viewing the Lessors may thereupon serve the Lessee with notice in writing requiring the Lessee to remedy the same

7.(i) **Assignment**

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

7 (ii) Within twenty-one days after every assignment transfer vesting deed assent sub-letting charge mortgage or other devolution of the Demised Premises or on the grant of Probate of the Lessee's will or on the grant of Letters of Administration to his/her Estate to produce the same to the Solicitor to the Council for registration and to pay such reasonable fee as the Solicitor to the Council shall demand PROVIDED such fee shall not be less than SEVENTY FIVE POUNDS (£75.00) in respect of each document so registered

8. **Access to Other Lessees**

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

9. **Prospective Purchaser to View**

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

10. **To Carry Out Sanitary Works etc**

Within the time limit imposed by law or by notice requiring the same to be done or if no such time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public or Statutory authority (including the Lessors in their capacity as the Local Planning or Environmental Health Authority or any other competent Authority) may lawfully require to be carried out on or in connection with the Demised Premises (whether by the Landlord tenant owner or occupier) all such works to be done to the satisfaction of the Lessors or their agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessors or their agents for work done by the Lessors or their agents in preparing and approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder

11.1 **Compliance with Planning Acts**

Not without the prior written consent of the Lessors in their capacity as Freeholders of the Demised Premises to carry out or permit to be carried out (other than work being carried out by the Lessors) upon in or over or under the Demised Premises any development within the meaning of the Town and Country Planning Acts 1990 and any amendments (hereinafter in this Clause called "the Act")

11.2 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provisions of the Act and to keep the Lessors and the Superior Lessor indemnified against all claims demands and liabilities in respect thereof

11.3 Within seven days after the receipt of the same to give to the Lessors full particulars of any Notice or Order or proposal therefor given issued or made to or on the Lessee by the Planning Authority (including the Lessors in their capacity as Local Planning Authority) under the Act and if so required by the Lessors to produce such notice or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessors are not the Local Planning Authority at the request of the Lessors but at the cost of the Lessee to make or join with the Lessors or any other person the Lessors shall direct in making such objection or representation against or in respect of any such notice or proposal as the Lessors shall deem expedient

12. **Fire Precautions**

At all times during the term to comply at the Lessee's own expense with all the requirements of any legislation relating to the prevention or extinction of fires and the provision of means of escape from the Demised Premises in the case of fire AND where the means of escape are through the Reserved Property or any adjoining Flat/Maisonette not to obstruct or interfere with such means of escape

13. **Creation of Easements**

Not to permit any owner or occupier of any adjoining or adjacent Flat/Maisonette to acquire any right of light or airway water drainage or other easement over or through the Demised Premises or the Reserved Property but forthwith to inform the Lessors of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such right or easement and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

14. **Restriction Against Waste etc.**

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

15. **Section 146 Notices**

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

16.1 **Nuisance**

Not to permit or suffer to be done in or on the Demised Premises any act or thing which may be or become a nuisance or inconvenience to the Lessors or any other

- lessee tenant or occupier of any of the Flats/Maisonettes or to the owner or occupier of any adjoining or neighbouring property nor to commit or permit any form of harassment on the grounds of race colour religion sex sexual orientation or disability
- 16.2 Without prejudice to the generality of the foregoing not to obstruct or permit or suffer to be obstructed any pathways driveways access ways hallways landings staircases steps or passageways used in common with the Lessors lessees tenants or occupiers of other Flats/Maisonettes or other authorised persons and to keep the same in a clean and tidy condition
17. **Residential Use**  
Not to use the Demised Premises for any trade or profession or business whatsoever but to keep and use the Demised Premises as private residential premises for occupation by one household only and the garden (if any) as a private garden for use by that household
18. **Immoral Purposes**  
Not to use the Demised Premises or permit or suffer them to be used for any illegal immoral improper unpleasant noisy or noxious purpose
19. **Restriction Against Alterations**  
Not without the Lessor's prior written consent to make or permit to be made any alteration in the construction height elevation or architectural appearance of the Demised Premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the Demised Premises or any part thereof or enclose the portico (if any) thereof or erect any fences walls obstructions poles wires aerials or other erection upon the Demised Premises or in any way alter or add to the Reserved Property
20. **To Pay Fees**  
To pay any proper professional fees incurred by the Lessors in respect of any application for consent or approval of the Lessors as may be required hereunder by the Lessee
- 21 **Prevention of Damage by Water etc**
- 21.1 To keep all water waste and soil pipes drains sinks baths lavatories and cisterns of the Demised Premises free from obstruction and properly cleansed
- 21.2 To take all reasonable and proper action to prevent the freezing or overflow of any of the water pipes or cisterns of the Demised Premises and in the event of such happening (without prejudice to the Lessor's other rights under this lease) immediately to rectify and make good all damage and injury thereby caused
- 22 **Not to Endanger Structure etc**
- 22.1 Not to endanger or permit to be endangered by overloading any floor or other part of the structure of the Demised Premises

22.2 Not to use or permit to be used in or on the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises

22.3 Not to use or permit to be used in or on the Demised Premises any liquid gas or any other bottled gas or paraffin appliances or to store or bring upon the Demised Premises any materials of a dangerous or explosive nature

23. **To Permit Sale Boards**

At all reasonable times during the term and upon reasonable notice in writing to permit the Lessors their agents or officers to fix and maintain sale boards or other notices on any exterior parts of the Building and to enter and inspect the Demised Premises in connection with the fixing and maintenance of any such notices or boards

24. **To Insure Demised Premises**

To keep the Demised Premises insured at all times throughout the term of this Lease in the joint names of the Lessors and the Lessee from loss or damage by fire flood and such other risks and special perils normally insured under a comprehensive insurance policy on property of the same nature as the Demised Premises with a reputable insurance company to be approved by the Lessors in a sum equal to the full insurable value thereof from time to time throughout the said term together with architect's and surveyor's professional fees and to make all necessary payments to the Insurers for the above purposes within seven days after the same shall be respectively be or become due and to produce to the Lessors or their agents on demand the policy or policies of such insurance and the receipt for each such payment and to cause all monies received by virtue of any such insurance (other than monies received in respect of loss) to be forthwith laid out in rebuilding and reinstating the Demised Premises or any part thereof in respect of which monies shall have become payable or have been received to the satisfaction in all respects of the Lessors and to make up any deficiency out of the Lessee's own monies PROVIDED ALWAYS (i) that if the rebuilding or reinstatement of the Demised Premises or any part thereof shall be frustrated all such insurance monies (other than as aforesaid) relating to the Demised Premises or any part in respect of which the frustration occurs shall be apportioned in such proportion as may be agreed by the Lessors and the Lessee and in default of agreement such proportion to be determined as provided for in clause 13 of this Lease (ii) that if the Lessee shall at any time fail to keep the Demised Premises insured as aforesaid the Lessors may do all things necessary to effect and maintain such insurance and any monies expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action as if it were rent

25. **Not to Avoid Insurance**

Not to do or permit or suffer to be done any act or thing whereby the Lessors' policy or policies of insurance in respect of the Reserved Property or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Lessors in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Lessors and be recoverable by the Lessors as rent in arrears

26. **Not to Alter the Heating System etc.**

Not to disconnect alter or damage any of the apparatus installations pipes or ducting relating to the common supply of hot water or heating in the Building (if any) without the prior written consent of the Lessors

27. **Peaceful Surrender**

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

28. **Communal Gardens (if any)**

In common with the Lessees tenants and occupiers of the other Flats/Maisonettes and all other persons entitled to the use and enjoyment of the communal gardens to maintain the said gardens in good order and condition and properly tended manured and cultivated and free from weeds to the satisfaction of the Lessor to the intent that the Lessor shall not be called upon to maintain or contribute to the expense of maintaining the said gardens as aforesaid

**THE SIXTH SCHEDULE above referred to**

**THE LESSORS' COVENANTS**

1. **To Repair**

To keep in repair (and whenever reasonably necessary rebuild or re-instate) the external walls of the Building and the Reserved Property (other than the common area) (if any) shown uncoloured hatched black on the Plan) PROVIDED that nothing herein contained shall prejudice the right of the Lessors to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessors or the Reserved Property by the negligence or other wrongful act of the Lessee or any other such person

2. **To Insure**

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

3. **To Paint Exterior**

Upon the Lessors'usual repainting cycle for the Building to paint and decorate in a good and proper and workmanlike manner the exterior of the Building and all such parts of the Reserved Property as are usually so treated

4. **To Enforce Mutual Covenants**

If so required by the Lessee to enforce the covenants similar to those mentioned in Clause 4 hereof and set out in the Fifth Schedule hereto entered into or to be entered into by the lessees of other Flats/Maisonettes the Lessee indemnifying the Lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessors may reasonably require

**THE SEVENTH SCHEDULE above referred to**  
**REGULATIONS AND STANDARDS OF CONDUCT**

1. **Definition**

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

2. **Application**

The Regulations shall apply to the Lessee 28 days after the text of such Regulations are served on the Lessee by the Lessors

3. **Variation**

The Lessors may vary the Regulations by giving to the Lessee not less than 28 days notice in writing of such variation and the date the variation is to take effect (such date not to be less than 3 months from the date of service of the notice) PROVIDED THAT within the said period of 28 days the Lessee shall be entitled to comment on the proposed variation whereupon the Lessors shall consider any comment made in



conjunction with the comments made by any other secure lessee tenant or occupier of a Flat/Maisonette in the Reserved Property and having regard to all the comments made the Lessors shall be entitled to confirm modify or withdraw the variation

4. PROVIDED THAT the provisions and effect of this Schedule shall cease to have effect and become null and void upon all of the Flats/Maisonettes being let on long leases on terms similar to this Lease (except for the premium) Except that upon any such lease being surrendered to or purchased by the Lessors and thereupon become merged and extinguished in the freehold and the Flat/Maisonette demised thereby therefore again becoming part of the Reserved Property the provisions and effect of this Schedule shall again have full force and effect

**THE EIGHTH SCHEDULE above referred to**  
**THE IMPROVEMENT CONTRIBUTION**

1. **Definitions**

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

2. **Expected Improvement Contribution**

The Lessee shall not be responsible for the payment to the Lessors of any improvement contribution during the "initial period of the lease" (as defined in paragraph 16c (4) of Schedule 6 of the Housing Act 1985) except in respect of the Notified Improvements (if any) specified in paragraph 8 of the Particulars

3. **Method of Assessment**

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

4. **Improvement Contribution Formula**

The Lessee's improvement contribution shall be the summation of the improvement expenditure incurred on each element of the works or service specified below and shall be assessed in accordance with the following formula:  $A \times 1/B$  where A is the improvement expenditure and B is the number of Flats/Maisonettes and other dwellings receiving the benefit of the improvement expenditure

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

)  
)  
)  
)  
)

Head of Law

SIGNED SEALED AND  
DELIVERED as a Deed  
by the said Lessee in the  
presence of:-

)  
)  
)  
)

Name

Address

Occupation

SIGNED SEALED AND  
DELIVERED as a Deed  
by the said Lessee in the  
presence of:-

)  
)  
)  
)

Name

Address

Occupation

DATED \_\_\_\_\_ 2006

THE LONDON BOROUGH OF LEWISHAM

- to -

LEASE OF:

Rent: £10.00 per annum

Head of Law  
Lewisham Legal Services  
Town Hall  
Catford  
London SE6 4RU

**LAND REGISTRATION ACTS 2002  
AND HOUSING ACT 1985  
("E" Case Lease III)**

LONDON BOROUGH :- LEWISHAM

TITLE NO(S):-

PROPERTY:-

**PARTICULARS**

1. "Lease Date" means:- 200
2. "Lessee" shall mean:-

(who reside at the Demised Premises)

3. "Demised Premises" means the premises more particularly described in the Fourth Schedule hereto and known as:-
4. Date of expiry of term:-
5. The amount of the consideration:- £
6. "Discount" means:- an initial discount of £
7. "Discount Repayment Date" means five years from:- [the date hereof]
8. "Notified Improvements" mean:-
9. "Notified Defects" means:-

**THIS LEASE** is made on the date specified in paragraph 1 of the Particulars  
BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM  
of Town Hall Catford London SE6 4RU ("the Lessor") of the one part and the Lessee of the  
other part

WHEREAS

1. THE Lessor holds the Demised Premises in Fee Simple in Possession subject to all or any restrictions covenants and stipulations contained or referred to in the Lessor's Title to the Demised Premises
2. THE Lessor has agreed to grant to the Lessee a Lease of the Demised Premises at the premium and upon the terms herein mentioned and contained and on the terms set out in the Housing Act 1985
3. It is intended that every person becoming a Lessee of a Flat/Maisonette for the time being on the Estate shall enter into covenants with the Lessor in similar terms to those entered into by the Lessee hereunder to the intent that the Lessee of any such Flat/Maisonette may enforce the observance and performance of the said covenants by the Lessee of any other Flat/Maisonette

**NOW THIS DEED WITNESSETH** as follows:-

1. **Definitions**

In this Deed save as otherwise provided or unless the context otherwise requires:

- (a) "the Lessor" includes the successors in title of the Lessor or other the persons or body for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- (b) "the Lessee" includes two or more joint lessees their survivor or survivors and the successors in title of the Lessee and all obligations of joint Lessees shall be joint and several
- (c) words importing only the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and vice versa
- (d) references to any Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act Order Regulation or Direction as from time to time amended extended or re-enacted
- (e) "the Estate" means the Estate described in the First Schedule hereto
- (f) "the Building" means the property described in the Second Schedule hereto
- (g) "the Reserved Property" means the property described in the Third Schedule hereto
- (h) "the Flats/Maisonettes" means the Flat/Maisonettes forming part of the Building
- (i) "the Plan" means the plan or plans annexed hereto
- (j) "the Particulars" means the Particulars set out above

2. **Notices**  
ANY notice to be given under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left at the Demised Premises or sent by pre-paid post to the Demised Premises and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the Solicitor of the Lessor and delivered to him or sent to him by Recorded Delivery post at the Town Hall Catford London SE6 or other principal office for the time being of the Lessor and ANY notice sent by post shall be deemed to be served 48 hours following the time of posting
3. **Demise**  
IN consideration of the sum referred to in Paragraph 5 of the Particulars now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the rent hereinafter reserved and the Lessee's covenants hereinafter contained the Lessor **HEREBY DEMISES** unto the Lessee with full title guarantee **ALL THAT** the Demised Premises referred to in the Fourth Schedule hereto **TOGETHER WITH** the rights and easements set out in the Fifth Schedule hereto **EXCEPT AND RESERVING** unto the Lessor and all others for the time being entitled to the same the rights and easements set out in the Sixth Schedule hereto **TO HOLD** the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Estate the Building or the Demised Premises or any part thereof are now or may at any time within 80 years from the date hereof be subject) unto the Lessee for a term of years commencing on the date hereof and expiring on the date set out in Paragraph 4 of the Particulars **YIELDING AND PAYING** therefore by way of rent during the term hereby granted the yearly sum of **TEN POUNDS** payable in advance by one payment on the 1st day of April in every year the first payment or proportion thereof to be paid on the date hereof
4. **Lessee's Covenants**  
**THE** Lessee **HEREBY COVENANTS** with the Lessor throughout the term hereby granted to observe and perform the covenants set out and contained in the Seventh Schedule hereto and to comply with and observe such regulations or standards of conduct as the Lessor may make from time to time in accordance with the provisions of the Eighth Schedule hereto to the intent that such regulations or standards of conduct shall enure for the benefit of the Lessees or occupiers of the Flats/Maisonettes with regard to the Demised Premises and the Reserved Property
- 5.(1) **Service Charges etc**  
**THE** Lessee **HEREBY COVENANTS** with the Lessor throughout the term hereby granted (but nevertheless subject to the provisions of Schedule 6 to the Housing Act 1985 insofar as the same are capable of applying to the Demised Premises) to pay to the Lessor such sum or sums in respect of the matters described in Parts I and II of the Tenth Schedule hereto and assessed in accordance with the terms thereof together with any Value Added Tax or other tax or duty properly payable or assessed

thereon as maybe demanded in writing from time to time by the Lessor within 21 days of the service of such demand on the Lessee

- 5 (2) NOTWITHSTANDING the provisions of Clause 6 the Lessor shall be entitled to replace modify or withdraw any of the services or matters referred to in paragraph 1.3 1.4 3 and 5.2 of the Ninth Schedule or for the provision of which the Lessee has covenanted to pay under this Clause on all or any of the following grounds namely that such services or matters (in the reasonable opinion of the Lessor) are no longer required or are uneconomic to provide or maintain or are affected by changes in management practices or policies PROVIDED that all such replacements modifications or withdrawals apply to the majority of tenants or occupiers of the Building or Estate

6. **Lessor's Covenant**

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

7. **Further Covenant**

The Lessor hereby FURTHER COVENANTS with the Lessee that:-

- (1) It will require every person to whom it shall hereafter grant a lease of the Flats/Maisonettes or any of them to enter into a lease containing covenants conditions restrictions regulations obligations and agreements substantially similar to those herein contained
- (2) The Lessee duly paying the rent hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained may peaceably hold and enjoy the Demised Premises but nevertheless subject to Clause 8 (2) (c) hereof together with the rights hereby granted for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

8. **Declaration**

IT IS HEREBY AGREED AND DECLARED as follows:-

- (1) The Lessor shall be entitled:
  - (a) To appoint if the Lessor so desires competent and reputable managing agents for the purpose of fulfilling the obligations of the Lessor under Clause 6 hereof and of managing and conducting the management of the Estate and Building and to remunerate them for their services
  - (b) To employ competent and reputable architects surveyors solicitors accountants contractors builders gardeners and any other person





firm or company properly required to be employed in connection with or for the purpose of or in relation to the Estate or the Building or any part thereof and to pay them all proper fees charges salaries wages costs expenses and outgoings

- (2) (a) That the Lessor shall not be liable or responsible for any injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Estate or Building or any part thereof (other than liability arising under the Defective Premises Act 1972) or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any person employed in connection with the Estate or the Building
- (b) Any failure on the part of the Lessor to perform or supply the obligations and services herein provided shall not release the Lessee from any of the covenants contained in this Lease
- (c) That the Lessor shall not be liable or responsible for any damage injury or loss (other than for personal injury) suffered by the Lessee or any other person whomsoever arising from the Lessor performing and observing its covenants and obligations set out in the Ninth Schedule hereto and the obligations on its part herein contained and in particular but without prejudice to the generality of the foregoing its covenant under Clause 7 (2) hereof

9. **Discount**

The Lessee hereby covenants with the Lessor that on any disposal as defined in Section 155 of the Housing Act 1985 before the Discount Repayment Date to pay to the Lessor on demand the Discount or a due proportion thereof calculated in accordance with the said Section but if there is more than one disposal then only on the first of them.

10. **Discount Charge**

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

11. **Right of First Refusal**

The Lessee hereby covenants with the Lessor that on any disposal as defined by Section 156A of the Housing Act 1985 (as amended) the Lessee will firstly comply with the provisions of the Housing (Right of First Refusal) (England) Regulations 2005

12. **Land Registry Notice**

The Lessor hereby applies to the Chief Land Registrar to enter on the Register a notice of the exceptions reservations and covenants herein contained and referred to whether in favour of the Lessor or otherwise and the Statutory Charge referred to in Clause 10 hereof and a restriction in respect of the Right of First Refusal in clause 11 hereof pursuant to section 156A (12) of the Housing Act 1985 ( as amended))

13 **Repossession**

If and whenever the rent hereby reserved or any part thereof shall remain unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the

covenants conditions restrictions regulations obligations and agreements on behalf of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter the Demised Premises or any part thereof in the name of the whole and to repossess the same as in its former estate and thereupon the term hereby created shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

**14. Settlement of Dispute**

If any dispute or difference shall arise between the Lessor and the Lessee under or arising out of this Lease including the operation or construction thereof or the rights duties and liabilities of either party every such dispute or difference if the parties so agree in writing (but not otherwise) be determined by an independent person to be appointed by agreement between the parties and in default of agreement as to such appointment by either:

- (i) an independent surveyor to be nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors for the time being; or,
  - (ii) a barrister or solicitor of at least five years qualification to be nominated on the application of either party to the President of the Law Society or the President of the Bar Council for the time being
- and the determination by the appointed person shall be as an Arbitrator and shall be final and binding upon the parties hereto The provisions of the Arbitration Act 1996 shall apply to any such arbitration reference and the Arbitrator shall have sole and unfettered discretion as to the award of costs in the reference

**15. Certificate of Value/No Agreement for Lease**

It is hereby certified that:

- (i) the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the sum of £120,000; and,
- (ii) there is no agreement for lease to which this lease gives effect

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year first before written

**THE FIRST SCHEDULE above referred to**

**THE ESTATE**

**Definition of the Estate**

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

**THE SECOND SCHEDULE above referred to**

**THE BUILDING**

**Definition of the Building**

All that piece or parcel of land situate upon the Estate and shown edged blue on the Plan TOGETHER WITH the Flats/Maisonettes erected thereon or on some part thereof but excluding all other parts of the Estate

**THE THIRD SCHEDULE above referred to**

**THE RESERVED PROPERTY**

**Definition of the Reserved Property**

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

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

THIRDLY any Flat/Maisonette for the time being not sold or let on long lease on similar terms to those present

FOURTHLY all other parts of the Estate other than the Building

**THE FOURTH SCHEDULE referred to in Clause 3**

**THE DEMISED PREMISES**

**Definition of the Demised Premises**

ALL THAT Flat/Maisonette as referred to in Paragraph 3 of the Particulars and shown edged red on the Plan and being situate on the floor or floors of the Building indicated on the Plan including all exterior walls and the glass of the windows of the Demised Premises and the doors and door frames the surface of the floors above the joists beams or floor slabs and the surface of the floor of the balcony (if any) and the ceiling of the Flat/Maisonette up to but excluding the joists beams or floor slabs to which the ceiling is attached and all walls (save the walls dividing the Demised Premises from any other Flat/Maisonette or from the common halls landings staircases steps and passages in the Building which walls shall be party walls and structures) TOGETHER WITH all fixtures and fittings sanitary apparatus cisterns tanks sewers drains pipes cables wires ducts shafts conduits and heating apparatus (if any) which are in or about any part of the Building and serve exclusively the Demised Premises PROVIDED THAT the Demised Premises shall not include such other parts of the Building forming or intended to form part of the Reserved Property and the premises included or intended to be included in the leases of the adjoining or neighbouring Flats/Maisonettes TOGETHER ALSO WITH the garden ground (if any) enjoyed therewith and also shown edged red on the plan attached hereto

**THE FIFTH SCHEDULE referred to in Clause 3**

**RIGHTS AND EASEMENTS IN FAVOUR OF THE LESSEE**

1. **Rights of Way etc**  
The right (in common with the Lessor and the Lessees and occupiers of all other Flats/Maisonettes and all others having the like right) for the Lessee and for all other authorised persons coming to or leaving the Demised Premises to have access to or egress from the same (including all or any lifts or fire escapes) and including the right in common with the Lessor and all other persons having the like right for the Lessee and all other persons authorised by the Lessee on foot only over the pathways coloured green on the attached plan and with or without vehicles over the roadways (if any) coloured brown on the attached plan subject to such reasonable regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
  
2. **Benefit of Services**  
The right of free passage and running of gas electricity (or other illuminant or source of power) heat air water and soil and other service installations from and to the Demised Premises through all cisterns tanks sewers drains gutters pipes wires cables and ducts and shafts and conduits which are now or may at any time hereafter within 80 years from the date hereof be in or under or upon any part of the Building and the Estate for the service of the Demised Premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same
  
3. **Benefit of Mutual Covenants**

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

4. **Support**

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

5. **Access**

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

6. **Refuse Aerials and Parking**

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

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

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

**THE SIXTH SCHEDULE referred to in Clause 3**

**EXCEPTIONS AND RESERVATIONS IN FAVOUR OF THE LESSOR**

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

the Lessor who may interfere with such access or enjoyment in manner aforesaid without any formal revocation of such consent)

PROVIDED THAT the lessor shall make good all physical damage to the Demised Premises so caused

5. **Quasi-Easements**

All other rights and easements and quasi-easements and advantages over the Demised Premises as are now used or enjoyed and whether or not continuous apparent or reasonably necessary with any other part of the Building or any adjoining land of the Lessor



6. **Management**  
All other rights which the Lessor may reasonably require in connection with the management of the Building or any other part of the Estate
7. **Estate Boundaries**  
The right of the Lessor to agree with any adjoining or adjacent occupier variations in the boundaries of the Estate including the Building (but not of the Demised Premises) and to make variations to any rights of way or access over the Estate including the Building or over any adjoining property except the Demised Premises

**THE SEVENTH SCHEDULE referred to in Clause 4**

**THE LESSEE'S COVENANTS**

1. **To Pay Rent**  
To pay the said yearly rent and payments herein reserved and made payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction
2. **To Pay Rates etc**  
To bear pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the Demised Premises or any part thereof or upon the owner or occupier in respect thereof whether the same shall be in the nature of those now in being or not and in the event of any such rates taxes duties charges assessments impositions or outgoings being assessed charged or imposed on the Lessors in respect of the Building or the Estate to repay to the Lessor on demand the due proportionate part assessed in accordance with the Tenth Schedule of such rates taxes duties charges assessments impositions or outgoings
3. **Statutory Undertakings**  
To pay for all water gas and electricity or other illuminant or source of power consumed on the Demised Premises all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the Lessor and other relevant authorities
4. **To Repair**  
To the satisfaction of the Lessor to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted in the Demised Premises and all fixtures and fittings therein and all additions thereto and whenever necessary to rebuild and reinstate and replace the Demised Premises and every part thereof

including all doors and door frames floors and ceilings fixtures and fittings and all cisterns tanks sewers drains gutters pipes wires cables ducts shafts conduits and any other things installed for the purpose of supplying hot water (if any) central heating (if any) gas electricity (or other illuminant or source of power) or for the purpose of draining away water soil and for allowing the escape of steam air or deleterious matter from the Demised Premises insofar as such pipes wires cables ducts shafts conduits or other things are solely installed or used only for the purpose of the Demised Premises and including all walls windows glass boards and skirtings SAVE THAT in the case of all exterior walls and all walls dividing the Demised Premises from the common halls staircases passages and landings in the Buildings the obligations of the Lessee under this Clause shall be limited to keeping the interior plasterwork and decoration of such walls boards and skirtings in such repair and condition including replacement of any damaged or broken window glass as aforesaid

**5. To Paint**

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

**6. To Allow Access**

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

**7.(i) Assignment**

Upon any assignment of the whole of the Demised Premises the Lessee will (if required by the Lessor) procure that the proposed Assignee enters into a direct Deed of Covenant with the Lessor to pay the rents and to observe and perform the covenants conditions restrictions regulations obligations and agreements herein contained or referred to or hereby implied and on the part of the Lessee to be observed and performed (including such as do not run with the Lease or the reversion thereof) and to pay the Lessor's Solicitors proper charges and

disbursements relating to the preparation and completion of any deeds or documents which shall be necessary for the purpose of compliance with this Clause

- 7 (ii) Within twenty-one days after every assignment transfer vesting deed assent sub-letting charge mortgage or other devolution of the Demised Premises or on the grant of Probate of the Lessee's will or on the grant of Letters of Administration to his/her Estate to produce the same to the Head of Law for registration and to pay such reasonable fee as the Head of Law shall demand PROVIDED such fee shall not be less than SEVENTY FIVE POUNDS (£75.00) in respect of each document so registered

8. **Access by Other Lessees**

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

9. **Viewing**

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

10. **To Carry Out Sanitary Works etc**

Within the time limit imposed by law or by notice requiring the same to be done or if no such time is specified within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public or Statutory authority (including the Lessor in its capacity as the Local Planning or Environmental Health Authority or any other competent Authority) may lawfully require to be carried out on or in connection with the Demised Premises (whether by the Landlord tenant owner or occupier) all such works to be done to the satisfaction of the Lessor or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessor or its agents for work done by the Lessor or its agents in preparing and approving plans or in supervising the execution of any of the works or otherwise in connection with the Demised Premises or as may thereafter be required hereunder

11.1 **Compliance with Planning Acts**

Not without the prior written consent of the Lessor to carry out or permit to be carried out (other than work being carried out by the Lessor) upon in or over or under the

- Demised Premises any development within the meaning of the Town and Country Planning Act 1990 and any amendments (hereinafter in this Clause called "the Act")
- 11.2 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises or any part thereof which may contravene any provisions of the Act and to keep the Lessor indemnified against all claims demands and liabilities in respect thereof
- 11.3 Within seven days after the receipt of the same to give to the Lessor full particulars of any Notice or Order or proposal for an order given issued or made to or on the Lessee by the Planning Authority (including the Lessor in its capacity as Local Planning Authority) under the Acts and if so required by the Lessor to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessor is not the Local Planning Authority at the request of the Lessor but at the cost of the Lessee to make or join with the Lessor or any other person the Lessor shall direct in making such objection or representation against or in respect of such notice or proposal as the Lessor shall deem expedient
12. **Fire Precautions**  
At all times during the term to comply at the expense of the Lessee with all the requirements of any legislation relating to the prevention or extinction of fires and the provision of means of escape from the Demised Premises in the case of fire AND where the means of escape is through the Building or any adjoining Flat/Maisonette not to obstruct or interfere with such means of escape
13. **Creation of Easements**  
Not to permit any owner or occupier of any adjoining or adjacent Flat/Maisonette to acquire any right of light or airway water drainage or other easement over or through the Demised Premises or the Building but forthwith to inform the Lessor of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any such rights or easements and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such rights or easements
14. **Restriction Against Waste etc.**  
Not to suffer any encroachment to be made on the Demised Premises and if any such shall be made to permit the Lessor or others for the time being concerned to take any appropriate action and not to permit any wilful or voluntary or permissive waste or spoil to be done or suffered upon the Demised Premises
15. **Section 146 Notices**  
To pay to the Lessors all expenses (including Solicitors costs and Surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of notice under Section 146 of the Law of Property Act 1925 notwithstanding that

forfeiture is avoided otherwise than by relief granted by the Court or incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the Demised Premises

**16.1 Nuisance**

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

**16.2** Without prejudice to the generality of the foregoing not to obstruct or permit or suffer to be obstructed any pathways driveways access ways hallways landings staircases steps or passageways used in common with the Lessor or the Lessee's tenants or occupiers of other Flats/Maisonettes or other authorised persons

**17. Residential Use**

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

**18. Immoral Purposes**

Not to use the Demised Premises or permit or suffer them to be used for any illegal immoral improper unpleasant noisy or noxious purpose

**19. Restriction Against Alterations**

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

**20. To Pay Fees**

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

**21.1 Prevention of Damage by Water etc**

To keep all water waste and soil pipes drains sinks baths lavatories and cisterns of the Demised Premises free from obstruction and properly cleansed

**21.2** To take all reasonable and proper action to prevent the freezing or overflow of any of the water pipes or cisterns of the Demised Premises and in the event of such

happening without prejudice to the Lessor's other rights under this Lease immediately to rectify and make good all damage and injury thereby caused

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

22.1 **Not to Endanger Structure etc**

Not to endanger or permit to be endangered by overloading any floor or other part of the structure of the Demised Premises

- 22.2 Not to use or permit to be used in the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises

- 22.3 Not to use or permit to be used in the Demised Premises any liquid gas or any other bottled gas or paraffin appliances or to store any materials of a dangerous or explosive nature thereon

23. **To Permit Sale Boards**

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

24. **To Insure Demised Premises**

To keep the Demised Premises insured at all times throughout the term of the Lease in the joint names of the Lessor and the Lessee from loss or damage by fire flood and such other risks and special perils normally insured under a comprehensive insurance policy on property of the same nature as the Demised Premises with a reputable insurance company to be approved by the Lessor in a sum equal to the full insurable value thereof from time to time throughout the said term together with architect's and surveyor's professional fees and to make all necessary payments to the Insurers for the above purposes within seven days after the same shall be respectively be or become due and to produce to the Lessor or its agent on demand the policy or policies of such insurance and the receipt for each such payment and to cause all monies received by virtue of any such insurance (other than monies received in respect of loss of rent) to be forthwith laid out in rebuilding and reinstating the Demised Premises or any part thereof in respect of which monies shall have become payable or have been received to the satisfaction in all respects of the Lessor's Surveyor for the time being and to make up any deficiency out of the

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

**25. Not to Avoid Insurance**

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

**26. Not to Alter the Heating System etc.**

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

**27. Peaceful Surrender**

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

**28. Use of Garden**

Where the Demised Premises include garden ground:-

- 28.1 To use the same as a private domestic garden only and for no other purposes whatsoever
- 28.2 To keep the garden clear free from rubbish and from weeds and in a good state of cultivation and condition
- 28.3 To maintain good and sufficient boundary walls and fences along the boundaries of the garden marked with a "T" on the attached plan

**THE EIGHTH SCHEDULE referred to in Clause 4**  
**REGULATIONS AND STANDARDS OF CONDUCT**

1. **Definition**  
In this Schedule the term "Regulations" shall include the text of the Terms of a Tenancy Agreement which may apply from time to time between the Lessor and the secure tenants of the Lessor (as defined in Part IV of the Housing Act 1985) together with such information or guidance issued by the Lessor to secure tenants pursuant to a Tenancy Agreement insofar as the Regulations are not inconsistent with or at variance with the terms of this Lease and are capable of applying to the Lessee and the Demised Premises
2. **Application**  
The Regulations shall apply to the Lessee 28 days after the text of such Regulations are served on the Lessee by the Lessor
3. **Variation**  
The Lessor may vary the Regulations by giving to the Lessee not less than 28 days notice in writing of such variation and the date the variation is to take effect (such date not to be less than 3 months from the date of service of the notice) PROVIDED THAT within the said period of 28 days the Lessee shall be entitled to comment upon the proposed variation whereupon the Lessor shall consider any comment made in conjunction with any comments made by any other secure tenants or occupier of a Flat/Maisonette in the Reserved Property and having regard to all the comments made the Lessor shall be entitled to confirm modify or withdraw the variation

**THE NINTH SCHEDULE referred to in Clause 6**  
**THE LESSOR'S COVENANTS**

1. **To Repair and Maintain**  
To maintain in good and substantial repair and condition (and whenever reasonably necessary rebuild reinstate renew and replace all worn or damaged parts) the following:-
  - 1.1 The main structure of the Building and the Demised Premises including the foundations all exterior and all party walls and structures and all walls dividing the Flats/Maisonettes from the common halls staircases landings steps and passages in the Building and the walls bounding the same and window frames and all electrical and other fittings in the Building (but excluding the internal plaster the window glass and electrical and other fittings inside any individual Flat/Maisonette for which the Lessee thereof is responsible under any provisions in this Lease corresponding to Clause 4 of the Seventh Schedule) and all doors therein save such doors as give



access to individual Flats/Maisonettes and including all roofs and chimneys and every part of the Building above the level of the top floor ceilings

- 1.2 All fixtures and fittings cisterns tanks sewers drains gutters soil waste and other pipes wires cables ducts shafts and conduits and any other things installed in the Building or on the Estate for the purpose of supplying water gas electricity and other usual services including any district heating system (if any) supplying the Estate and for the purpose of draining any water and soil and for allowing the escape of steam and deleterious matter save only such fixtures and fittings sanitary apparatus cisterns tanks sewers drains gutters soil waste and other pipes wires cables ducts shafts and conduits and other things as are solely used for the purpose of any particular Flat/Maisonette and for which the Lessee thereof is responsible under any provisions in their Lease corresponding to Clause 4 of the Seventh Schedule
- 1.3 Any wireless and television masts and aerials cables and wires erected on the Building or in or over the roof or roofs of the Building and available for use by the Flats/Maisonettes
- 1.4 All such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto

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

2. **To Insure Building**

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

3. **To Keep Properly Lighted**

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

4. **To Paint Exterior**

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

5.1 **To Maintain Roads etc**

To maintain in reasonable repair and condition the access roads footpaths (if any) and other common areas of the Estate

5.2 To use its best endeavours to keep reasonably lighted the access roads footpaths (if any) and other common areas of the Estate to the standard of lighting in existence at the date hereof

6. **To Maintain District Heating Systems**

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

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

6.2 To ensure that the said district heating system supplies hot water to the buildings of the Estate all year round

6.3 To ensure that the said district heating system supplies heat to the existing central heating equipment in the buildings on the Estate for a period as the Lessor shall determine PROVIDED THAT if the district heating system becomes obsolete or if in the opinion of the Lessor impossible to replace or repair the Lessor may terminate at any time all or any of its obligations contained in this Clause by giving not less than six months prior notice to the Lessee and all other users specifying the obligations to be terminated AND PROVIDED FURTHER THAT the Lessor shall not be liable for any failure or interruption of any service referred to in this Clause due to

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

7. **To Enforce Mutual Covenants**

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

8. **To Manage Estate**

To manage and conduct the management of the Estate and Building in a proper manner

**THE TENTH SCHEDULE referred to in Clause 5**

**PART 1**

**THE SERVICE CHARGES**

1. **Definition**

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

2. **Expected Defects**

The Lessee shall not be responsible for expenditure in respect of structural defects of which the Lessor becomes aware during the "initial period of the lease" (as defined in paragraph 16B SS4 of Schedule 6 of the Housing Act 1985) except in respect of the notified defects (if any) specified in Paragraph 9 of the Particulars

3. **Method of Assessment**

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

4. **Reserve Fund**

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

5. **Contribution Formula**

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

5.1 **Communal Lighting and Heating**

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

5.2 **Lifts**

Repair maintenance and running costs of lifts

5.3 **Communal Television Aerials**

Provision repair and maintenance

5.4 **Controlled Entry Phones**

Provision repair and maintenance

5.5 **Communal Heating Systems**

Provision of heat and hot water from a central boiler

Repair and maintenance of boiler plant and distribution mains

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

- 5.6 Caretaking**  
Provision of a caretaking service including the cost of wages accommodation transport materials and overheads
- 5.7 Cleaning**  
Cleaning all internal and external common parts windows and estate roads footways and communal areas of the Estate or Building
- 5.8 Maintenance of Grounds**  
Grass cutting and maintenance of communal amenity areas including estate boundaries
- 5.9 Refuse Collection**  
Collection of refuse from communal refuse systems insofar as this is not part of the Council's general refuse collection service; maintenance and cleaning of communal refuse systems
- 5.10 Insurance**  
Insurance of the building in which the flat is situated together with communal facilities enjoyed by the Lessee subject to the restriction in Paragraph 18 of Schedule 6 of the Housing Act 1985
- 5.11 Repairs and Maintenance**  
All or any part of repair maintenance or making good of structural defects including rebuilding or reinstatement carried out or to be carried out by the Council to the Demised Premises or to the common parts of the Building or Estate of which the property forms part subject to Paragraph 18 of Schedule 6 of the Housing Act 1985
- 5.12 Party Walls etc.**  
The repair and maintenance of any party fences walls etc.
- 5.13 Laundries etc.**  
The repair and maintenance of communal laundries drying rooms and drying area
- 5.14 Service Mains etc**  
Provisions or laying of separate service pipes or wires for the supply of water gas or electricity to the Demised Premises from the mains of the appropriate statutory undertaker in accordance with its requirements and the provision of such other works as may be required properly by the Fire Authority or the Local Authority
- 5.15 Painting**  
All painting and decorating of the Reserved Property
- 5.16 Management Costs**  
The costs of managing the Building or Estate including the costs of managing agents if appointed

**PART II**

**THE IMPROVEMENT CONTRIBUTION**

1. **Definitions**  
The charges (in this part of the Schedule called "the improvement contribution" as defined by S187 of the Housing Act 1985) to be paid by the Lessee to the Lessor during the term hereby granted pursuant to Clause 5 shall be such proportion of the charges costs or payments made expended or incurred or to be made expended or incurred by the Lessor (hereinafter called "the improvement expenditure") in respect of any works of improvement as properly may be attributable to the Lessee in accordance with this part of this Schedule
  
2. **Expected Improvement Contribution**  
The Lessee shall not be responsible for the payment to the Lessor of any improvement contribution during the "initial period of the lease" as defined in paragraph 16C SS4 of Schedule 6 of the Housing Act 1985 except in respect of the Notified Improvements (if any) specified in paragraph 8 of the Particulars
  
3. **Method of Assessment**  
The improvement expenditure and the Lessee's improvement contribution shall be assessed by reference to a financial year commencing on the 1st day of April in any year and terminating on the 31st March next following The Lessor may estimate the Lessee's improvement contribution for any financial year before or during that year and demand payment accordingly and adjust upwards or downwards to the Lessee's improvement contribution when the actual improvement expenditure is established by way of further demand of or repayment to the Lessee or by debit or credit to the Lessee's improvement contribution for the next following financial year
  
4. **Improvement Contribution Formula**  
The Lessee's improvement contribution shall be the summation of the improvement expenditure and shall be assessed in accordance with the following formula:  
A x 1/B where A is the improvement expenditure and B is the number of Flats/Maisonettes and other dwellings receiving the benefit of the improvement expenditure

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

Head of Law

SIGNED as his/her Deed )  
by the said Lessee )  
in the presence of:- )

Witness name

Address

Occupation

SIGNED as his/her Deed )  
by the said Lessee )  
in the presence of:- )

Witness name

Address

Occupation

On Behalf of: The Applicant  
Name of witness: Alan O'Connell  
First witness statement  
Exhibit: AC1  
Date: Date: 11 August 2017

IN THE FIRST TIER TRIBUNAL PROPERTY  
CHAMBER (RESIDENTIAL PROPERTY)

BETWEEN

(1) LEWISHAM HOMES ON BEHALF OF LONDON  
BOROUGH OF LEWISHAM

Applicants

and

(2) VARIOUS LEASEHOLDERS

Respondents

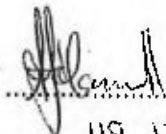
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EXHIBIT AO3

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This is Exhibit AO3 to the Witness Statement of Alan O'Connell dated 11 August 2017.

Signed

  
.....

Date

11.8.17  
.....





HM Courts  
& Tribunals  
Service

**Property Chamber  
London Residential Property  
First-tier Tribunal**

10 Allred Place, London, WC1E 7LR  
Telephone: 020 7446 7700  
Facsimile: 020 7637 1250  
E-mail: [rplondon@hmcts.gsi.gov.uk](mailto:rplondon@hmcts.gsi.gov.uk)  
DX: 134205 Tottenham Court Road 2

Direct Line: 020 7446 7806

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Ms Mandeep Sahota  
Lewisham Homes  
Leasehold  
9 Holbeach Road  
London  
SE6 4TW

Your ref:

Our ref: LON/00AZ/LDC/2013/0100

Date: 5 December 2013

---

Dear Ms Sahota

**RE: LANDLORD & TENANT ACT 1985 - SECTION 20ZA**

**PREMISES: ALL LEASEHOLDERS OF THE LONDON BOROUGH OF  
LEWISHAM, HOLBEACH ROAD, LONDON, SE6 4TW**

The Tribunal has made its determination in respect of the above application and a copy of the document recording its decision is enclosed. A copy is being sent to all other parties to the proceedings.

Any application from a party for permission to appeal to the Upper Tribunal (Lands Chamber) must normally be made to the Tribunal within 28 days of the date of this letter. If the Tribunal refuses permission to appeal you have the right to seek permission from the Upper Tribunal (Lands Chamber) itself.

If you are considering appealing, you are advised to read the note attached to this letter.

Yours faithfully  
**Ms Margaret Egenti**  
Case Officer

## First-tier Tribunal, Property Chamber Residential Property

### GUIDANCE ON APPEAL

- 1) An appeal to the Upper Tribunal against a decision of a First-tier Tribunal (Property Chamber) can be pursued only if **permission to appeal** has been given. Permission must initially be sought from the First-tier Tribunal. If you are refused permission to appeal by the First-tier Tribunal then you may go on to ask for permission from the Upper Tribunal (Lands Chamber).
- 2) An application to the First-Tier Tribunal for permission to appeal must be made **so that it is received by the Tribunal within 28 days after the date on which the Tribunal sends its reasons for the decision.**
- 3) If made after the 28 days, the application for permission may include a request for an extension of time with the reason why it was not made within time. Unless the application is made in time or within granted extended time, the tribunal must reject the application and refuse permission.
- 4) You must apply for the permission **in writing**, and you must:
  - identify the case by giving the address of the property concerned and the Tribunal's reference number;
  - give the name and address of the applicant and any representative;
  - give the name and address of every respondent and any representative
  - identify the decision or the part of the decision that you want to appeal;
  - state the grounds of appeal and state the result that you are seeking;
  - sign and date the application
  - send a copy of the application to the other party/parties and in the application record that this has been done

The tribunal may give permission on limited grounds.

- 5) When the tribunal receives the application for permission, the tribunal will first consider whether to review the decision. In doing so, it will take into account the overriding objective of dealing with cases fairly and justly; but it cannot review the decision unless it is satisfied that a ground of appeal is likely to be successful.
- 6) On a review the tribunal can
  - correct accidental errors in the decision or in a record of the decision;

- amend the reasons given for the decision;
- set aside and re-decide the decision or refer the matter to the Upper Tribunal;
- decide to take no action in relation to the decision.

If it decides not to review the decision or, upon review, to take no action, the tribunal will then decide whether to give permission to appeal.

- 7) The Tribunal will give the parties written notification of its decision. **If permission to appeal to the Upper Tribunal (Lands Chamber) is granted**, the applicant's notice of intention to appeal must be sent to the registrar of the Upper Tribunal (Lands Chamber) so that it is received by the registrar within **28 days** of the date on which notice of the grant of permission was sent to the parties.
- 8) **If the application to the Property Chamber for permission to appeal is refused**, an application for permission to appeal may be made to the Upper Tribunal. An application to the Upper Tribunal (Lands Chamber) for permission must be made within **14 days** of the date on which you were sent the refusal of permission by the First-tier Tribunal.
- 9) The tribunal can **suspend the effect of its own decision**. If you want to apply for a stay of the implementation of the whole or part of a decision pending the outcome of an appeal, you must make the application for the stay at the same time as applying for permission to appeal and must include reasons for the stay. You must give notice of the application to stay to the other parties.

**These notes are for guidance only. Full details of the relevant procedural provisions are mainly in:**

- the Tribunals, Courts and Enforcement Act 2007;
- the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013;
- The Tribunal Procedure (Upper Tribunal)(Lands Chamber) Rules 2010.

You can get these from the Property Chamber or Lands Chamber web pages or from the Government's official website for legislation or you can buy them from HMSO.

*The Upper Tribunal (Lands Chamber) may be contacted at:*

*43-45 Bedford Square  
London WC1B 3AS*

*Tel: 0207 612 9710*

*Fax: 0207 612 9723*

*Email: [lands@tribunals.gsi.gov.uk](mailto:lands@tribunals.gsi.gov.uk)*



A

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

**Case Reference** : **LON/00AZ/LDC/2013/0100**

**Property** : **All leasehold properties in the  
London Borough of Lewisham**

**Applicant** : **London Borough of Lewisham**

**Representative** : **None notified**

**Respondent** : **Various Lessees of London  
Borough of Lewisham**

**Representative** : **None notified**

**Type of Application** : **For dispensation of all or any of the  
consultation requirements**

**Tribunal** : **Judge Goulden  
Mr L Jarero BSc FRICS**

**Date and venue of  
Hearing** : **Thursday 5 December 2013 at 10  
Alfred Place, London WC1E 7LR**

**Date of Decision** : **5 December 2013**

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**DECISION**

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### **Decision of the Tribunal**

The Tribunal determines that those parts of the consultation requirements provided for by Section 20 of the 1985 Act which have not been complied with are to be dispensed with.

### **The application**

1. The Applicant seeks a determination pursuant to S20ZA of the 1985 Act for the dispensation of all or any of the consultation requirements provided for by Section 20 of the Landlord and Tenant Act 1985 ("the Act"). The application was dated 22 August 2013 and was received by the Tribunal on 3 October 2013.
2. Directions of the Tribunal were issued on 4 October 2013. Forms for completion by the lessees in respect of the S20ZA application were attached to the Tribunal's Directions. The Applicant was given Directions in respect of notifying the lessees, by 23 October 2013, of the Directions and affording the lessees dates, times and locations where documentation could be inspected and copies taken, if wished.
3. The case was listed for a paper determination. No request had been made by any of the parties for an oral hearing.
4. No completed forms were received from or on behalf of any of the Respondents.

### **The hearing**

5. The matter was determined by way of a paper hearing which took place on Thursday 5 December 2013.

### **The background**

6. The application related to all relevant leasehold properties within the London Borough of Lewisham ("the properties")
7. The Applicant seeks dispensation for a qualifying long term agreement (QLTA) for the supply of electricity to all relevant properties in the Borough. It is understood that the current QLTA expires on 31 December 2013 and covers 1,302 individual supplies (not leasehold properties), and that the tender process for the new contract should have been completed by 1 January 2014. The new contract length is set at 36 months, and the method of procurement will be by an electronic auction using an existing framework agreement.

8. It is understood that consultants have been appointed to conduct the electronic auction, and that this is the most appropriate method of procurement, but requires commitment on the part of the purchaser very quickly. The Applicant therefore contends that it is not possible to carry out full consultation under the Act, since there is insufficient time to do so.
9. No inspection was requested and the Tribunal did not consider that one was necessary, nor would it have been proportionate to the issues in dispute.
10. A copy of a specimen lease was provided to the Tribunal. This lease required the landlord to provide services and each tenant to contribute towards the costs by way of a variable service charge. The Applicant also provided copies of the list of supplies, supplement to the Official Journal of the European Union, advertisement on the Applicant's website, letter to Leasehold Improvement Group date 18 October 2013 and copy of advertisement placed in The Mercury newspaper.

#### **The issues**

11. The issues are as set out in paragraph 7 above.

#### **The Applicant's submissions**

12. Written submissions were received from the Applicant.
13. The Applicant contended, inter alia, that the long term agreement was for the procurement of the supply of electricity to lessees. The proposed contract term was 3 years and the contract value was estimated to be £5m. There were 1,768 landlord supplies which were involved, each of which served multiple properties. There were approximately 14,600 properties (leasehold and tenant) which were charged for communal electricity.
14. The method of procurement decided on was a tender via electronic auction using an existing framework agreement previously set up by The Energy Consortium which was awarded on 20 May 2013. The Official Journal of the European Union Notice had been sent electronically.
15. It was stated *"bidding for the contract will take place by e-auction commencing at 10.00 am on 14 November 2013 and finish at 1.00pm on 14 November 2013. The contract will be let at 3.00pm on 14 November 2013. The method of procuring these tenders via an electronic auction takes place on a single day. Companies supplying electricity offer their best prices at an e-auction but are not willing to hold their bids for longer than a few hours on the day it takes place."*

*This process serves the leaseholders' interests by obtaining the lowest prices for electricity supply for leaseholders"*

16. The Applicant requested dispensation from the consultation requirements *"as in order to obtain a competitive price, it is not possible to give the leaseholders the required 30 day consultation period after the bids are made and obtain the best price for the electricity supply. In a volatile market, a paper tendering exercise with a 30 day period would not have resulted in a fixed price. The full process of consultation envisaged by the Consultation Regulations would have lasted between three and six months. In the light of the above, no consultation on the letting of this contract has been carried out with the Applicant's leaseholders. On costs grounds, the utility consultants Utiyx have been appointed to conduct the e-auction"*.
17. The Applicant confirmed that the Tribunal's Directions had been placed on its website on 16 October 2013, together with information as to where lessees could inspect documentation and take copies. A copy was provided.
18. The Applicant also confirmed that the Leasehold Improvement Group had been informed, and the Community Involvement Officer who chaired the meetings had been sent all the relevant information and this was put in the Invitation Letters sent to the lessees. A copy was provided. In addition, further information was given to the Leasehold Improvement Group meeting which took place on 12 November 2013 where lessees were given the opportunity to ask questions regarding the application.
19. The Applicant had placed an advertisement in a local newspaper, The Mercury, which had been published on 23 October 2013, a copy of which was provided to the Tribunal.
20. No responses had been received by the Applicant from any of the lessees.
21. The Applicant stated *"the tendering process undertaken by the Council, whilst it does not accommodate section 20 requirements it serves leaseholders interests by obtaining the lowest prices. The price of electricity, and electronic billing/administration facilities are the only variables. The standard of electricity supplied remains constant no matter which company supplies it. Furthermore, the full cost of consultation under Schedule 2 of the Regulations and the increased price that would have been paid for the electricity as a result of the delay in awarding the contracts would have been met by leaseholders. In addition to this, majority of leaseholders pay less than £100 per annum for the supply of communal electricity"*.



### The Respondent's submissions

22. No written representations were received from or on behalf of any of the Respondents.

### The Tribunal's Determination

23. S20 of the Act provides for the limitation of service charges in the event that the statutory consultation requirements are not met. The consultation requirements apply where the works are qualifying works (as in this case) and only £250 can be recovered from a tenant in respect of such works unless the consultation requirements have either been complied with or dispensed with.

24. Dispensation is dealt with by S 20ZA of the Act which provides:-

**"Where an application is made to a leasehold valuation 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"**

19. The consultation requirements for qualifying works under qualifying long term agreements are set out in Schedule 2 of the Service Charges (Consultation Requirements) (England) Regulations 2003 as follows:-

- 1. (1) The landlord shall give notice in writing of his intention to enter into the agreement—**
- (a) to each tenant; and**
  - (b) where a recognised tenants' association represents some or all of the tenants, to the association.**
- (2) The notice shall—**
- (a) describe, in general terms, the relevant matters or specify the place and hours at which a description of the relevant matters may be inspected;**
  - (b) state the landlord's reasons for considering it necessary to enter into the agreement;**
  - (c) where the relevant matters consist of or include qualifying works, state the landlord's reasons for considering it necessary to carry out those works;**
  - (d) state that the reason why the landlord is not inviting recipients of the notice to nominate persons from whom he should try to obtain an estimate for the relevant matters is that public notice of the relevant matters is to be given;**
  - (e) invite the making, in writing, of observations in relation to the relevant matters; and**
  - (f) specify—**
    - (i) the address to which such observations may be sent;**

**(ii) that they must be delivered within the relevant period; and  
(iii) the date on which the relevant period ends.**

**2. (1) Where a notice under paragraph 1 specifies a place and hours for inspection—**

**(a) the place and hours so specified must be reasonable; and  
(b) a description of the relevant matters must be available for inspection, free of charge, at that place and during those hours.**

**(2) If facilities to enable copies to be taken are not made available at the times at which the description may be inspected, the landlord shall provide to any tenant, on request and free of charge, a copy of the description.**

**3. Where, within the relevant period, observations are made, in relation to the relevant matters by any tenant or recognised tenants' association, the landlord shall have regard to those observations.**

20. The scheme of the provisions is designed to protect the interests of tenants, and whether it is reasonable to dispense with any particular requirements in an individual case must be considered in relation to the scheme of the provisions and its purpose.
21. The Tribunal must have a cogent reason for dispensing with the consultation requirements, the purpose of which is that leaseholders who may ultimately foot the bill are fully aware of what works are being proposed, the cost thereof and have the opportunity to nominate contractors.
22. No Respondent had challenged the consultation process. No written submissions have been received from or on behalf of any of the Respondents.
23. It appears that none of the Respondents would be able to arrange electricity supplies on such a competitive basis. This is clearly a highly technical procedure in a volatile market, which would require the specialist knowledge of utility consultants.
24. The Tribunal is satisfied that, in the particular circumstances of this case, the Respondents are not unduly prejudiced and it is reasonable to dispense with requirements and determines that those parts of the consultation process under the Act as set out in The Service Charges (Consultation Requirements) (England) Regulations 2003 which have not been complied with may be dispensed with.
25. **It should be noted that in making its determination, this application does not concern the issue of whether any service charge costs are reasonable or indeed payable by the lessees. The Tribunal's determination is limited to this application for dispensation of consultation requirements under S20ZA of the Act.**

On Behalf of: The Applicant  
Name of witness: Alan O'Connell  
First witness statement  
Exhibit: AC1  
Date: Date: 11 August 2017

IN THE FIRST TIER TRIBUNAL PROPERTY  
CHAMBER (RESIDENTIAL PROPERTY)

BETWEEN

(1) LEWISHAM HOMES ON BEHALF OF LONDON  
BOROUGH OF LEWISHAM

Applicants

and

(2) VARIOUS LEASEHOLDERS

Respondents

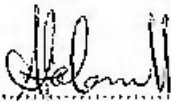
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EXHIBIT AO4

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This is Exhibit AO4 to the Witness Statement of Alan O'Connell dated 11 August 2017

Signed

  
.....

Date

11.8.17  
.....



Home Ownership Services  
Old Town Hall  
Catford Road  
Catford  
London  
SE6 4RU

Tel: 0800 028 2028

[homeownershipservices@lewishamhomes.org.uk](mailto:homeownershipservices@lewishamhomes.org.uk)

09 August 2017

Dear LESSEE,

Leasehold property:

**Notice of Intention for Dispensation of consultation requirements relating to a Long Term Agreement for Energy Supply**

We are writing to advise you that Lewisham Council is planning to enter into a long-term contract with the Crown Commercial Services (the "Agreement") in relation to the supply of electricity to the communal areas of all leasehold properties owned by Lewisham Council. For the avoidance of doubt, the Agreement will not affect individual utility contracts you have within your property for your own electric or gas supply.

As a leaseholder, you are required to contribute towards the costs of the energy supply to communal areas in so far as they are attributable to the building and/or estate which includes your property. These costs are recovered through the service charge.

The service charge legislation provides that we must consult leaseholders before entering into a 'Qualifying Long Term Agreement' which may result in payments in excess of £100 per annum per leaseholder (that is not to say that you will have to make payments in excess of £100 in this instance). The current contract for the supply of energy to the communal areas expires on 30 September 2017 and we therefore hope to enter into a new contract by 1 October 2017.

We intend to obtain the most competitive energy price for you. It is, however, not possible to carry out the consultation process under the current service charge legislation. We are planning to enter into a 'Risk Managed Flexible Purchasing' contract with the Crown Commercial Services (CCS), a central government procurement body who purchase energy directly from the energy market taking advantage of the collective energy demand from central and local government. The CCS purchases energy, in this case, six months in advance of the contract start date, trading within that time to secure the lowest cost.

The energy is then transferred to the licensed energy supplier who previously secured the 'cost to service' contract; how much it costs to manage the energy contract, but not the supply of energy. This method of energy procurement, considered 'Best Practice', has been used by Lewisham Council for many years and has consistently returned lower energy prices than buying a whole year's energy on a single day, the practice to date which is inherently riskier. We feel this process serves leaseholders interest by obtaining the lowest prices for energy supply, with enhanced terms and conditions negotiated by CCS. If we were forced to comply with this process, additional costs would be incurred as we would not be able to enter into any contract prior to 1<sup>st</sup> October 2017 and would face 'Out of Contract' rates, which roughly equate to double the current prices. It should be stressed that were we to continue with previous practice we would still have to apply to the First Tier Tribunal for consultation dispensation, as energy markets are so volatile that prices are available, at best, for a matter of hours prior to being re-priced. We therefore intend to make an application to the First-Tier Tribunal Property Chamber (Residential Property) for dispensation of the consultation requirements in relation to the proposed Agreement so that not only can we obtain the most competitive prices but also enjoy greater customer protection. We invite you to make written observations in relation to the proposed Agreement.

Full details of the Agreement and proposals with **Crown Commercial Services; an Executive Agency of the Cabinet Office** who will deal with procuring energy supply on our behalf can be inspected at [<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm999>].

If you have any questions about this letter or wish to make an observation about the proposed Agreement, please email [homeownerservices@lewishamhomes.org.uk](mailto:homeownerservices@lewishamhomes.org.uk).

In order to minimise costs, all future correspondence and documentation relating to the application for dispensation (including copies of the application, the directions and/or decision of the First-Tier Tribunal Property Chamber) will be displayed on our website. Please go to [[www.lewishamhomes.org.uk/communalelectricity](http://www.lewishamhomes.org.uk/communalelectricity)].

If you are unable to access this page, please do not hesitate to contact Home Ownership Services on the details above and we will arrange for the relevant documents to be posted to you.

Yours sincerely,

*Bhavna Patel*

Bhavna Patel  
Leasehold Consultation Officer