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HM Courts
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Service



Residential
Property
TRIBUNAL SERVICE

LONDON RENT ASSESSMENT PANEL

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN APPLICATION
UNDER SECTION 27A AND SECTION 20C OF THE LANDLORD AND TENANT
ACT 1985**

Case Reference: LON/00AW/LSC/2012/0515

Premises: Flat 8, 73 Ladbroke Grove, London W11

Applicants: 73 Ladbroke Grove Residents Management Limited (Landlord)

Represented by: Mr N. Hayter, Ronaldsons; Solicitors

Also Present: Mr R. Jacobs, Contact London (Services) Limited
(Managing Agent)

Respondent: Ms F. Saiadi (Flat 8) (Leaseholder)

Represented by: In person

Tribunal: Mr L. W. G. Robson LLB(Hons)
Mr P. S. Roberts Dip Arch RIBA
Mrs G. V. Barrett JP

Hearing Dates: 12th November and 4th December 2012

Date of Decision: 3rd January 2013

1. The Applicant seeks a determination pursuant to s.27A of the Landlord and Tenant Act 1985 ("the 1985 Act") as to the amount of estimated service charges payable by the Respondent in respect of the Service charge year commencing on 1st January 2011 (as demanded in the Court claim up to 15th July 2011) under the terms of a lease (the Lease) dated 1st January 1982 August 2002, a copy of which is attached hereto as Appendix 2. The amount demanded for service charges in the Court claim was £2,170.64.
2. The Tribunal notes that in Directions dated 16th August 2012 the Chairwoman had been informed that the sum concerned related to the service charge years 2011 and 2012, and was made up of an estimated service charge of £1,213.60 for 2011, and the balance related to the major works carried out under a Section 20 notice served in 2011. On examination of the bundle submitted, this Tribunal can find no demand for any sums relating to 2012 in the Court claim, although the parties appear to have been proceeding on the basis that an estimated demand for 2012 had been included in the Court claim. Strictly, in a referral from the Court, the Tribunal has no power to decide upon matters not included in the Court claim. Nevertheless, to assist the parties and the Court, the Tribunal has indicated in its decision what it considers might be a reasonable estimated amount to be demanded for the year 2012, since the parties will remain free to make an application if they choose, based on the final accounts for 2012 once they have been notified.
3. Proceedings were originally issued in the Central London County Court under claim no. 1UD24093. The claim was then transferred to this Tribunal, by order of the Court dated 6th July 2012 for determination of the service charge.
4. The Tribunal notes that it was unable to reconcile the figure claimed in the Court statement of claim of £2,170.64 with the (estimated) statement of account in the bundle, despite the Applicant's attempts to do so, although this figure seems to have been overtaken by the final account for 2011 issued on 30th August 2012. This item needs to be checked before taking into account the effect of Mr Jacob's letter dated 30th August 212 and the Tribunal's decisions in this application.
5. The Tribunal also notes that the Respondent's case "evolved" during the application, which is not altogether proper. Again, to assist the parties, the Tribunal has attempted to deal with all items within its jurisdiction raised in the Respondent's skeleton argument dated 28th November 2012, as it considered that the Applicant was not prejudiced, although some of these items were not clearly raised beforehand.
6. The relevant legal provisions are set out in the Appendix 1 to this decision.

Inspection

7. The Tribunal inspected the property on the morning of the first day of the hearing in the company of Mr Bach, a Director of the Applicant Company; Mr

subject in its decision, outlining the parties' respective arguments on the point, and then its decision.

Cleaning – £1,055

11. The Applicant submitted that the invoices had been provided in the bundle. The service provided was 4 hours every 2 weeks at £10.00 per hour, which was reasonable. Mr Jacobs in oral evidence stated that the firm concerned worked in the London area, the address given was a billing address. He and other members of staff had personally visited on occasions and found the cleaners working as he would have expected.
12. The Respondent disputed that the amount of cleaning claimed was in fact being done. She submitted that the work done could be done in less than one hour, and the cleaners were only attending every 6-8 weeks. It was not done well. She believed the cleaners were also cleaning Flat 3. The work was being done by a firm in Scotland. The cost was unreasonable.
13. The Tribunal considered the evidence and submissions. It found no significance in the cleaners' billing address being in Scotland. The real question was whether the cost was reasonable. The Tribunal considered that the internal common parts were extensive, with several flights of stairs and landings. The common parts were generally tidy. The carpets were old, but had been vacuum cleaned recently. Members of the Tribunal also ran fingers over surfaces above head height, and these seemed quite clean. The common parts did not seem neglected. The parties agreed that more than one cleaner attended at a time, Mr Jacobs submitted that there were often 3 cleaners. Mr Bach considered that he had seen the cleaners regularly and that they worked for several hours, although his answers to questions suggested that his knowledge was limited to recent occurrences. Mrs Saiadi submitted that the cleaners were a Filipino couple, sometimes accompanied by their son. The Tribunal decided that the work being done would normally take several hours, given the extent and layout of the common parts. The use of 2 cleaners for two hours was not unreasonable. The hourly charge was also reasonable, when compared with such costs elsewhere in the London area. The amount demanded was also thus reasonable.

Legal Fees – £3,673

14. The Applicant submitted that the advice had been sought in relation to various matters, including advice on the terms of the Lease for Flat 8, an insurance claim where the insurance company had initially refused to accept the claim, a loan to the Company by one of the lessees, and various disputes between the parties. The charges reflected the amount of time taken to deal with the matters. The bills were in the bundle.
15. The Respondent submitted that the lawyers had been retained without proper authority and consultation with the company members, and that they had behaved improperly in bringing (several) proceedings. If a property was being managed properly there was no need for legal expenses.

Tribunal also decided that a cost of just under £600 for heating and hot water in her flat was not unreasonable in 2011, notwithstanding the problems noted with the heating (but not the hot water supply) during the period noted above.

Entryphone and TV Aerial - £77.05 and £94

20. The Applicant submitted that both these costs were reasonable. The work had been done on the communal aerial and related to Flat 6. There had been a maintenance contract in place for the entryphone since 2009. The Respondent had raised a query about costs of the smoke detector. There were no invoices for that item in 2011.
21. The Respondent raised none of these matters in her comments in the Scott Schedule or skeleton argument, but had queried these matters in previous papers. At the hearing she conceded that she had withdrawn her objection to the entryphone charge but still considered that the aerial charge related to (private) work done for Flat 3.
22. The Tribunal considered the submissions and evidence. The Tribunal decided that the Respondent's submission amounted only to an assertion. There was no evidence in the bundle to back up her claim. On the other hand the managing agent had an invoice and gave evidence of the location of the work. The Tribunal accepted the Applicant's submission and further considered that the amount was reasonable as demanded.

Late Filing Fees

23. The Applicant submitted that there had been no late filing fees relating to the Applicant Company since the current managing agents had taken over the management in 2008/9.
24. The Respondent had raised this matter but did not mention it in her Scott Schedule or skeleton argument.
25. The Tribunal considered that the Respondent now accepted that no late filing fees had been paid in 2011. Also the evidence in the file did not show any such fees. The Tribunal decided that no such fees had been levied.

Professional Fee - £2,460

26. The Applicant submitted that this surveyor's fee had been incurred in connection with an insurance claim for damage to the property. At first the insurers had refused to accept the claim, and therefore professional advice had been obtained on the causes, which had resulted in the claim being accepted.
27. The Respondent submitted that the fee had been incurred for the benefit of building works at Flat 3. The cost had already been reimbursed by Allianz. The payment had not been properly authorised and Mr Jacobs had misrepresented the position.

34. The Tribunal considered that the evidence showed no amount had been demanded of the Respondent in respect of a reserve or sinking fund, although it appeared from the accounts and the 2010-12 demands that most lessees were contributing to such a fund. There was a specific exclusion noted there for Flat 8. The Tribunal found it unnecessary to take the matter further as nothing had been demanded from Flat 8.

Maintenance of Windows in Flat 7 and Ground Rents

35. These matters were raised by the Respondent, but the Tribunal decided that neither matter was within its jurisdiction in this application, rent being a matter for the County Court, and the maintenance issue was related to a long standing disagreement between the parties over the interpretation of the Lease. None of the items in the service charges subject to this application appeared to relate to maintenance of the windows in the building.

Management Fees – £3,169

36. The Applicant submitted that the work and fees were in accordance with the agreement made in the retainer letter dated 9th December 2008 (in the bundle). The fees were reasonable.
37. The Respondent submitted that there had been no consultation, consent or knowledge of the agreement. At a Residents meeting on 7th January 2009 she had been informed that the appointment was temporary. Mr Jacobs had indicated there were very few transactions and there would be no need for an accountant, but the agreement stated otherwise. The Accountancy fee was £500 plus VAT, unknown to leaseholders. The Respondent objected to making any contribution to the managing agent's fee because she had been insulted by Mr Jacobs. Further, she had not contacted the agents in 2011. In answer to questions, the Respondent confirmed that she had no comparables to offer. The focus of the management was on Flat 3.
38. The Tribunal considered the evidence and submissions. The Tribunal decided that there was evidence of management at the property. Despite a long history of major disputes between the parties, major works were being done, and a significant insurance claim successfully pursued. The Tribunal considered that a manager of this property would find reconciling the parties' respective views and agenda difficult, if not impossible. The basic fee being charged worked out at £400 per unit, being the Tribunal's preferred measure. The charge was quite high, but not unduly so, and in view of the history of disputes at this property, few agents would be prepared to take it on. Whether or not in 2008 the appointment had been intended as temporary, the agents had been retained for subsequent years, and were entitled to be paid for the work done. The Tribunal also noted that none of the complaints made in this application relating to the annual service charges had been substantiated. The agents had apparently acted professionally, and thus were entitled to be paid. The Tribunal considered that the Respondent's submissions appeared overly

- difficult to walk on. It also considered that ensuring strength of the steps was appropriate. The price seemed reasonable, and had also been tendered.
- b) Section 20 Procedure
43. The Applicant initially submitted that the Notice dated 19th April 2011 was valid in reply to questions from the Tribunal drawing attention to the 2003 Regulations, the form of the notice, and the absence of a second notice. However in summing up, Mr Hayter offered to make a Section 20ZA application on the basis that the notice was defective.
 44. The Respondent submitted that the proper procedure had not been followed, without giving specific details of her complaint.
 45. The Tribunal considered the evidence and submissions. The Applicant had only served one notice. The Notice concerned had to follow the Service Charges (Consultation Requirements) (England) Regulations 2003 Schedule 4, Part 2 (see Appendix 1 below). It was clear that in both form and substance the Notice was defective. For example the heading of the notice described itself as a "Notice of intention to carry out qualifying works under qualifying long term agreement". Such a notice would fall under Schedule 1 or 2 of the Regulations, where only one notice is required. Under Schedule 4, Part 2, which is the Part relevant to this type of contract, at least 2 notices are necessary, firstly a Notice of Intention, inviting observations under para. 8, and secondly a Paragraph b) Statement enclosing copies of estimates and inviting observations under paragraph 11. The Tribunal decided that even the notice served could not stand as a valid notice in relation to the first or second notice requirements of the Regulations. That being so, the maximum payable by the Respondent at this time relating to the major works is £250. The Tribunal calculated that if the notices had been properly served, the Respondent would have been liable to pay £680.32 (i.e. 8% of £8,504). Thus the contribution payable by the Respondent towards the cost of the major works is reduced to £250 (subject to any 20ZA application).

Application under s.20C

46. The Respondent applied for an order under section 20C of the 1985 Act.
47. The Applicant submitted that it was a Residents' management Company. It was entitled to take and act upon legal advice. It was just and equitable for it to obtain its costs through the service charges. The Applicant thus opposed the Section 20C application.
48. The Respondent had made a separate formal application for an order under Section 20C. The reasons set out extended to 3 pages, but in essence claimed that the Management Company was controlled by 2 lessees only, they had been appointed Directors and acted without proper authority, they and their managers and solicitors had acted improperly and unprofessionally in many named respects, and that the management had been run primarily for the benefit of Flats 3, 4 and 5.

- (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;and the amount payable shall be limited accordingly.
- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

- (1) An application may be made to a Leasehold valuation tribunal for a determination whether a service charge is payable and, if it is, as to -
 - (a) the person by whom it is payable,
 - (b) the person to whom it is payable,
 - (c) the amount which is payable,
 - (d) the date at or by which it is payable, and
 - (e) the manner in which it is payable.
- (2) Subsection (1) applies whether or not any payment has been made.
- (3) An application may also be made to a Leasehold valuation tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
 - (a) the person by whom it would be payable,
 - (b) the person to whom it would be payable,
 - (c) the amount which would be payable,
 - (d) the date at or by which it would be payable, and
 - (e) the manner in which it would be payable.
- (4) No application under subsection (1) or (3) may be made in respect of a matter which -
 - (a) has been agreed or admitted by the Tenant,
 - (b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the Tenant is a party,
 - (c) has been the subject of determination by a court, or
 - (d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

hours at which a description of the proposed works may be inspected;

(b) state the landlord's reasons for considering it necessary to carry out the proposed works;

(c) invite the making, in writing, of observations in relation to the proposed works; and

(d) specify—

(i) the address to which such observations may be sent;

(ii) that they must be delivered within the relevant period; and

(iii) the date on which the relevant period ends.

(3) The notice shall also invite each tenant and the association (if any) to propose, within the relevant period, the name of a person from whom the landlord should try to obtain an estimate for the carrying out of the proposed works.

Inspection of description of proposed works

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

(a) the place and hours so specified must be reasonable; and

(b) a description of the proposed works must be available for inspection, free of charge, at that place and during those hours.

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

Duty to have regard to observations in relation to proposed works

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

Estimates and response to observations

11.—(1) Where, within the relevant period, a nomination is made by a recognised tenants' association (whether or not a nomination is made by any tenant), the landlord shall try to obtain an estimate from the nominated person.

(2) Where, within the relevant period, a nomination is made by only one of the tenants (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate from the nominated person.

(3) Where, within the relevant period, a single nomination is made by more than one tenant (whether or not a nomination is made by a recognised tenants' association), the landlord shall try to obtain an estimate—

(a) from the person who received the most nominations; or

one of those to which the paragraph (b) statement relates.

(9) The paragraph (b) statement shall be supplied to, and the estimates made available for inspection by—

(a) each tenant; and

(b) the secretary of the recognised tenants' association (if any).

(10) The landlord shall, by notice in writing to each tenant and the association (if any)—

(a) specify the place and hours at which the estimates may be inspected;

(b) invite the making, in writing, of observations in relation to those estimates;

(c) specify—

(i) the address to which such observations may be sent;

(ii) that they must be delivered within the relevant period; and

(iii) the date on which the relevant period ends.

(11) Paragraph 2 shall apply to estimates made available for inspection under this paragraph as it

applies to a description of proposed works made available for inspection under that paragraph.

Duty to have regard to observations in relation to estimates

12. Where, within the relevant period, observations are made in relation to the estimates by a

recognised tenants' association or, as the case may be, any tenant, the landlord shall have regard to those observations.

Duty on entering into contract

13.—(1) Subject to sub-paragraph (2), where the landlord enters into a contract for the carrying

out of qualifying works, he shall, within 21 days of entering into the contract, by notice in writing

to each tenant and the recognised tenants' association (if any)—

(a) state his reasons for awarding the contract or specify the place and hours at which a

statement of those reasons may be inspected; and

(b) there he received observations to which (in accordance with paragraph 5) he was required

to have regard, summarise the observations and set out his response to them.

(2) The requirements of sub-paragraph (1) do not apply where the person with whom the

contract is made is a nominated person or submitted the lowest estimate.

(3) Paragraph 2 shall apply to a statement made available for inspection under this paragraph as

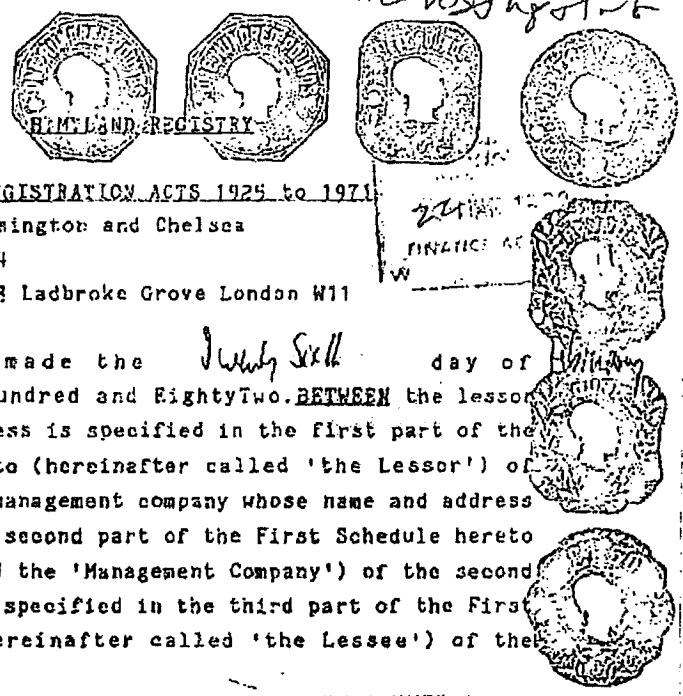
it applies to a description of proposed works made available for inspection under that paragraph.

APPENDIX 2

Lease dated 1st January 1982 – See attached

*We hereby certify
this to be a true copy of the
original document by [signature]*

*4296-50
VBS, 117*



LAND REGISTRATION ACTS 1925 to 1971

London Borough: Kensington and Chelsea

Title Number: 106584

Property: Flat 8, 73 Ladbrooke Grove London W11

*24 MAR 1972
FINANCE AC*

THIS LEASE is made the *Twenty Sixth* day of *January* One Thousand Nine Hundred and Eighty Two. BETWEEN the lessor whose name and address is specified in the first part of the First Schedule hereto (hereinafter called 'the Lessor') of the first part the management company whose name and address is specified in the second part of the First Schedule hereto (hereinafter called the 'Management Company') of the second part and the lessee specified in the third part of the First Schedule hereto (hereinafter called 'the Lessee') of the third part

W H E R E A S:



1. THE Lessor is registered at H.M. Land Registry with the Title Number above stated in respect of the above mentioned property firstly described in the Second Schedule hereto (hereinafter together called 'the Building') and the gardens and grounds and any parking areas thereof (all of which premises are hereinafter referred to as the 'Estate') and are shown edged green on the plan annexed hereto

2. THE Lessor has previously granted leases of or intends hereafter to grant leases of the flats in the Building other than the premises hereby demised and the Lessor has in every Lease imposed and agrees in every future lease to impose the restrictions set forth in the Seventh Schedule hereto and the covenants in the Eighth Schedule hereto to the intent that any owner or lessee for the time being of any part of the Estate or flat thereon may be able to enforce the observance of the said restrictions and covenants by the owners or occupiers for the time being of the other flats

3. THE Lessor has agreed with the Lessee for the grant to

Photo
Copy

the Lessee of a lease of the property hereinafter described for the consideration at the rents and on the terms hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN this Lease where the context so admits:-

(a) The expression 'the Lessor' shall mean the person or persons for the time being entitled in reversion immediately expectant upon the term hereby granted (b) The expression 'the Lessee' shall mean one person or more than one person or a firm or company or any combination thereof and shall include his its or their respective successors in title

(c) In the event of the Lessee being at any time more than one individual the expression 'the Lessee' shall be deemed to include also a reference to each of them and any covenant on the part of the Lessee herein contained shall take effect as a joint and several covenant and such persons shall be deemed to hold the premises hereby demised as joint tenants legally and beneficially

2. IN consideration of the sum specified in the first part of the Third Schedule hereto paid by the Lessee to the Lessor (the receipt and payment whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee and the conditions hereinafter reserved and contained the Lessor hereby demises unto the Lessee ALL THAT the Flat specified in the second part of the Second Schedule hereto forming part of the Building described in the first part of the Second Schedule (hereinafter called 'the Flat') including the floor and ceiling of the Flat and the structure supporting the floor but not the floor of the Flat (if any) above it and (subject to clause 11 hereof) the internal and external walls of the Flat up to the same level and the footings and foundations of the Building so far as the same constitute the footings and foundations of the Flat the roof and roof structure of the Building so far as the same constitute the roof and roof structure of the Flat TOGETHER (in common with the Lessor and all other persons now or hereafter to be entitled hereto) with the rights set

out in the Fifth Schedule hereto EXCEPT AND RESERVING unto the Lessor and the lessees of the other flats in the Building and all other persons having the like right the rights set out in the Sixth Schedule hereto and also EXCEPT AND RESERVING unto the Lessor full power or liberty to build upon to such heights or in such manner or otherwise deal with any adjoining or neighbouring land or property as the Lessor may think fit notwithstanding that the access of light or air to the Flat may thereby be obstructed or diminished TO HOLD the same unto the Lessee for the term specified in the Fourth Schedule hereto YIELDING AND PAYING therefor the yearly rent in the amount and manner specified in the second part of the Third Schedule hereto and by way of further additional rent a sum or sums of money equal to a proportionate share (which shall be the same proportion as the service charge contribution) of the amount which the Lessor may expend in effecting or maintaining the insurance of the Building and other parts of the Estate against loss or damage by fire and such other risks (if any) as the Lessor thinks fit as hereinafter mentioned such last mentioned rent to be paid without any deduction on demand

3. THE Lessee hereby covenants with the Lessor and with the owners and lessees of the other flats comprised in the Estate that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the Seventh Schedule hereto

4. THE Lessee hereby covenants with the Lessor and as separate covenants jointly and severally with the Management Company and with the lessees of the other flats comprised in the Estate as is set forth in the Eighth Schedule hereto

5.(a) THE Lessee hereby covenants with the Lessor and the Management Company to contribute and pay the proportionate part of the costs expenses outgoings and matters mentioned in the Ninth Schedule hereto that is specified in the third part of the Third Schedule hereto

(b) The contribution under paragraph (a) of this clause for each year shall be estimated by the Management Company or

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their Managing Agents as soon as practicable after the beginning of the year and the Lessee shall pay the estimated contribution by two instalments on the 1st January and the 1st June in each year

(c) As soon as reasonably possible after the 31st December each year when the actual amount of the said costs expenses outgoings and matters for the preceding year has been ascertained the Lessee shall immediately pay the balance arising to the Management Company or be credited by the Management Company with any amount overpaid

(d) The certificate of the auditor for the time being of the Management Company as to the amount due under paragraph

(c) of this clause shall be final and binding on the parties

(e) Subject to paragraph (d) of this clause in the event of any dispute between the parties arising out of this clause or the Ninth Schedule hereto the same shall be referred to an arbitrator being a Chartered Surveyor appointed by the Management Company

(f) Unless the Management Company otherwise directs the Lessee in writing the contribution and any other sum payable under this clause shall be paid to the Management Company or as it shall direct Any such direction shall remain in force until a contrary direction is given by the Management Company While any such direction remains in force any contribution whether in respect of a period preceding the notice or not shall be paid in accordance with such direction

6. THE Lessee hereby covenants with the Lessor and the Management Company as follows:-

(a) Not to assign transfer sublet or part with the possession of a part only of the Flat as distinguished from the entirety thereof

(b) Not to assign or transfer th entirety of the Flat unless contemporaneously with such assignment or transfer the assignee or transferee applies for membership of the Management Company

(c) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate to take

effect to produce to the Solicitors for the Management Company and the Lessor respectively every transfer mortgage or legal charge of this Lease or the Flat and also any underlease of the Flat for a term exceeding twenty-one years and every assignment or transfer of such underlease and also every probate letters of administration order of court or other instrument effecting or evidencing a devolution of title of the said term or any such underlease for the purpose of registration and for such registration to pay to each of such Solicitors a reasonable fee in respect of each such document or instrument so produced

(d) During the last seven years of the said term not to assign underlet or part with the possession of the Flat without the previous consent in writing of the Lessor and the Management Company such consent not to be unreasonably withheld

7. THE Management Company hereby covenants (subject to due payment by the Lessee of the amounts payable pursuant to Clause 5 of this lease) with the Lessee and the Lessor jointly and severally as follows:-

(a) To maintain and keep in repair and renew (i) the roofs main structure walls foundations footings and floors thereon and any central heating installation and the water pipes drains and electric cables and wires pipes watercourses gutters and passages landings hallways and staircases in under or upon the Estate including the Building enjoyed or used by the Lessee in common with the owners and lessees of the other flats not otherwise demised and (ii) the boundary walls and fences and (iii) any communal television aerial

(b) To keep any or all of the footways access drives parking places refuse and drying areas and garage forecourts on the Estate in good repair and condition and to keep clear and clean and light the same and to keep any gardens and grounds in good condition and properly planted and cultivated and mown

(c) To pay all taxes and outgoings (if any) payable in respect of the said footways access drives parking places refuse and drying areas garage forecourts and gardens and grounds

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(d) To maintain adequate insurance against third party risks in respect of the said footways access drives garage forecourts parking spaces and gardens and grounds and all other parts of the Estate enjoyed in common by the lessees of the flats in the Building

(e) At reasonable intervals throughout the term to redecorate the Building and the Estate other than the interior of any Flat.

(f) To take all reasonable steps to enforce the observance and performance by the lessees of the flats on the Estate of the covenants and conditions in their several leases which fall to be observed and performed by them

8. THE Lessor hereby covenants with the Lessee as follows:-

(a) That the Lessee paying the rents 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 Flat during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for them

(b) That the Lessor will at all times during th said term (unless such insurance shall be vitiated by any act or default of the Lessee) insure and keep insured the Building and other parts of the Estate in the amount required by the Management Company against loss or damage by fire and such comprehensive risks (including loss of rent) as the Lessor thinks necessary in some substantial insurance office and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium paid and will in the event of the Building or other part of th Estate being damaged or destroyed by fire or such other risk as aforesaid as soon as reasonably practicable pay over to the Managment Company the insurance moneys for the repair rebuilding or reinstatement of the Building (but not the insurance for loss of rent)

(c) That the Lessor has in every lease imposed and will in every future lease of any flat impose the covenants and restrictions set forth in the Seventh and Eighth Schedules

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hereto

(d) That (if requested by the Lessee) the Lessor will enforce the covenants on the part of the lessee of any other flat comprised in the Estate or the Lessee's indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

9. THE Lessor hereby grants to the Management Company and all others authorised by it with or without workmen and others full right and liberty to enter into and upon all parts of the Building and the Estate not hereby or by any other lease demised for the purposes of carrying out its obligations in accordance with clause 7

10. PROVIDED always and it is hereby agreed (i) that if the rents hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time hereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained

(ii) if the Flat or any part thereof shall at any time during the tenancy be destroyed or damaged by fire so as to be unfit for habitation and use and the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Lessee the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Flat shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactments in that behalf for the time being in force

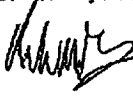
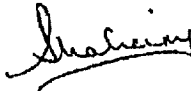
11. IT IS HEREBY AGREED AND DECLARED that every internal wall separating a flat or entrance hall and stairway leading thereto from an adjoining flat or entrance hall and stairway leading thereto shall be a party wall severed medially

12. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Thirty Thousand Pounds

IN WITNESS whereof the Lessor and the Management Company have hereunto caused their Common Seals to be affixed and the Lessee has hereunto set his her or their hand and seal the day and year first before written

SIGNED SEALED AND DELIVERED

by Seyed Ghased Shobeiry
in the presence of



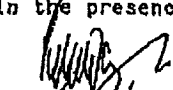

R. C. MORGAN LL.M.
27, PRESTON ROAD,
HARROW, MIDDLESEX.

THE COMMON SEAL OF

73 Ladbroke Grove Residents Management
Limited was hereunto affixed

in the presence of

Director

Secretary

SIGNED SEALED AND DELIVERED

by Fatima Satemeh Saiadi
in the presence of:-

THE SCHEDULES BEFORE REFERRED TO

FIRST SCHEDULE

First Part

(Lessor)

Sayed Ghasen Shobeiry

191, Park Avenue, Ruislip, Middlesex

Second Part

(Management Company)

73 Ladbroke Grove Residents Management Limited

Third Part

(Lessee)

Fatima Satemeh Saiadi

52, Wimpole Street, London W1

SECOND SCHEDULE

First Part

(the Building)

73, Ladbroke Grove, in the Royal Borough of Kensington and Chelsea registered with title absolute under the title number above mentioned

Second Part

(the Flat)

Flat 8, on the Fourth Floor and edged in red on the plan annexed hereto

THIRD SCHEDULE

First Part

(the price)

Twenty Seven Thousand Two Hundred and Fifty Pounds

Second Part

(ground rent)

Seventy Five Pounds annually for the first 33 years of the term, One Hundred and Fifty Pounds annually for the second 33 years of the term and Three Hundred Pounds annually for the last 33 years of the term *yu*

Third Part

(service charge proportion)

Eight percentum of the total

FOURTH SCHEDULE

(the Term)

Ninety Nine Years from the first day of January 1982

FIFTH SCHEDULE

(easements granted)

(i) full right and liberty with or without motor cars or other vehicles laden or unladen to go pass and repass over any private drives on the Estate and on foot only over the footpaths leading thereto as is necessary for the purpose of giving access to and egress from the Flat and to and from the public road

(ii) full right and liberty on foot to go pass and repass over the halls staircases and landings and any lifts giving access to the Flat and any gardens and grounds of the Estate and to enjoy the use of any such gardens and grounds of the Estate

(iii) the free right to the passage and running of water soil gas (if any) and electricity to and from the Flat through the sewers drains pipes wires cables meters cisterns and systems of water gas (if any) and electricity in the Building and the Estate and the right to use the refuse area

(iv) the right of support shelter and protection for the benefit of the Flat as is now enjoyed from the other flats and the other parts of the Building and Estate

(v) the right to enter upon the other parts of the Building with or without workmen after giving reasonable notice to the occupiers thereof or immediately in the case of emergency for the purpose of repairing or altering or renewing any part or parts of the Building in the event of damage being caused to the Flat by the failure of the adjoining structure or the services connected to the Flat making good all damage caused but without making any compensation for any temporary damage or inconvenience

(vi) the right (subject to the Lessee contributing and paying his share of the cost of maintenance and running of the television aerial hereinafter referred to such share to be determined by the Lessor) to connect a television set in the Flat with an aerial erected by or on behalf of the Lessor or the Management Company

SIXTH SCHEDULE

(Easements reserved)

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(i) the right to free running and passage of water soil gas (if any) and electricity from and to the other parts of the Building in and through the drains channels sewers pipes wires and cables passing through the Flat

(ii) with the servants or agents of the Management Company and of the Lessor and the Lessees of the other flats the right to enter the Flat with or without workmen after giving reasonable notice or immediately in case of emergency for the purpose of repairing and altering any part or parts of the Building or any pipes wires cables installations channels drains or sewers in upon under or near to the Flat or any part or parts thereof and to renew pipes wires cables channels drains or sewers and make such installations in the Flat or any part or parts thereof making good all damage thereby occasioned to the Flat but without making any compensation for the temporary damage or inconvenience

(iii) all rights and easements belonging to or enjoyed with any adjacent or adjoining or neighbouring property but only in respect of which similar rights have already been granted before

(iv) the right of support and protection for the benefit of the other flats and all other parts of the Building as is now enjoyed from the Flat

(v) the right to erect and maintain a television aerial or aerials on the roof of the Building for the use of the occupiers of the Building and to run wires connecting such aerial or aerials to the television receiving sets in the flats comprised in the Estate

(vi) the right at any time hereafter to build onto the Building or part thereof any additional flats and to build upon and use as party walls or supporting walls any of the walls of the Building including the support columns and vertical and horizontal beams so far as they are capable of bearing any proposed load and in any manner which the Lessor may think fit including the erection of scaffolding and hoists and including the right of entry to the Building with or without workmen causing the minimum amount of inconvenience to the Lessees and making good all damage thereby occasioned provided that the same shall not interfere substantially and permanently with any right of

access or light or air to the Building and including also a right to connect up to any of the services drains pipes or wires running through the Building or modify or alter them as may be required subject to making good all damage thereby occasioned

SEVENTH SCHEDULE

(restrictions imposed in respect of the Flat)

- (i) Not to use the Flat nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only or for any purpose from which a nuisance can arise to the owners lessees and occupiers of the other flats comprised in the Building or in the neighbourhood or for any illegal or immoral purpose
- (ii) not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building or any flats or part of the Estate or may cause an increased premium to be payable in respect thereof
- (iii) not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat
- (iv) no noise shall be made in the Flat so as to cause annoyance to the owners lessees and occupiers of the other flats comprised in the Building or so as to be audible outside the Flat between the hours of 11 p.m. and 9 a.m.
- (v) no name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from outside the Flat except for the purpose of selling the Flat and no clothes or other articles shall be hung or exposed outside the Flat and no bird dog or other creature which may reasonably cause annoyance to any owner lessee or occupier of the other flats in the Building shall be kept in the Flat
- (vi) the exterior of the Flat shall not be decorated by the Lessee
- (vii) no external wireless or television aerial shall be erected

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EIGHTH SCHEDULE

(lessees covenants)

- (i) to pay the said rents during the said term at the times and in manner aforesaid without any deduction
- (ii) to pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportions of such rates taxes assessments charges impositions and outgoings attributable to the Flat if the Lessor and the Lessee shall fail to agree what constitutes the proper proportion of the rates taxes impositions and outgoings hereunder the matter shall be determined by the Lessor but if the Lessee or the lessees of any of the flats on the Estate shall be unwilling to accept the determination of the Lessor he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the person or persons requiring such nominations to be made such last mentioned Surveyor's determination shall be final and binding on the parties
- (iii) not to make any structural alterations or structural additions to the Flat nor to erect any new buildings thereon or remove any of the Landlord's fixtures without the previous consent in writing of the Lessor
- (iv) to pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than relief granted by the Court
- (v) forthwith after the service upon the Lessee of any notice affecting the demised premises served by any person to deliver a copy to the Lessor and if required by the Lessor

to join with him in making representations concerning any proposals affecting the flat as the Lessor may consider desirable including any appeal

(vi) At the expiration or sooner determination of the term to peacefully surrender and yield up to the Lessor all and singular the Flat together with all additions thereto and all landlord's fixtures and fittings in good tenantable repair and condition

(vii) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Flat or the Building and other parts of the Estate hereinbefore referred to or which may cause an increased premium to be payable in respect of such policy or policies

(viii) To keep the Flat and all walls party walls drains pipes sewers cables wires and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect parts of the Building other than the Flat and in every fifth year of the term to redecorate the inside of the Flat to a standard reasonably satisfactory to the Lessor

(ix) To permit the Lessor and the Management Company and others authorised by them with or without workmen and others at all reasonable times on notice (except in the case of an emergency) to enter into and upon the Flat or any part thereof for the following purposes namely:

(a) To repair any part of the Estate including the Building or adjoining or contiguous premises and to make repair maintain cleanse rebuild and keep in good order and condition all drains pipes cables watercourses and gutters party structures or other convenience belonging to or serving the same and to build maintain and repair all such media as aforesaid the person exercising such right causing as little damage as possible to the Flat and rectifying it thereafter

(b) To view and examine the state and condition of the Flat

(x) To make good all defects and wants of repair of which written notice shall have been given to the Lessee by the Lessor for which the Lessee is liable hereunder within two

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months of service of such notice

(xi) At all times during the term to do and execute or cause to be done all such works or things as may be required by any Statute to be done or executed in respect of the Flat and or the Building and or the Estate or any part or in respect of the Lessee's user thereof directly or by an occupier and to indemnify the Lessor and the Management Company against all claims in respect thereof and to pay all costs incurred in abating a nuisance or for remedying anything else in respect of the Flat or the Building or the Estate pursuant to any notice served by any Local or other competent Authority

(xii) At all times during the term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts in force from time to time as to permitted user or otherwise and to indemnify the Lessor and the Management Company in respect of any failure to do so

NINTH SCHEDULE

(costs expenses and outgoings in respect of which the Lessee shall contribute)

1. The expense of maintaining and keeping in repair and renewing the roofs main structure walls footings foundations entryphone installation hallways stairways the central heating and hot water installation lifts and the common parts of the Building and of the Estate except insofar as they are comprised in a lease of a Flat in the Building and all and any boundary walls and any communal television aerial and all drains pipes cables wires and all media conduits not serving exclusively any one flat in the Building
2. The cost of keeping all or any footways access drives refuse or dustbin areas drying areas carparks and garage forecourts in good repair and condition and properly lighted and cleaned and the cost of keeping any gardens adequately cultivated
3. All rates and taxes payable in respect of the Building and the Estate

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4. The cost of insurance in respect of third party risks in respect of the Building and the Estate
5. All other proper expenses incurred by the Management Company in respect of managing the Building, the Flats therein and the Estate