

. 454



**LONDON RENT ASSESSMENT PANEL**

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION FOR A DETERMINATION THAT A BREACH OF COVENANT OR CONDITION IN THE LEASE HAS OCCURRED UNDER SECTION 168(4) OF THE COMMONHOLD AND LEASEHOLD REFORM ACT 2002**

**Case Reference:** LON/00AC/LBC/2012/0098

**Premises:** Flat 7 Torrington Close, Torrington Park, Finchley, London N12 9TL

**Applicant:** Daejan Properties Limited (Landlord)

**Respondents:** Mr K. Cummins and Mrs E. Cummins (Leaseholders)

**Tribunal:** Mr L. W. G. Robson LLB(Hons)

**Decision Date:** 18th September 2012

**Tribunal:**  
Mr L.W.G. Robson LLB(Hons) .

**Preliminary:**

1. In an application received on 24<sup>th</sup> July 2012 the Applicant applied for a determination under Section 168(4) of the Commonhold and Leasehold Reform Act 2002 (the Act) that breaches of the lease of the property dated 9<sup>th</sup> January 1973, and a supplemental lease dated 20<sup>th</sup> March 2003 (together hereafter referred to as "the Lease") had occurred, prior to the issue of a notice under Section 146 of the Law of Property Act 1925. The Respondents are the current Leaseholders. An extract from Section 168 is attached as Appendix 1, and a copy of the Lease is attached as Appendix 2 below.

2. Pre-trial Directions were given on 27<sup>th</sup> July 2012 (as amended on 2<sup>nd</sup> August 2012) for a paper determination in the week commencing 17<sup>th</sup> September 2012. The Applicant made written submissions on 17<sup>th</sup> August 2012. The Respondents made no written submissions and did not attend the hearing. The Respondents had corresponded with the Applicant on 27<sup>th</sup> April 2012 from the property address but took no part in the proceedings. It is unclear to the Tribunal from the papers if an interested party (such as a mortgagee) exists. The parties should ensure that any interested party receives proper notice of this decision and any further proceedings.
3. The Applicant seeks:
  - (i) an order that the Respondents are in breach of covenant by erecting an unauthorised structure at the property.
  - (ii) An order that the Respondent is in breach of covenant by failing to pay the sum of £476.16 by way of service charge and insurance premiums under the Lease.

#### **Evidence**

4. The Applicant alleged breaches of the following provisions in the Lease: Clause 5(1) (failure to pay rent), clause 5(8) (failure to pay service charge), 5(15) (failure to pay insurance), 5(16) (failure to obtain consent for changes alterations or additions to the property), and 5(25) (failure to obtain consent to alter “the height or character of the fences walls or hedges” of the property).
5. The Applicant submitted that the Respondents had admitted to building an unauthorised structure in a letter dated 27<sup>th</sup> April 2012, in which they had sought to justify erection of the structure. From the photograph in the bundle it appeared that the structure concerned was a timber and perspex lean-to patio shelter attached to the rear wall of the building. Despite request they had failed to remove it.
6. It was further submitted that the Respondents had failed to pay various sums under the Lease totalling £2,134.93 as at 14<sup>th</sup> August 2012. Giving credit for a sum offered on 6<sup>th</sup> August of £1,658.77, the Respondents still owed £476.16. The Tribunal notes that no breakdown of this sum into rent, insurance or service charge was provided.

#### **Decision**

7. The Tribunal considered the submissions and evidence. As a preliminary point, the Tribunal noted that in respect of the sums allegedly unpaid under the Lease, it is unnecessary for a Section 146 Notice to be issued. A determination under Section 168(4) could only be sought as a precursor to a service of a Section 146 Notice. Arrears of rent are within the jurisdiction of the Court but not this tribunal. Other charges under the Lease are more properly dealt with by an application under Section 27A of the Landlord & Tenant Act 1985. However an unauthorised structure

could form the subject of a Section 146 notice, and thus a determination under Section 168(4) was appropriate.

8. The Tribunal considered the terms of clauses 5(16) and 5(25) of the Lease. Clause 5(16) is rather compendious, but the relevant part states:

*“NOT at any time during the said term without the previous consent in writing of the Lessor and Superior Lessor ...to erect make or maintain... on the demised premises... any building erection or improvement... or make or permit or suffer to be made any material change alteration or addition whatsoever in or to the buildings... or to the appurtenances thereof ... or cut maim or injure ... any of the walls timber girders ceilings roof or floors thereof ...”.*

Clause 5(25) is mercifully shorter:

*“ Not to make any alteration to the height or character of the fences walls or hedges of the demised premises hereby demised without the consent in writing of the Lessor”.*

9. The Tribunal was satisfied from the evidence that the structure complained of was not authorised. It had been regarded by the Respondents in their letter dated 27<sup>th</sup> April 2012 as an improvement. It was undoubtedly an erection, also an addition to the buildings and possibly also the appurtenances (e.g. the patio). It was also likely that the rear wall of the building had been cut or “injured” in some way to attach the structure to the wall, although this was not clear from the evidence. Thus the Tribunal decided that a breach of clause 5(15) had been proved.
10. The Tribunal decided that it was debateable whether a lean-to shelter attached to a building wall could properly be described as altering the height or character of any wall, particularly as the list given in the clause suggested a context of boundary walls. Without further evidence and argument, the Tribunal declined to find that there was a breach of clause 5(25).
11. The Tribunal therefore determined that a breach of a covenant or condition in the Lease, namely clause 5(15) has occurred and granted that part of the application made by the Applicant pursuant to Section 168(4) of the Act.

Signed: Lancelot Robson  
Chairman



Dated: 18<sup>th</sup> September 2012

## **Appendix 1**

### **Section 168(4) Commonhold and Leasehold Reform Act 2002**

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

**Appendix 2**

Leases dated 9<sup>th</sup> January 1973 and 20<sup>th</sup> March 2003

**See attached**

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PRODUCED BY FINANCE ACT 1931  
1973 73594  
INLAND REVENUE

54-82  
110  
10555000  
1973



is made the 9<sup>th</sup> day of January One thousand nine hundred and seventy-three BETWEEN

certified to be  
a true copy of  
the original  
L. M. M.

LARANO ESTATES LIMITED whose registered office is at Ling House  
Dominion Street in the City of London (hereinafter called "the  
Lessor" which expression shall where the context so admits include  
the estate owner or estate owners for the time being of the  
reversion of the premises hereby granted) of the one part and  
DAVID COLLIN BEDFORD of 62 Cumbrian Gardens N.W.2. (hereinafter  
called "the Lessee" which expression shall where the context so admits  
include his executors administrators and assigns) of the other part

W I T N E S S E T H that in consideration of the sum of TEN  
THOUSAND ONE HUNDRED POUNDS (£10,100) now paid by the Lessee to the  
Lessor (the receipt whereof the Lessor hereby acknowledges) and of  
the rents covenants and conditions hereinafter reserved and contained  
and on the part of the Lessee to be paid observed and performed as  
follows :-

Pol  
A. Calverley

1. THE Lessor hereby DEMISES unto the Lessee A L L THAT  
maisonette (hereinafter called "the lower maisonette") known as  
Number 7 Torrington Close Torrington Park Finchley in the London  
Borough of Barnet being the ground floor or lower maisonette of the  
building shown on the plan attached hereto and thereon edged red  
including the ceilings TOGETHER with the garage numbered edged red  
on the said plan TOGETHER ALSO with the garden coloured hatched  
green on the said plan AND TOGETHER ALSO with the pathways coloured  
brown on the said plan (the other maisonette comprised in the said  
building and not included in this demise being number 8 Torrington  
Close aforesaid being hereinafter referred to as "the lower  
maisonette") AND TOGETHER ALSO with the rights and privileges  
mentioned in the First Schedule hereto but EXCEPT AND RESERVING unto  
the Lessor and subject to the rights and privileges mentioned in the  
Second Schedule hereto T.O. HOLD the premises hereby demise  
(except and reserved as aforesaid) unto the Lessee from the Twenty

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fourth day of June One thousand nine hundred and seventy two for the term of SIXTY FIVE YEARS (less the last ten days of the said term) YIELDING AND PAYING therefor yearly during the said term the rent of TWENTY FIVE POUNDS without any deduction (except for Landlords Property Tax on the rent hereby reserved) by equal half yearly payments on the Twenty fifth day of December and the Twenty fourth day of June in every year the first of such payments or a proportionate part thereof from the date hereof to be made on the Twenty fifth day of December next \_\_\_\_\_

2. IT IS HEREBY AGREED AND DECLARED that if at any time any dispute shall arise between the Lessee and any other owner of any interest in any part of Torrington Close aforesaid or relating to the party or other walls hedges ditches structures roofs fences ways roadways passageways pathways sewers drains pipes or the combined drainage system (if any) or watercourses and other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or the liability or proportion of the liability of any person for the cost thereof or any nuisance or annoyance arising therefrom then and in every such case such dispute (provided the other party thereto shall also have agreed to become bound so to refer the same) shall be referred to the determination and award of the Surveyor for the time being of the Lessor which determination and award shall be final and binding on the Lessee who shall on submitting every such reference as aforesaid pay to such Surveyor his proper fee in respect of such determination and award \_\_\_\_\_

3. THE Lessee HEREBY COVENANTS with the Lessor that he will if at any time called upon to do so by the Lessor at the joint expense of the parties thereto enter into a Deed of Covenant with any person at that time having an interest in the upper maisonette in the same terms so far as circumstances will then permit as those contained in the Model Deed of Covenant set out in the Third Schedule hereto and that the Lessee will immediately after the execution of such Deed produce the same to the Lessor's Solicitors for registration and that the Lessee will upon every assignment or underlease of the said premises obtain the assignee or underlessee's covenant to observe and perform the covenants contained in the said Deed of Covenant \_\_\_\_\_

4. IT IS HEREBY AGREED AND DECLARED between the Lessor and the Lessee that the boundary fences hedges or walls shown on the said

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BOUND

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H137(1)

OFFICE COPY issued by

HARROW

DISTRICT LAND REGISTRY

Title No: NGL 220614

COPY (liable to distortion)

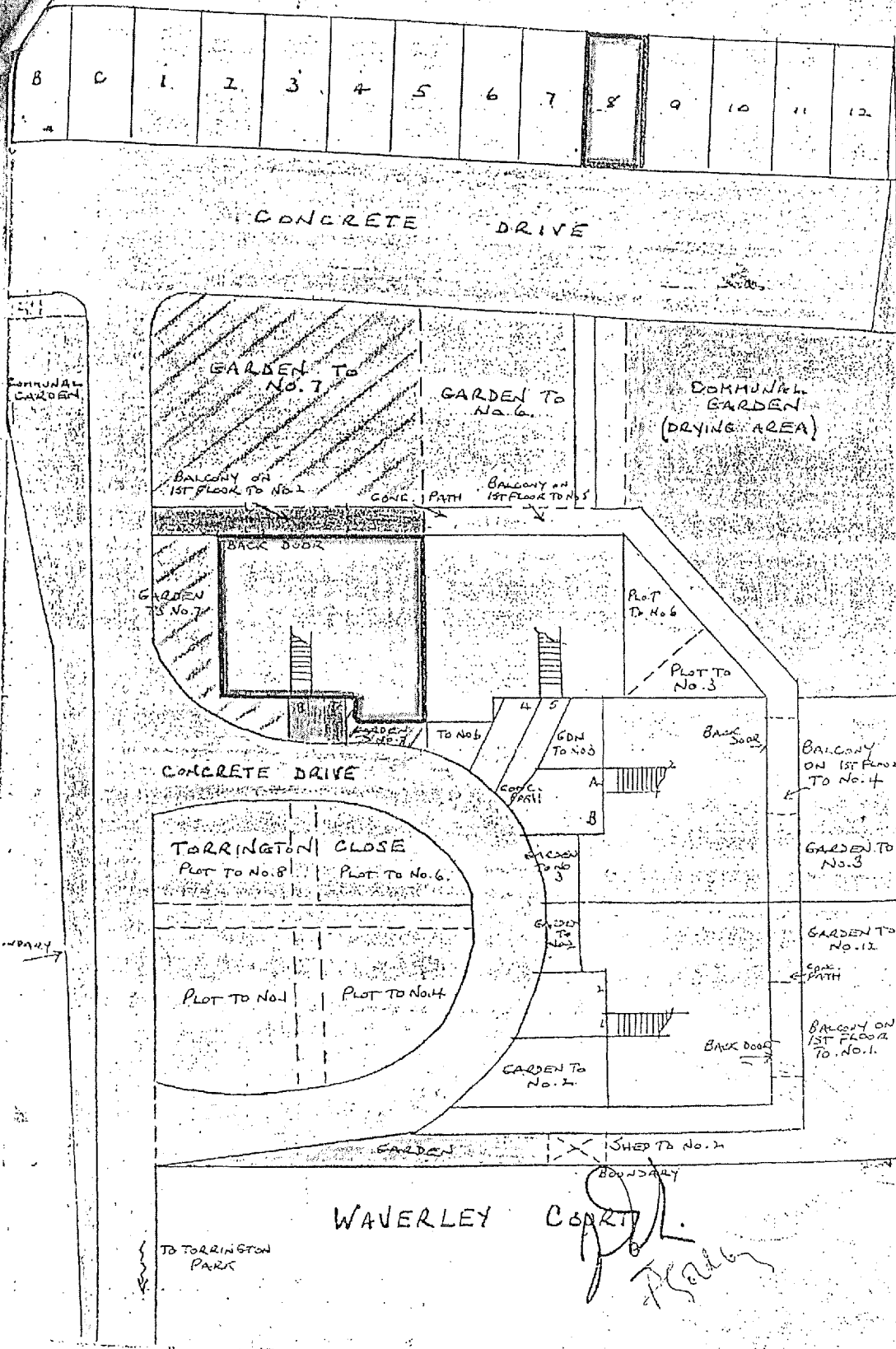
of plan to LEASE

dated 9-1-1973

(Revised)

H137(1)

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plan shall be party fences hedges or walls to be maintained and repaired at the joint expense of the Lessee and the tenants occupiers or owners for the time being of the adjoining property thereby separated or of Torrington Close aforesaid \_\_\_\_\_

5. THE Lessee HEREBY COVENANTS with the Lessor in manner following that is to say :- \_\_\_\_\_

- (1) To pay the rents hereby reserved at the times and in manner aforesaid without any deduction except as aforesaid \_\_\_\_\_
- (2) To pay and discharge (or to repay to the Lessor in the event of payment by it) all rates taxes duties assessments charges and outgoings whatsoever whether parliamentary parocnial or of any other description and whether of an annual or recurring nature or otherwise which now are or during the term hereby granted shall be imposed or charged on the demised premises or the Lessor or the Lessee or occupier in respect thereof except the Landlords Property Tax on the rent hereby reserved \_\_\_\_\_
- (3) From time to time during the said term to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance in obedience to a notice served by a Local Authority \_\_\_\_\_
- (4) Not to do or permit or suffer to be done anything whereby the Policy or Policies of Insurance for the time being subsisting on the demised premises against damage by fire and such other risks as aforesaid may become void or voidable or whereby the rate of premium thereon may be increased \_\_\_\_\_
- (5) In the year One thousand nine hundred and seventy three and thereafter once in every third year of the said term and also during the last year thereof to paint at a time to be appointed by the Lessor or its Surveyor for the time being and in a like colour as the said premises are at present painted or in such other colour as the Lessor or its Surveyor as aforesaid may direct all the outside wood and iron work of the demised premises and all additions thereto with two coats of good oil and white lead paint in a proper and workmanlike manner and with every outside painting to restore and make good the rough cast or stucco work wherever necessary \_\_\_\_\_
- (6) In the year One thousand nine hundred and seventy three and thereafter once in every seventh year of the said term and also during the last year thereof to paint all the interior of the demised premises and all additions thereto usual or proper to be painted with \_\_\_\_\_



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two coats at least of good oil and white lead paint in a proper and workmanlike manner and also at such times as last aforesaid to grain varnish whitewash colour and paper such parts of the interior of the demised premises and all additions and future buildings as aforesaid as are usually so treated—

(7) FROM time to time and at all times during the said term well and substantially to repair uphold support cleanse maintain drain amend and keep the premises hereby demised and in particular any part of the said demised premises which may provide support for the lower maisonette and all new buildings which may at any time during the said term be erected on and all additions made to the said demised premises and the fixtures therein and all sewers drains pathways passageways easements and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever and in particular to keep the floors of the said demised premises in good condition and free from all leakage of water or other elements or things which might in any way damage or affect the upper maisonette—

(8) AT all times during the said term to pay and contribute a rateable or due proportion of the expenses of making repairing maintaining painting supporting rebuilding and cleansing all roofs lofts (including the joists and struts thereof) ways roads Courtyards passageways pathways sewers drain pipes watercourses water pipes cisterns gutters party walls party structures and gates fences hedges and ditches (if any) easements and appurtenances belonging to or used or capable of being used by the Lessee in common with the Lessor or the tenants or occupiers of the premises near to or adjoining the premises hereby demised or of which the said demised premises form a part or such proportion in the case of difference to be settled by the Surveyor for the time being of the Lessor whose decision shall be binding and to keep the Lessor indemnified against all costs and expenses aforesaid—

(9) ALL that the hereby demised premises so painted repaired upheld cleansed maintained drained amended and kept as aforesaid at the expiration or sooner determination of the said term quietly to yield up unto the Lessor together with all new buildings additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the said demised premises and which during the said term may be affixed or fastened to or upon the same except tenants fixtures—

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- (10) That the Lessee will pay to the Lessor all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Section 146 or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court \_\_\_\_\_
- (11) TO permit the Lessor and the Superior Lessors or their agents at all reasonable times during the said term with or without workmen or others to enter the premises hereby demised and examine the state of repair and condition thereof and during the last seven years of the said term to take schedules or inventories of the fixtures and other things to be yielded up at the expiration of the said term And also to repair and make good all defects and wants of reparation which shall be discovered on any such examination and of which notice in writing shall be given by the Lessor to the Lessee within three calendar months after the giving of such notice \_\_\_\_\_
- (12) IF the Lessee shall make default in any of the covenants hereinbefore contained for or relating to the repair of the premises hereby demised it shall be lawful for the Lessor (but without prejudice to the right of re-entry under the clause hereinafter contained) to enter upon the said demised premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be repaid by the Lessee to the Lessor on demand and shall be recoverable in like manner as rent in arrear \_\_\_\_\_
- (13) To permit the Lessor and the tenants or occupiers of the adjoining premises and their respective agents or workmen at any time or times during the said term at reasonable hours in the daylight to enter upon the premises hereby demised for executing repairs or alterations of or upon such adjoining premises making good to the Lessee all damage thereby occasioned but without payment of compensation for any annoyance nuisance or inconvenience caused to the Lessee \_\_\_\_\_
- (14) TO permit the Lessor and the tenants or occupiers for the time being of the premises of which the premises hereby demised form part or any person or persons authorised by it or them respectively in that behalf to enter upon the said demised premises for the purpose of constructing laying down altering repairing cleansing emptying or maintaining any sewers watercourses cesspools gutters drains water

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pipes electric wires or gas pipes in connection with or for the accommodation of adjoining property and in particular the premises of which the said demised premises form part doing as little damage as may be to the said demised premises and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without making any compensation for any temporary damage or inconvenience.

(15) Forthwith to insure and at all times during the said term to keep insured against loss or damage by fire storm tempest lightning explosion aircraft and such other risks as the Lessor shall from time to time deem necessary the demised premises and all buildings erections and fixtures of an insurable nature which are now or may at any time during the said term be erected or placed upon or affixed to the demised premises in such insurance office and through such agency as the Lessor shall nominate in a sum equal at least to the full value (as the same may be determined by the Lessor from time to time) in the joint names of the Lessor the Superior Lessor and the Lessee with the name or names of any other person or persons legally or beneficially interested in the demised premises and to pay all premiums necessary for that purpose within seven days after the same shall become due and to produce to the Lessor and the Superior Lessor the Policy for every such insurance whenever required and also to produce to the Lessor each year at the time of payment of the rent hereby reserved the receipt for the premiums paid in respect of such insurance for the then current year and to produce such receipt to the Superior Lessor if required And in case default shall be made in effecting or keeping on foot such insurance or producing such receipts it shall be lawful for the Lessor (but without prejudice to the power of re-entry under the Clause hereinafter contained) to insure and the Lessee will forthwith repay all sums expended in effecting or keeping on foot such insurance And in case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and as often as the same shall happen with all convenient speed to lay out all moneys received in respect of such insurance in rebuilding repairing or otherwise reinstating the demised premises in a good and substantial manner to the satisfaction of the Surveyor for the time being of the Lessor and in case the moneys received in respect of the said Insurance shall be insufficient for the purpose to make good the

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deficiency out of the Lessee's own moneys

- (16) NOT at any time during the said term without the previous consent in writing of the Lessor and the Superior Lessor and except in accordance with plans elevations sections and specifications previously submitted to and approved by the Lessor to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any building erection or improvement or unite or in any way annex the demised premises or any part thereof to any premises adjoining or make or permit or suffer to be made any material change alteration or addition whatsoever in or to the buildings now erected or which may be hereafter erected thereon or on any part thereof or in or to the appurtenances thereof or in or to the use of the demised premises or any part thereof or cut main or injure or suffer to be cut maimed or injured any of the walls timber girders ceilings roof or floors thereof And if the Lessor and the Superior Lessor shall consent in writing as aforesaid to apply to the local planning authority as defined by the Planning Act (which is meant in this Lease the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force and all Statutory Instruments or Orders made under or in pursuance of any such Act or Acts) for any necessary permission to erect make or maintain such building erection alteration improvement material change or addition and also to make such application in the name or on behalf of the Lessor and all other persons (if any) for the time being interested in the demised premises and at all times to indemnify and keep indemnified the Lessor against all proceedings costs expenses claims and demands whatsoever in respect of the said application
- (17) WITHIN seven days of the receipt by the Lessee of the same to supply a copy to the Lessor of any Notice or Order or proposal for a Notice or Order made given or issued or any Licence Consent or Permission given or issued to the Tenant by virtue of the Planning Act or any Notice Requisition or Direction given or made by any third party affecting the demised premises or likely to affect the premises and on demand to produce to the Lessor such Notice Order Licence Consent Permission Requisition or Direction
- (18) SUBJECT as hereinafter provided without delay and at the expense of the Lessee to take any reasonable or necessary steps to comply with any such Notice Order Licence Consent or Permission and to permit

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the Lessor at all reasonable times to enter upon the demised premises to inspect the same for the purposes of ensuring that any such Notice Order Licence Consent or Permission shall have been duly complied with \_\_\_\_\_

(19) AT the request and cost of the Lessor to make or join with the Lessor in making such objection or objections or representation or representations or appeal against or in respect of any such Notice or Order Requisition or Direction or proposal therefor as the Lessor may deem expedient \_\_\_\_\_

(20) Not to do or omit or suffer to be done or omitted any act matter or thing in or respecting the demised premises required to be omitted or done by the Planning Act or which shall contravene the provisions of the Planning Act or any of them And to comply in all respects at the Lessee's cost with any conditions subject to which any permission for development or use has or shall be granted in relation to the demised premises And at all times hereafter to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims and demands whatsoever arising as a result either directly or indirectly of any breach of this covenant \_\_\_\_\_

(21) NOT at any time during the said term to instal or erect or place on in or about the demised premises machinery of any kind nor any electrical or mechanically driven apparatus which may become a nuisance annoyance or inconvenience to the Lessor or its tenants respectively or occupiers of the said adjoining or neighbouring premises \_\_\_\_\_

(22) NOT to place or allow to be placed any sign board placard or brass or other plate on any part of the premises hereby demised and not at any time during the said term to carry on or permit to be carried on any trade manufacture or business of any description on the demised premises or permit the same to be occupied or used in any other manner than as a self-contained maisonette for residential purposes in one occupation only \_\_\_\_\_

(23) TO use the garden forming part of the premises hereby demised as a garden only and to keep the same clean neat and properly tended and will not convert the same to any other use whatsoever \_\_\_\_\_

(24) Not to obstruct any of the roadways courtyard passageways or pathways shown on the said plan nor open or permit to be opened without the written consent of the Lessor any trench or trenches therein \_\_\_\_\_

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- (25) Not to make any alteration to the height or character of the fences walls or hedges of the premises hereby demised without the consent in writing of the Lessor \_\_\_\_\_
- (26) Not to do or permit any waste spoil or destruction to or upon the demised premises nor to do or permit to be done in or upon the demised premises any illegal or immoral act nor any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor or its tenants or the tenants or occupiers of the adjoining premises or to the neighbourhood \_\_\_\_\_
- (27) UPON every assignment devolution disposition underlease or agreement for tenancy of the demised premises or any part thereof whether by express deed or by operation or implication of law within twenty one days after the assignment devolution disposition underlease or agreement for tenancy to give to the Lessor's Solicitors and to the Superior Lessors Solicitors if required notice in writing thereof specifying in such notice the name and address of the assignee or personal representative or other person in whom the term or any part thereof may have become vested and to produce the Assignment Probate Letters of Administration Counterpart Lease or Agreement for Tenancy or other evidence of devolution at the offices of the said Solicitors respectively for registration and to pay the Lessors Solicitors a fee of Five pounds twenty five for each such registration and to pay the Superior Lessors solicitors a fee of one guinea for each such registration \_\_\_\_\_
- (28) Not during the last seven years of the said term to assign underlet or part with or share the possession of the demised premises or any part thereof without the previous consent in writing of the Lessor \_\_\_\_\_
6. THE Lessor HEREBY COVENANTS with the Lessee in the manner following that is to say : \_\_\_\_\_
- (1) That in the event of the Lessor at any time disposing of the upper maisonette for any interest the Lessor will impose on the person acquiring such interest an obligation to enter at the joint expense of the parties thereto into a Deed of Covenant with the Lessee in the same terms so far as circumstances will then permit as those contained in the model Deed of Covenant set out in the Third Schedule hereto and it is hereby declared that in such event pending the execution by such person of such Deed the Lessor will hold the benefit of this covenant in trust for the Lessee \_\_\_\_\_

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(2) THAT the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the premises hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the Lessor its successors in title or any person or persons claiming under or in trust for it or them

(3) To pay the rent reserved by the Lease under which the Lessor holds inter alia the property hereby demised and to perform and observe the covenants on the part of the Lessee therein contained except insofar as the same are to be performed and observed by the Lessee under the covenants on his part hereinbefore contained

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows :-

(1) That if the rent hereby reserved or any part thereof shall be in arrear for Twenty one days after the same shall have become due whether the same shall have been legally demanded or not or in the event of any breach non-performance or non-observance of any of the covenants conditions and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf to enter into or upon the premises hereby demised or any part thereof in the name of the whole and peaceably to hold and enjoy the same thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

(2) That any notice hereby required or authorised to be given to the Lessor or Lessee respectively shall be in writing and may be given in any of the modes provided by Section 196 of the Law of Property Act 1925 with respect to notices to be given to Lessors or Lessees (as the case may be) under that Act

(3) The Lessor shall not be responsible for any injury accident damage loss or inconvenience done or occasioned to the Lessee or the Lessee's servants visitors or persons claiming through or under the Lessee or to the demised premises caused by reason of any neglect or default of the Lessor the Lessee or occupiers of any of the adjoining maisonettes or those claiming under it or them respectively

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- (4) That words importing the masculine gender include also the feminine gender and that words importing the singular number include also the plural number and where there are two or more persons included in the term "Lessee" the covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally—
- (5) The Lessee shall not by virtue of this demise be deemed to have acquired or be entitled to nor shall he during the term hereby created acquire or become entitled by reason of length of enjoyment prescription or by any other means whatsoever in respect of the demised premises any right of air or light or other easement from or over or affecting any adjoining land or property belonging to the Lessor or the Superior Lessor or their predecessors in title—

8. IT IS HEREBY DECLARED AND CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than the rent exceeds the sum of FIFTEEN THOUSAND POUNDS —

I N W I T N E S S whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first above written—

## — THE FIRST SCHEDULE —

### RIGHTS AND PRIVILEGES GRANTED TO THE LESSEE

1. The right for the Lessee and all persons authorised by him in common with the Lessor its tenants and servants and all persons authorised by it or them to pass and repass at all times and for all purposes connected with the use of the premises hereby demised as a private dwellinghouse over and along the roadway coloured yellow on the said plan including the extension thereof to Torrington Park aforesaid and also over and along the pathway shown coloured blue on the said plan as to the said roadways with or without vehicles of any description and as to the said pathway on foot only and the right as aforesaid to use in common as aforesaid the communal gardens shown coloured green on the said plan the Lessee from time to time contributing a due proportion of the expenses of keeping and maintaining such roadways gardens pathways other than that coloured blue on the said plan in good repair —
2. The right with servants workmen and others at all reasonable times on notice except in the case of emergency to enter into and



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upon the upper maisonette and upon the property adjoining the said demised premises for the purpose of cleansing when necessary and executing repairs and alteration to the said demised premises as the same shall be necessary causing as little damage as possible and making good to the tenants or occupiers of such adjoining property without any unreasonable delay all damage thereby occasioned

3. The right to support from the upper maisonette and the buildings adjoining (if any) the premises hereby demised as the same is at present enjoyed

4. The free and uninterrupted right of passage and running of water and soil gas and electricity in common (where appropriate) with all others using the same from and to the premises hereby demised through the sewers drains watercourses water pipes cisterns gutters gas pipes electric wires and meters which are now and may hereafter during the term hereby granted be in or under the other buildings and land of the Lessor (including the upper maisonette) the Lessee from time to time contributing a due proportion of the expenses (if any) of keeping and maintaining such services as are used jointly with others in a proper state of repair

5. The right to use the water tank in the Loft of the said building which gives supply to the premises hereby demised and to the upper maisonette and to the free and uninterrupted passage and running of water from and to the said water tank through the service and other pipes which now are or may at any time hereafter be in or passing through the upper maisonette the Lessee from time to time contributing a fair proportion of the expenses of keeping maintaining repairing and replacing the said tank and pipes

6. The right to erect and maintain in the loft or on the roof of the said building in a position approved by the Lessor a single mast and to attach thereto television and/or wireless aerials of a design approved by the Lessor and to run wires from such aerials on the outer walls of the upper maisonette to connect to the television or wireless receiving sets in the premises hereby demised the Lessee making good to the tenants or occupiers of the upper maisonette and adjoining premises without any unreasonable delay all damage which shall at any time be occasioned to the upper maisonette or adjoining premises by such installation

7. The right to at all reasonable times on notice to enter with or without workmen and others into and upon the loft of the said building

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for the purpose of inspecting repairing replacing or altering the installation of such water tank and television and/or wireless aerial the Lessee executing such work with all dispatch causing as little disturbance as possible and making good to the tenant or occupier of the upper maisonette without any unreasonable delay all damage thereby occasioned and to all decorations fixtures and moveable chattels therein

— THE SECOND SCHEDULE —

EXCEPTIONS AND RESERVATIONS

1. The right for the owner and occupier of the upper maisonette and all others who have or may have the like right and all persons authorised by him or them to pass and repass on foot only at all times and for all purposes connected with the use and enjoyment of the lower maisonette as a private dwellinghouse over and along the pathways shown coloured brown on the said plan
2. The right for the Lessor or the Superior Lessor at any time hereafter to build or rebuild on any adjoining or neighbouring land according to such plans (whether as to height extent or otherwise) and in such manner as the Lessor shall think fit notwithstanding any interference thereby occasioned to the access of light or air to the premises hereby demised
3. The right for the Lessor and the tenants and occupiers of the adjoining and adjacent premises including the building of which the premises hereby demised form part or any person or persons authorised by it or them respectively to enter upon the said demised premises or any part thereof at all reasonable times for any of the purposes mentioned and subject to the provisions contained in the covenants hereinbefore contained on the part of the Lessee to permit such entry
4. The right of support to the upper maisonette and the buildings (if any) adjoining the premises hereby demised as the same is at present enjoyed from the said demised premises
5. The free and uninterrupted right of passage and running of water and soil and electricity in-common (where appropriate) with the Lessee from and to the other buildings and land of the Lessor and its tenants respectively adjoining or near to the premises hereby demised (including the lower maisonette) through the sewers drains watercourses water pipes cisterns gutters gas pipes electric wires and meters which are now and may hereafter during the term hereby granted be in or under

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the said demised premises \_\_\_\_\_

— THE THIRD SCHEDULE —

(SPECIMEN DEED OF COVENANT)

T H I S D E E D O F C O V E N A N T is made the  
day of \_\_\_\_\_ One thousand nine  
hundred and \_\_\_\_\_ B E T W E E N DAVID COLIN BEDFORD  
of 62 Cumbrian Gardens London N.W.2. (hereinafter called "the First  
Lessee") of the one part and  
of \_\_\_\_\_  
in the County of \_\_\_\_\_ (hereinafter called "the Second  
Lessee") of the other part \_\_\_\_\_

W H E R E A S :— \_\_\_\_\_

- (1) This deed is Supplemental to the two Leases (short particulars whereof appear in the Schedule hereto) whereunder the First Lessee is the Lessee of the premises described therein as the lower maisonette and the Second Lessee is the Lessee of the premises described therein as the upper maisonette \_\_\_\_\_
- (2) Each of the said Leases contained covenants with the Lessor by the Lessee thereunder to do certain repairs and other works in relation to the premises thereby demised respectively \_\_\_\_\_
- (3) Each of the said Leases also contains a covenant with the Lessor by the Lessee thereunder that the said Lessee will if at any time called upon to do so by the Lessor enter into a Deed of Covenant with any person at that time having any interest in the lower maisonette or the upper maisonette (as the case may be) in the same terms so far as possible as those contained in the model Deed of Covenant set out in the Third Schedule to the said Leases \_\_\_\_\_
- (4) The Lessor under the said Leases has in pursuance of the above recited covenant called upon the parties hereto respectively to enter into this Deed which the parties hereto have agreed to do \_\_\_\_\_

N O W in pursuance of the said agreement and in consideration of the premises THIS D E E D W I T N E S S E T H as follows :—

1. THE First Lessee hereby covenants with the Second Lessee that he will from time to time and at all times well and substantially repair uphold support cleanse maintain drain amend and keep the lower maisonette as defined in the said Leases and in particular any part thereof which may provide support for the upper maisonette as similarly defined and all new buildings which may at any time be erected on and all additions made to the lower maisonette and the

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fixtures therein and all party and other walls and fences hedges (if any) sewers drains pathways passageways easements and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever \_\_\_\_\_

2. THE Second Lessee hereby covenants with the First Lessee that he will from time to time and at all times well and substantially repair uphold support cleanse maintain drain amend and keep the upper maisonette and all new buildings which may at any time be erected on and all additions made to the upper maisonette and the fixtures therein and all party and other walls and fences hedges (if any) sewers drains pathways passageways easements and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever and in particular keep the floors of the upper maisonette in good condition and free from all leakage of water or other elements or things which may in any way damage or affect the lower maisonette \_\_\_\_\_

3. IT IS HEREBY AGREED AND DECLARED that if either of the parties hereto shall make default in the observance or performance of any of the above covenants on his part to be observed and performed it shall be lawful for the other to enter upon the premises of the one making such default and carry out any works thereon necessary for compliance with the covenant in respect whereof default has been made at the expense of the person making such default and the expenses of such works shall be repaid on demand to the party who has carried them out \_\_\_\_\_

4. IT IS HEREBY FURTHER DECLARED that if either of the parties hereto acquires any greater interest than the interest which he now has in the lower maisonette or the upper maisonette as the case may be the covenants herein contained and on his part to be observed and performed shall not merge in such greater interest but shall continue to be binding upon the said party \_\_\_\_\_

5. IN this Deed the expressions "the First Lessee" and "the Second Lessee" include their respective Executors Administrators and Assigns and (where the context so admits) the owner or owners for the time being of any interest in the lower maisonette or the upper maisonette as the case may be \_\_\_\_\_

I N W I T N E S S whereof the Lessor has hereunto caused its common seal to be affixed and the Lessee has hereunto set his hand

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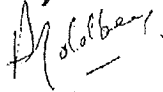
ISSUED BY THE HARROW DISTRICT LAND REGISTRY

and seal the day and year first above written \_\_\_\_\_

( THE COMMON SEAL of MARANO  
( ESTATES LIMITED was hereunto  
( affixed in the presence of :-



Director



Secretary

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ISSUED BY THE HARROW DISTRICT LAND REGISTRY

RR File  
NEW 22/2/44

DATED 9<sup>th</sup> January 1973

MARANO ESTATES LIMITED

- to -

D. C. BEDFORD, ESQ.

*Lease*

- of -

LOWER MAISONETTE 7 TORRINGTON  
CLOSE, TORRINGTON PARK in  
the London Borough of BARNET  
AND GARAGE

FROM 24th June 1972

FOR years (less 10  
days) 65

EXPIRES 2037

RENT : £25 per annum

Dated: 20 March 2003

**S U P P L E M E N T A L L E A S E**

re: 7 Torrington Close

Torrington Park

Finchley

London N12 9TZ

**B E T W E E N**

**DAEJAN PROPERTIES LIMITED**

and

**FAY SHAW**

Wallace & Partners  
One Portland Place  
London W1B 1PN  
Tel: 0207-636 4422  
Fax: 0207-636 3736  
Ref: A6.D2372.197

H.M. LAND REGISTRY  
LAND REGISTRATION ACTS 1925-1988

London Borough: **Barnet**  
*Freehold*  
Leasehold Title No: **MX78551**  
*Leasehold Title No: NGL 220614*  
Property: **7 Torrington Close Torrington Park  
Finchley London N3**

**THIS LEASE** is made the *20* day of *March* 2003

**BETWEEN:**

- (1) **DAEJAN PROPERTIES LIMITED** of 158-162 Shaftesbury Avenue London WC2H 8HR (hereinafter called "the Landlord"); and
- (2) **FAY SHAW** of 7 Torrington Close Torrington Park London N3 (hereinafter called "the Tenant")

**RECITALS**

- A The Landlord is the freehold owner of the property known as Torrington Close Torrington Park London N3 ("the Building")
- B By a lease ("the Previous Lease") dated 9<sup>th</sup> January 1973 and made between Marino Estates Limited (1) David Colin Bedford (2) the property known as 7 Torrington Close Torrington Park London N3 ("the Premises") was demised to David Colin Bedford for a term of 65 years (less 10 days) from 24 June 1972
- C The reversion expectant on the termination of the Previous Lease is now vested in the Landlord and is registered at HM Land Registry under Title number MX78551 and the Previous Lease is now vested in the Tenant and is registered at HM Land Registry under Title number NGL220614
- D The Tenant in exercise of her rights under Chapter II of Part 1 of the Leasehold Reform Housing & Urban Development Act 1993 ("the Act") has required the Landlord to grant her a new lease of the Premises and the Landlord has agreed to do so on the terms set out below.

*⊗ with car parking space and garden*



- E This Lease is granted pursuant to Section 56 of the Act
- F This is a new Lease for the purposes of Section 1 of the Landlord and Tenant (Covenants) Act 1995.

1. **DEMISE**

In consideration of the sum of **THIRTY ONE THOUSAND FIVE HUNDRED POUNDS (£31,500)** receipt of which the Landlord hereby acknowledges the Landlord with limited title guarantee demises to the Tenant the Premises **TO HOLD** the Premises to the Tenant **TOGETHER WITH** the rights granted by the Previous Lease but **EXCEPTING AND RESERVING** to the Landlord the matters excepted and reserved by the Previous Lease for a term of 155 years (less 10 days) from 24 June 1972 **YIELDING AND PAYING FIRSTLY** a rent of one peppercorn per annum (if demanded) **AND SECONDLY** on demand such sums as are payable under clause 5 (8) of the Previous Lease **AND THIRDLY** on demand all other sums payable by the Tenant hereunder

2. **TERMS**

This Lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Previous Lease except as to the rent and term of years granted and except as modified in the Schedule so that this Lease shall be construed and take effect as if such terms covenants provisos and conditions were (except as above) repeated in this Lease in full with such modifications only as are necessary to make them applicable to this demise and the parties to this Lease

3. **COVENANTS**

- 3.1 The Tenant covenants with the Landlord to observe and perform all the covenants and conditions on her part contained in the Previous Lease as modified above
- 3.2 The Landlord covenants with the Tenant to observe and perform all the covenants and conditions on their behalf contained in the Previous Lease and as modified above
- 4 It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the consideration or aggregate amount of the consideration exceeds £60,000
- 5 It is not intended that any term of this Lease shall be enforceable by any third party under Section 1 of the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have executed this Lease as a Deed the day and year first before written

**THE SCHEDULE**  
**(Modifications to the Previous Lease)**

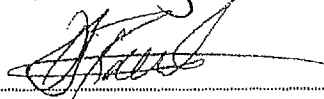
1. The registration fee payable in clause 5(27) of the Previous Lease shall be £30 together with VAT thereon or such greater registration fee as the Lessor reasonably requires
2. The following words shall be added as clause 5(29) in the Previous Lease "The Lessee shall include in any underlease to which Chapter II of the Act would apply but for Section 59(3) of the Act a provision stating that the underlease does not confer on the undertenant the right to a new lease from the Lessor in accordance with Chapter II of the Act"
3. The following clause shall be added as clause 5(30) to the Previous Lease "To pay to the Lessor such amounts of Value Added Tax at the rate from time to time being in force as shall be legally payable in respect of all sums payable hereunder and in every case where in this Lease the Lessee covenants to pay an amount of money such an amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon"
4. The following clause shall be added as clause 5(31) to the Previous Lease "To pay the Lessor interest at the rate of 4 per centum per annum above the base rate of Barclays Bank Plc from time to time (or in the event of the said base rate ceasing to exist such other comparable rate of interest as the Lessor shall in its reasonable discretion determine in substitution therefor) on any sums payable by the Lessee hereunder that are not paid within fourteen days of the due date such interest to be calculated on a day to day basis from the date the same became due until the date of payment and to apply as well after as before any judgment"
5. The following clause shall be added as clause 5(32) to the Previous Lease "To pay on the completion of this Lease the reasonable costs of the Lessor's professional advisers in accordance with Section 60(1)(a) and 60(1)(c) of the Act and the reasonable costs of the Lessor's professional valuers in accordance with Section 60(1)(b) of the Act and also all arrears of rent and service charge and any other sum due to the Lessor under the Previous Lease"
6. There shall be added the following clause as clause 6 of the Second Schedule to the Previous Lease "The Lessor may (a) at any time during the period of 12 months ending on 13<sup>th</sup> June 2037 and (b) at any time during the period of 5 years ending on 13<sup>th</sup> June 2127 apply to the Court under Section 61 of the Act for an order for possession of the flat on the ground that for the purposes of redevelopment he intend to demolish or reconstruct or to carry out substantial works of construction on the whole or a substantial part of any premises in

which the flat is contained and that he could not reasonably do so without obtaining possession of the flat and the provisions of that section and of Schedule 14 to the Act shall apply accordingly"

PSL

SIGNED as a Deed by  
FAY SHAW by her attorneys, Peter Shaw and Lorraine Part  
pursuant to an Enduring Power of Attorney dated 20th June 1998  
in the presence of:

Signature of Witness:



Name (in block capitals):

DANIEL BROMICOU

Address:

179 HAMPSHIRE WAY

LONDON NW11 7YA

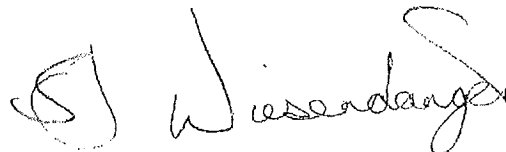
Occupation:

BARRISTER

+ L. Hunt

in the presence of SJ WIESENHANGER

Signature of witness



Name  
Address

KILN COPSE COTTAGE  
POUND FARM LANE  
ASH, SURREY GU12 6EB

Occupation

HOME - DIRECTOR.