



**PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00BD/OLR/2022/ 0710
CVP/remote video**

Property : **Flats 1,3,5,6,9,15,16 and 19
Clearwater House 2a Grosvenor
Road, Richmond Surrey TW10 6PB**

Applicant : **The tenants of the above flats as
listed on Schedule A attached**

Representative : **Mr B Maltz of Counsel**

Respondent : **The Mayor and Burgesses of the
London Borough of Richmond
upon Thames**

Representative : **Mr Walters of Counsel**

Type of Application : **Extended lease under s48(1)
Leasehold Reform Housing and
Urban Development Act 1993**

Tribunal Members : **Judge F J Silverman MA LLM
Ms M Krisko FRICS**

**Date and venue of
Hearing** : **CVP/Remote
25 January 2023**

Date of Decision : **31 January 2023**

DECISION

1 The Tribunal determines that the Applicants are each entitled to a new lease which shall be in wording shown in the amended draft annexed at Schedule B to this document. The engrossments are to be prepared by the Applicants' solicitors.

2 The Tribunal orders the Respondents forthwith to pay to the Applicants jointly and severally the sum of £2,500 as a contribution towards their legal costs. This is awarded pursuant to the Applicants' application under Rule 13 of the Tribunal Rules of Procedure.

3 Additionally, the Tribunal orders the Respondents forthwith to pay to the Applicants jointly and severally the sum of £200 by way of reimbursement of their hearing fee .

4 The total sum payable under these orders is £2,700 plus VAT where appropriate.

REASONS

- 1** Each of the Applicants is a the tenant of a flat in the property known as Clearwater House 2a Grosvenor Road Richmond Surrey TW10 6PB which they hold under individual leases of various dates for a term of 125 years less ten days from 26 June 1987. It is understood that all the leases comprised in this application are for all practical purposes identical.
- 2** The Respondent is the current landlord/freeholder and Paragon Astra Housing Ltd, who are not a party to this application, are the intermediate landlords. For the purposes of this application the Respondent is the competent landlord.
- 3** Each of the Applicants seeks a statutory lease extension from the Respondent under the provisions of s48(1) Leasehold Reform, Housing and Urban Development Act 1993 and served notice on the Respondent to that effect.
- 4** The Applicants filed their applications with the Tribunal on or about 9 September 2022 seeking a determination under s48(1) Leasehold Reform and Urban Development Act 1993 (the Act).
- 5** Directions were issued by the Tribunal on 28 September 2022.

- 6** Having served their initial notices on the Respondent the Applicants had expected the Respondent to engage in negotiations with their legal representative but for reasons which have not been explained, the Respondent failed to engage at all with this process including a failure to comply with Directions and a warning was issued by the Tribunal of the imposition of sanctions. Consequentially, on 15 November 2022 a Procedural Judge issued an Order barring the Respondent from relying on their own evidence. The Tribunal therefore had no evidence before it from the Respondents but was able to hear Mr Walters' legal arguments and submissions.
- 7** The price of acquisition by each of the Applicants has been agreed by the Respondent but the terms of the extended lease(s) remain in issue and is discussed below.
- 8** A Tribunal hearing took place on 25 January 2023 to resolve the final outstanding issue. The Applicants were represented by Mr B Maltz of Counsel and the Respondent by Mr Walters of Counsel.
- 9** The hearing took place by remote video connection (CVP) to which both parties had either consented or not objected.
- 10** An electronic bundle of documents prepared by the Applicants, pages of which are referred to below, had been made available to and read by the Tribunal prior to the hearing.
- 11** Following current Tribunal guidelines the Tribunal did not carry out an inspection of the property but considered that the issues in this case could properly be resolved without such an inspection.
- 12** It is understood that Clearwater House comprises 25 warden assisted apartments/bungalows for occupation only by person(s) aged 55 or over.
- 13** The only matter outstanding between the parties was the terms of the new lease(s). The Respondent landlord would normally exercise the prerogative of preparing the draft of the new lease which is required to be on identical terms to the old lease save as to term, ground rent, which is reduced to a peppercorn, the exclusion of the tenant's options to renew and the correction of any defects as detailed in s57(4) of the Act.
- 14** In the present case the Respondent failed to submit a draft new lease and with the Tribunal's permission the new draft was provided by the Applicants who included a number of amendments which they said were necessary in order to comply with current legislation.
- 15** Therefore, the principal issue which the Tribunal was asked to decide was the form wording of the proposed new lease. In response to a question from the Tribunal the Applicants said that they thought that the present application was the first such application relating to Clearwater House. Its determination could therefore influence the terms of any other leases to be negotiated in the future. Neither Counsel had been able to find any reported case which dealt with the situation before the Tribunal in this case. The only case cited by the Respondent related to a Rent Act tenancy. The Tribunal did not consider this had sufficient nexus to the current situation to be of assistance.
- 16** The current lease contained a number of very restrictive clauses against alienation which may have been legal at the date of the grant of the leases but which now offended against either or both of the Unfair Terms in Consumer Contracts Regulations 1999 and the Equality Act 2010. Clause 7 of the existing lease contained a particularly restrictive clause relating to

the reduced value payable to a resident (or their successor in title) if the lease was surrendered. Similarly, Clauses 6(2) and 6(3) in their present form effectively allowed the Respondent to terminate the lease without there having been any breach of covenant by the tenant. The Applicant argued that the inclusion of such terms was unlawful because they were either unfair terms in the sense that a prospective tenant would not freely agree to them and that they were more onerous than terms openly available in similar contracts on the open market and were also contrary to the Equality Act 2010 in that they contained provisions which potentially discriminated against the tenant on the grounds of age which is a protected characteristic under the Act.

- 17** The Respondent argued that the alterations required by the Applicants were not in response to ‘defects’ in the current lease and that the notice served by the Applicants had stated that all ‘other’ terms of the new lease would be the same as the existing lease, no reference had been made to ‘defects’. On their behalf it was also argued that clauses which were or which might be contrary to current law were not defects falling within s 57(4)(c) of the Act. The clauses were reflective of the conditions which were necessary in a property in which residence was age restricted. Further, the tenants would have the opportunity to examine the terms of lease before signing and thus would be deemed to have agreed to those terms. The Respondent maintained that the clauses highlighted by the Applicants were not discriminatory but offered no justification for this statement.
- 18** The Tribunal does not agree with the Respondent’s view. While there is no objection to the leases containing a clause which restricts occupation of the flats to persons of a stated age, the inclusion of clauses which restrict the sale of the property on the open market, which require the tenant to surrender on unfavourable terms, or which enable the landlord to terminate the lease on no fault grounds (eg because of incapacity of the tenant) are potentially discriminatory on the grounds of both age and in some circumstances also of disability.
- 19** Irrespective of discrimination and unfair terms, s57(4)(c) of the Act prohibits the new lease from containing any terms which would permit the landlord to terminate the lease prematurely without fault on the part of the tenant.
- 20** Termination without the fault of the tenant eg on the grounds of the tenant’s incapacity, is precisely the result which would be achieved by the Respondent if the new lease were allowed to proceed without the amendments suggested by the Applicants and for that reason the Tribunal rejects the arguments propounded by the Respondent.
- 21** The Tribunal therefore concludes that the amendments proposed by the Applicants do relate to the correction of defects in the present lease caused in part by the effects of current legislation which has nullified the effect of some of the original provisions as drafted in 1987 and partly because the original provisions offend against s57(4)(c) of the Act. If these provisions were included in the new lease it is likely that, if contested, a court would hold them to be unreasonable or unenforceable. It is unacceptable for a Respondent which is a public authority, should seek to rely on a lease which contains such clauses.

- 22** The Applicant made an application for costs under Rule 13 of the Tribunal Rules of Procedure on the basis that the Respondent’s behaviour had been unreasonable. They had, for unexplained reasons, totally failed to engage with either the Applicants or the Tribunal as a result of which the Applicants had needed to issue Tribunal proceedings and to pursue their applications to a hearing. Their schedule of costs, filed with the Tribunal and copied to the Respondent asked for the sum of £12,354.40 including VAT to be awarded. The Tribunal notes that the Respondent also filed a costs schedule but no submissions were made in respect of it, their Counsel saying that he preferred to deal with costs separately after the decision had been made.
- 23** As a general rule the Tribunal is a ‘no costs’ jurisdiction and Rule 13 provides an exception where unreasonable conduct by a party may be sanctioned by a financial penalty. The test or bar for unreasonable conduct is currently set against Willow Court Management Co Ltd v Alexander [2016] 0290 UKUT (LC) and it is the Tribunal’s view that in the present case the Respondent’s total lack of cooperation with both the Applicants and with the Tribunal which resulted in the issue of a barring order fully satisfies the rationale for such an award being made against them. The Respondent is a public authority which would be expected to have access to legal advice and to act as a responsible landlord within the scope of the relevant law. Their behaviour in this case is both unacceptable and inexcusable and the Tribunal considers that a contribution to costs incurred by the Applicants should be made. The hourly rates charged by the Applicants’ representatives (£275 for Grade A and £110 for Grade D) are wholly acceptable in the context of this case.
- 24** Although the majority of new leases under s48(1) of the Act achieve a settlement without resort to a Tribunal hearing the factual situation surrounding present case was unusual and the Tribunal considers that, on balance, the Applicants may have needed to resort to the Tribunal’s assistance in any event. The Tribunal therefore considers that the award of costs to the Applicant should not exceed the notional value of additional work which the Applicants would have needed to undertake as a result of the Respondent’s intransigence. Taking a broad brush approach, as the Tribunal is entitled to do in such cases, the Tribunal values that excess at £2,500 (plus VAT where appropriate) which is the sum which the Tribunal orders the Respondent forthwith to pay to the Applicants jointly and severally. To that sum must be added £200 which the Tribunal order the Respondent to pay as above to reimburse the Applicants’ Tribunal hearing fees.
- 25** **The Law**

Leasehold Reform Housing and Urban Development Act 1993

Section 56 Obligation to grant new lease.

(1) Where a qualifying tenant of a flat has under this Chapter a right to acquire a new lease of the flat and gives notice of his claim in accordance with section 42, then except as provided by this Chapter the landlord shall be bound to grant to the tenant, and the tenant shall be bound to accept—

(a) in substitution for the existing lease, and

(b) on payment of the premium payable under Schedule 13 in respect of the grant,

a new lease of the flat at a peppercorn rent for a term expiring 90 years after the term date of the existing lease.

(2) In addition to any such premium there shall be payable by the tenant in connection with the grant of any such new lease such amounts to the owners of any intermediate leasehold interests (within the meaning of Schedule 13) as are so payable by virtue of that Schedule.

(3) A tenant shall not be entitled to require the execution of any such new lease otherwise than on tendering to the landlord, in addition to the amount of any such premium and any other amounts payable by virtue of Schedule 13, the amount so far as ascertained—

(a) of any sums payable by him by way of rent or recoverable from him as rent in respect of the flat up to the date of tender;

(b) of any sums for which at that date the tenant is liable under section 60 in respect of costs incurred by any relevant person (within the meaning of that section); and

(c) of any other sums due and payable by him to any such person under or in respect of the existing lease;

and, if the amount of any such sums is not or may not be fully ascertained, on offering reasonable security for the payment of such amount as may afterwards be found to be payable in respect of them.

(4) To the extent that any amount tendered to the landlord in accordance with subsection (3) is an amount due to a person other than the landlord, that amount shall be payable to that person by the landlord; and that subsection has effect subject to paragraph 7(2) of Schedule 11.

S57 Terms on which new lease is to be granted.

(1) Subject to the provisions of this Chapter (and in particular to the provisions as to rent and duration contained in section 56(1)), the new lease to be granted to a tenant under section 56 shall be a lease on the same terms as those of the existing lease, as they apply on the relevant date, but with such modifications as may be required or appropriate to take account—

(a) of the omission from the new lease of property included in the existing lease but not comprised in the flat;

(b) of alterations made to the property demised since the grant of the existing lease; or

(c) in a case where the existing lease derives (in accordance with section 7(6) as it applies in accordance with section 39(3)) from more than one separate leases, of their combined effect and of the differences (if any) in their terms.

(2) Where during the continuance of the new lease the landlord will be under any obligation for the provision of services, or for repairs, maintenance or insurance—

(a) the new lease may require payments to be made by the tenant (whether as rent or otherwise) in consideration of those matters or in respect of the cost thereof to the landlord; and

(b) (if the terms of the existing lease do not include any provision for the making of any such payments by the tenant or include provision only for the payment of a fixed amount) the terms of the new lease shall make, as from the term date of the existing lease, such provision as may be just—

(i) for the making by the tenant of payments related to the cost from time to time to the landlord, and

(ii) for the tenant's liability to make those payments to be enforceable by re-entry or otherwise (subject to section 85 of the Tribunals, Courts and Enforcement Act 2007) in like manner as if it were a liability for payment of rent.

(3) Subject to subsection (4), provision shall be made by the terms of the new lease or by an agreement collateral thereto for the continuance, with any suitable adaptations, of any agreement collateral to the existing lease.

(4) For the purposes of subsections (1) and (3) there shall be excluded from the new lease any term of the existing lease or of any agreement collateral thereto in so far as that term—

(a) provides for or relates to the renewal of the lease,

(b) confers any option to purchase or right of pre-emption in relation to the flat demised by the existing lease, or

(c) provides for the termination of the existing lease before its term date otherwise than in the event of a breach of its terms;

and there shall be made in the terms of the new lease or any agreement collateral thereto such modifications as may be required or appropriate to take account of the exclusion of any such term.

Rule 13 Tribunal Rules of Procedure

Orders for costs, reimbursement of fees and interest on costs

13.—(1) The Tribunal may make an order in respect of costs only—

(a) under section 29(4) of the 2007 Act (wasted costs) and the costs incurred in applying for such costs;

(b) if a person has acted unreasonably in bringing, defending or conducting proceedings in—

(i) an agricultural land and drainage case,

(ii) a residential property case, or

(iii) a leasehold case; or

(c) in a land registration case.

(2) The Tribunal may make an order requiring a party to reimburse to any other party the whole or part of the amount of any fee paid by the other party which has not been remitted by the Lord Chancellor.

(3) The Tribunal may make an order under this rule on an application or on its own initiative.

(4) A person making an application for an order for costs—

(a) must, unless the application is made orally at a hearing, send or deliver an application to the Tribunal and to the person against whom the order is sought to be made; and

(b) may send or deliver together with the application a schedule of the costs claimed in sufficient detail to allow summary assessment of such costs by the Tribunal.

(5) An application for an order for costs may be made at any time during the proceedings but must be made within 28 days after the date on which the Tribunal sends—

(a) a decision notice recording the decision which finally disposes of all issues in the proceedings; or

(b) notice of consent to a withdrawal under rule [22](#) (withdrawal) which ends the proceedings.

(6) The Tribunal may not make an order for costs against a person (the “paying person”) without first giving that person an opportunity to make representations.

(7) The amount of costs to be paid under an order under this rule may be determined by—

(a) summary assessment by the Tribunal;

(b) agreement of a specified sum by the paying person and the person entitled to receive the costs (the “receiving person”);

(c) detailed assessment of the whole or a specified part of the costs (including the costs of the assessment) incurred by the receiving person by the Tribunal or, if it so directs, on an application to a county court; and such assessment is to be on the standard basis or, if specified in the costs order, on the indemnity basis.

(8) The Civil Procedure Rules 1998 section 74 (interest on judgment debts, etc) of the County Courts Act 1984 and the County Court (Interest on Judgment Debts) Order 1991 shall apply, with necessary modifications, to a detailed assessment carried out under paragraph (7)(c) as if the proceedings in the Tribunal had been proceedings in a court to which the Civil Procedure Rules 1998 apply.

(9) The Tribunal may order an amount to be paid on account before the costs or expenses are assessed.

Judge F J Silverman as Chairman
Date 31 January 2023

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to rplondon@justice.gov.uk.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

SCHEDULE A (list of Applicants)

| Flat number | Name(s) |
|-------------|---|
| 1 | M L Graf-Steel and F A Steel |
| 3 | Mr A J Ferguson |
| 5 | D Thorns for J J M Thorns (lasting power of attorney) |
| 6 | C S Carr Briggs |
| 9 | H T Lockyer |
| 15 | C J Dennis |
| 16 | F B Stoddart |
| 19 | G Worters |

SCHEDULE B (form of lease approved by the Tribunal)

(showing amendments made by Applicants and approved by the Tribunal)

DATED

NEW LEASE OF A FLAT UNDER THE LEASEHOLD REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993

relating to

Flat [NUMBER] Clearwater House, Regency Walk, 2a Grosvenor Road, Richmond, Surrey, TW10 6PB

between

The Mayor and Burgesses of The London Borough of Richmond Upon Thames

and

Paragon Asra Housing Limited

and

[TENANT]

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LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

[TITLE NUMBER]

LR3. Parties to this lease

Landlord

The Mayor and Burgesses of the London Borough of Richmond Upon Thames whose registered office is at Civic Centre, 44 York Street, Twickenham, TW1 3BZ

Tenant

[TENANT] of Flat [NUMBER] Clearwater House, Regency Walk, 2a Grosvenor Road, Richmond, Surrey TW10 6PB

Other parties

Paragon Asra Housing Limited incorporated and registered in England and Wales with company number RS007536 whose registered office is at Third Floor, Pentagon House, 52-54 Southwark Street, London, SE1 1UN

LR4. Property

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

See the definition of "Property" in clause ~~1.11.11.1~~ of this lease and clause 1 of the Previous Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Term" in clause ~~1.11.11.1~~ of this lease.

LR7. Premium

£[PREMIUM PAYABLE IN FIGURES] [(PREMIUM PAYABLE IN WORDS)].

LR8. Prohibitions or restrictions on disposing of this lease This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease None.

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

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property None.

LR11. Easements

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

The easements included in the definition of "Incorporated Terms" in clause ~~1.11.11.1~~ of this lease which are set out in clause 2 of the Previous Lease].

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

The easements included in the definition of "Incorporated Terms" in clause ~~1.11.11.1~~ of this lease which are set out in clause 3 of the Previous Lease.

LR12. Estate rentcharge burdening the Property None.

LR13. Application for standard form of restriction

None.

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

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY]]

This lease is dated [DATE]

Parties

- (1) The Mayor and Burgesses of the London Borough of Richmond Upon Thames whose registered office is at Civic Centre, 44 York Street, Twickenham, TW1 3BZ (**Landlord**)
- (2) [TENANT] of Flat [xx] Clearwater House, Regency Walk, 2a Grosvenor Road, Richmond, Surrey TW10 6PB (**Tenant**)
- (3) Paragon Asra Housing Limited incorporated and registered in England and Wales with company number RS007536 whose registered office is at Third Floor, Pentagon House, 52-54 Southwark Street, London, SE1 1UN (**Management Company**)

BACKGROUND

- (A) The Landlord is the owner of the freehold reversion to the Property which is unregistered land at HM Land Registry.
- (B) The residue of the term of the Previous Lease is vested in the Tenant and is registered at HM Land Registry under title number [TITLE NUMBER].
- (C) Under Chapter II of Part I of LRHUDA 1993, the Tenant has the right to acquire a new lease of the Property.
- (D) The Tenant made a claim to exercise that right by giving notice of the claim to the Landlord dated 2 February 2022.
- (E) The Landlord admitted the claim by a counter-notice dated 8 April 2022.
- (F) Under section 56 of LRHUDA 1993, the Landlord has agreed to grant and the Tenant has agreed to take a lease of the Property on the terms set out in this lease.
- (G) On the grant of this lease, the Superior Lease is deemed to be surrendered and re-granted pursuant to paragraph 10 of Schedule 11 of LRHUDA 1993.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: a peppercorn, if demanded.

Incorporated Terms: all of the provisions of the Previous Lease (as varied by this lease).

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LRHUDA 1993: Leasehold Reform, Housing and Urban Development Act 1993.

Management Company Covenants: the obligations in this lease, and in the Head Lease, which include the obligations contained at clauses 5(1) to 5 (a) (b) inclusive of the Previous Lease, to be performed and observed by the Management Company.

Premium: £[PREMIUM PAYABLE IN FIGURES] ([PREMIUM PAYABLE IN WORDS] pounds).

Previous Lease: the lease of the Property dated [DATE] and made between (1) [LANDLORD] and (2) [TENANT] [and (3) [MANAGEMENT COMPANY] for a term of 125 years (less ten days) from the 26 June 1987 and ending on and including 16 June 2112 and registered at HM Land Registry under title number [TITLE NUMBER] (a certified copy of which is annexed to this lease at ~~ANNEX A~~ ANNEX A).

Previous Lease Annual Rent: the annual rent reserved by the Previous Lease.

Previous Lease Term: the term for which the Previous Lease was granted as set out [in clause 1 of the Previous Lease.

Previous Lease Term Date: 16 June 2112.

Property: the property known as Flat [NUMBER] Clearwater House, Regency Walk, 2A Grosvenor Road, Richmond, Surrey, TW10 6PB as described in the Previous Lease.

Rent Payment Date: 1 January.

Head Lease: the lease dated 26 June 1987 and made between (1) The Mayor and Burgesses of the London Borough of Richmond Upon Thames and (2) Anglia Housing Association. The residue of the term of the Head Lease is now vested in the Management Company.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

Term: a term of years from and including the date of this lease to and including 16 June 2202.

1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Previous Lease, the provisions of this lease shall prevail.

1.3 For the purposes of this lease only, references to the "the Association" in the Previous Lease shall be read as references to the Landlord in this lease.

Commented [SM1]: We have includes all of the covenants set out in clause 5

Commented [BC|JAL2R1]: Agreed

Commented [SM3]: As per the wording in the Previous Lease

Commented [BC|JAL4R3]: Agreed (although may need amending on a per lease basis)

Commented [BC|JAL5]: This is the correct definition and how it is used throughout the draft

Commented [SM6]: I am not able to see this date in the Previous Lease, please can you advise where this date has come from

Commented [BC|JAL7R6]: This date is arbitrary as the ground rent is a peppercorn – can be amended if you wish

2. Grant

2.1 In consideration of the Premium, the Landlord lets the Property to the Tenant:

(a) for the Term;

(b) with limited title guarantee;

(c) on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and

(d) with the Tenant paying as rent to the Landlord the Annual Rent.

3. Tenant Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants and to and including the Previous Lease Term Date, covenants with the Management Company to comply with those Tenant Covenants that are owed to the Management Company.

4. Landlord Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. Management Company Covenants

The Management Company covenants with Tenant to comply with the Management Company Covenants to and including the Previous Lease Term Date.

6. Landlord to assume management

From but excluding the Previous Lease Term Date:

- (a) the Landlord covenants with the Tenant to comply with the Management Company Covenants; and
- (b) the Tenant covenants with the Landlord to comply with those Tenant Covenants that immediately before that date were owed to the Management Company;

8. LRHUDA 1993

8.1 This lease is granted under section 56 of LRHUDA 1993.

8.2 No long lease created immediately or derivatively by way of sub-demise under this lease shall confer on the sub-tenant, as against the Landlord, any right under Chapter II of LRHUDA 1993 to acquire a new lease. For this purpose, "long lease" shall be construed in accordance with section 7 of LRHUDA 1993.

8.3 At any time during the period of:

- (a) 12 months ending with the Previous Lease Term Date; or
- (b) five years ending with the term date of this lease,

the Landlord may apply to the court for an order for possession of the Property on the basis that the Landlord intends to demolish, reconstruct or carry out substantial works of construction on the whole or a substantial part of any premises in which the Property is contained, and that the Landlord could not reasonably do so without obtaining possession of the Property. If the court makes such an order, the Tenant will be entitled to compensation from the Landlord for the loss of the Property.

8.4 The Landlord shall only be personally liable for breaches of any covenant for which it is responsible.

as if all of the provisions in the Incorporated Terms referring to the Management Company referred to the Landlord instead.

7. Variations to the Previous Lease

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as set out in [Schedule 1](#) and this lease shall be read and construed accordingly.

9. Registration of this lease

The Tenant shall:

- (a) apply to register this lease at HM Land Registry promptly following the grant of this lease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

10. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

10.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

11. Entire agreement

11.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

11.2

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OWKHULJKWVDQG
REOLJDWLRQVRI/DQGORUGDQG7HQDQWWKHUHXQGHUVKDOOHUHPDLQLQIXOOIR
UFHDQGHIIHFW
DQGDUHQRRWRWKHUZLVHDOWHUHGDPHQGHGUHYLVHGRUFKDJHG

11.3 Each party acknowledges that in entering into this lease and any documents annexed to it, it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

11.4 Nothing in this clause shall limit or exclude any liability for fraud.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Variations to the Previous Lease

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 1.1 This lease shall reserve the Annual Rent instead of, and not in addition to, the Previous Lease Annual Rent.
- 1.2 The Annual Rent shall be payable on or before the Rent Payment Date in each year of the Term.
- 1.3 All of the provisions in the Previous Lease relating to the Previous Lease Annual Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Term

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 2.1 The Previous Lease Term shall be deleted and replaced by the Term.

2.2 All of the provisions in the Previous Lease relating to the Previous Lease Term shall be read and construed as referring to the Term instead.

3. Deletion of clauses

For the purposes of this lease of [redacted], the provisions of the Previous Lease shall be varied by the deletion of the following clause[s] of the Previous Lease:

3.1 4(10)(b) & 4(10)(c);

3.2 4(11);

3.3 6(3); and

3.4 7.

3. Deletion of Clauses

For the purposes of this lease only, the provisions of the Previous Lease shall be varied by the deletion of the following clauses of the Previous Lease:

3.1 4(10)(b) & 4(10)(c)

3.2 4(11); and

3.3 6(3);

4. Replacement of clause

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

4.1 Clause 1 (of the Previous Lease shall delete reference to clause 2(1) and Clause 2 (2) and replaced by the following clause:

"In consideration of the sum of TWO HUNDRED AND FORTY NINE THOUSAND NINE HUNDRED AND FIFTY POUNDS (£249,950.00) being the agreed value of the premises hereby demised being paid on or before the execution hereof by the Tenant to the Association (the receipt whereof the Association hereby acknowledges) and of the

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covenants hereinafter reserved and contained the Association HEREBY DEMISES unto the Tenants ALL THAT Ground Floor Flat known as 1 Clearwater House Regency Walk 2A Grosvenor Road Richmond Surrey TW10 6PB which for the purposes of identification delineated and edged blue on the plan annexed hereto (hereinafter referred to as "the demised premises") TOGETHER WITH the rights set out in Clause 2 hereof TO HOLD the demised premises unto the Tenant for a term of One Hundred and Twenty Five Years (less ten days) from the Twenty Sixth day of June One Thousand Nine Hundred and Eighty Seven BUT SUBJECT to the exceptions reservations and other matters set out in Clause 3 hereof and

to the provisions for determination hereinafter provided and paying during the said term annually in advance on the anniversary of the date of commencement of this Lease or on such other date and for such period and in such other manner as the Association shall from time to time determine and shall have given notice to the Tenant a maintenance and service charge (hereinafter referred to as "the service charge") to the Association which charge shall be an equal twenty-fourth share payable in respect of the matters referred to in Clause 3 (1) of the Schedule hereto and an equal nineteenth share payable in respect of the matters referred to in Clause 3(2) of the Schedule hereto

Clause 4(10) (c) of the Previous Lease shall be replaced by the following clause:

Sub-clause (b) shall not apply to any mortgagee or chargee of this Lease of whom the Landlord has notice pursuant to clause 4 (12) here of exercising its power of sale and in the event of such a Mortgagee wishing to assign the demised premises it shall first send written Notice of its intention to do so by recorded delivery post to the Landlord and once this notice is served the Mortgagees shall be free to assign the demised premises for the

Commented [SM10]: We do not see why the removal of "not to assign or charge part only of the demised premises" has been removed. We do not agree to the amendment to the alienation clause.

Commented [BC|JAL11R10]: I have emailed you separately on these points and await your reply.

Commented [SM12]: Clause 1 of the Previous Lease has mention Schedule 2 (1) and Schedule 2 (2) in error.

Commented [BC|JAL13R12]: Happy to agree this amendment to clause 1, but removal of our proposed amendment to 4(10)(a) is not agreed

consideration aforesaid to any third party who is within the objects of the Landlord's registered Rules or Constitution and being a person of at least 55 years of age who in the opinion of the Landlord (reasonably exercised) is a person in need of and not unsuitable for sheltered housing in accordance with the criteria established by the Landlord subject to the payment of the Landlord of the amounts referred to in the following sub-clause:

4.1 Clause 4(10)(a) of the Previous Lease shall be deleted and replaced by the following clause:

"4(10)(a) Not to underlet or part with part only of the demised premises nor to assign or share part only of the demised premises (as distinct from the whole)"

4.2 Clause 6(2) of the Previous Lease shall be deleted and replaced by the following clause:

"If the service charge shall remain unpaid for fifteen days after becoming payable (whether formally demanded or not) or if any of the covenants on the Tenant's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Company at any time thereafter to re-enter the demised premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to the right of action of the Company in respect of any breach of the Tenant's covenants hereinbefore contained

4.3 Clause 7(1)(b) of the Previous Lease shall be deleted and replaced by the following clause:

"Forthwith upon receipt of any such notice the Association shall take all steps as shall be reasonable within their power to procure the grant of a new Lease to a suitable person for a consideration equal to the repayment sum (as hereinafter defined) but otherwise on the same terms and conditions as this Lease."

4.4 Clause 7(7) of the Previous Lease shall be deleted and replaced by the following clause:

"This Lease shall notwithstanding service of notice by the Tenant of a Mortgage of the Lease pursuant to sub-clause (1) hereof continue in full force and effect and the service charge shall continue to be due and payable until completion of the grant of a new Lease by the Association"

Commented [SM14]: We do not see why the removal of "not to assign or charge part only of the demised premises" has been removed. We do not agree to the amendment to the alienation clause.

Commented [BC|JAL15R14]: I have emailed you separately on these points and await your reply.

Signed as a deed by [NAME OF **Landlord**] in the presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]
OR

[SIGNATURE OF **Landlord**]

Executed as deed by [NAME OF **Landlord**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

Director OR Secretary

OR

Executed as deed by [NAME OF **Landlord**] acting by [NAME OF DIRECTOR] a director, in the presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]
Director

Director

Signed as a deed by [NAME OF **Tenant**] in the presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF **Tenant**]

Executed as deed by [NAME OF **Management Company**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

.....
[SIGNATURE OF FIRST DIRECTOR]
Director

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]
Director OR Secretary

Director OR Secretary

OR

Executed as deed by [NAME OF **Management Company**] acting by [NAME OF DIRECTOR] a director, in the presence of:

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]
Director

Director

