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

Case Reference : LON/00AY/LVL/2013/0007

Property : Flats 1 - 91, Streatham Court,
Streatham High Road, London
SW16 1DL

Applicants : Streatham Manor Gardens Limited
and the 68 leaseholders who at the
date of the application consented to
the proposed variation

Representative : Stan Gallagher, counsel, instructed
by Thackray Williams LLP,
solicitors

Respondents : The leaseholders of the 28 flats who
did not at the date of the
application consent to the proposed
variation

Representative : In person

Type of application : Variation of the leases under
section 37 of the Landlord and
Tenant Act 1987

Tribunal members : Margaret Wilson
Neil Martindale FRICS
Laurelie Walter

**Date and place of
hearing** : 15 August 2013
10 Alfred Place, London WC1E 7LR

**Date of decision and
order** : 9 September 2013

DECISION

1. On the application of the requisite majority of the parties, the tribunal being satisfied that the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect and that the variation is not likely substantially to prejudice any person or that for any other reason it would not be reasonable for the variation to be effected, the leases of all the flats must be varied as in the order attached to this decision.
2. No compensation is payable to any leaseholder in respect of the variation.

REASONS

Background

1. This is an application under section 37 of the Landlord and Tenant Act 1987 ("the Act") for the variation of the leases of all of the 91 flats in Streatham Court, which is a purpose-built block of flats dating from the 1930s. The application was made by the landlord with the support of 68 leaseholders, and by the date of the pre-trial review at least 74 leaseholders had expressed their support. The purpose of the application is to release the landlord from its covenant to provide heating and hot water, the costs recoverable as a service charge, the intention being that the leaseholders will install their own individual systems in each flat. The landlord is a tenant-owned company.
2. In the tribunal's directions made after a pre-trial review on 6 June 2013 it was recorded that at that date the leaseholders of 74 flats supported the application, the leaseholders of 15 flats had not responded to the landlord's invitation to support it, and that the leaseholders of Flats 9 and 43 had indicated that they opposed it. The directions required the landlord to send the directions to the leaseholders who had not consented to the application, and those leaseholders who opposed the application and/or wished to tribunal to award them compensation were directed no later than 15 July 2013 to send to the applicants a statement in response to the application and, if they wished the tribunal to award them compensation, to specify and explain the amount and to accompany their statement with copies of any documents upon which they relied.
3. The only leaseholder who responded to the direction to serve a statement was Dean Parker, the leaseholder of Flat 88. He did not indicate in his statement that he opposed the proposed variation but asked for compensation, although he did not specify the amount of compensation he

sought. The joint leaseholder of Flat 29, Iris Jeganathan, and the leaseholder of Flat 12, Vijay Mohan, had said in the response to a questionnaire directed at the pre-trial review that they wished for compensation but neither of them provided a statement.

4. The application was heard on 15 August 2013. The landlord was represented by Stan Gallagher, counsel, instructed by Thackray Williams LLP, solicitors, who called Andrew McKeer MRICS FIRPM, a consultant with Bailey and Partners, the managing agent, to give evidence. Mr Parker appeared in person.

5. The issue was whether Mr Parker was entitled to compensation by virtue of section 38(10) of the Act.

The law

6. By virtue of section 37(1) of the Act an application may be made to a tribunal in respect of two or more leases for an order varying each of those leases in such a manner as is specified in the application. By section 37(3) the grounds on which an application may be made under section 37 are that the object to be achieved by the variation cannot be satisfactorily achieved unless all the leases are varied to the same effect. Section 37(5)(b) provides that in a case where the application is in respect of more than eight leases, it must not be opposed by more than 10 per cent of the total number of the parties concerned, who include the landlord, and at least 75 per cent of them must consent to it. It was decided by the Upper Tribunal (Lands Chamber) in *Re Wellington Close* [2012] UKUT 95 (LC) that the requisite number of supporters is to be assessed at the date of the application. At that date 68 leaseholders consented to the application and they, together with the landlord, constitute the requisite percentage.

7. Section 38(3) of the Act provides that, if the grounds set out in section 37(3) are established to the satisfaction of the tribunal, the tribunal may, subject to sections 38(6) and (7), make an order varying each of the leases in the manner specified in the order. Section 38(6) provides that the tribunal shall not make such an order if it appears to the tribunal that the variation is likely substantially to prejudice any respondent or any other person and that an award under section 38(10) would not provide adequate compensation, or that for any other reason it would not be reasonable in the circumstances for the variation to be effected. By section 38(8) a tribunal may, instead of making an order varying a lease, make an order directing the parties to the lease to vary it in such a manner as is so specified. Section 38(10) provides that where a tribunal makes an order under the section varying a lease the tribunal may, if it thinks fit, make an order for any party to the lease to pay to any other party to the lease or to any other person compensation in respect of any loss or disadvantage that the tribunal considers that he is likely to suffer as a result of the variation.

The evidence and argument

8. Mr McKeer said that the communal heating and hot water system was original to the block and had thus been in place for over 80 years, that it had broken down on a number of occasions and the steel pipework had started to leak in various places. He said that the whole system had reached the end of its useful life and needed to be replaced.

9. He said that the directors and leaseholders had since about 2005 been considering what they should do about the system and matters came to a head in 2008, when there was not only a large increase in the cost of oil which brought the cost of oil to some £135,000 a year, but also an increase in the number of breakdowns and leaking pipework which caused a number of days without heating or hot water. He said that in 2009 there was a series of residents' meetings to consider the options, and that in mid-2009 a notice of intention was given to the leaseholders under the Service Charges (Consultation Requirements) (England) Regulations 2003 with a view to installing a new communal system. A mechanical engineer, Brian Johns of BJ Associates, was asked to prepare a specification to go out to tender and after estimates were received a statement of estimates was given to the leaseholders. The estimated cost of replacing the system with a new gas-fired communal system was found to be in the region of £346,000, excluding the cost of the new boilers and also excluding the necessary installation of a new gas main (the existing gas supply to the block being insufficient for a gas-fired communal system) and that the new pipework which would be essential would at least double the cost. It was, he said, when the cost of replacing the existing system with another communal system was known that the directors came to appreciate that individual systems for the supply of heating and hot water would be a better and more cost-effective option than the replacement of the existing communal system by another communal system. They then investigated the possibility of varying the leases in order to enable the existing landlord's covenants relating to the supply of heating and hot water to be removed. He said that a report from Mr Johns had been circulated to all leaseholders which outlined the options at that time.

10. He said that the communal system had the disadvantage that, being centrally controlled, the heating was turned on at the beginning of October and off at the end of April, which was not convenient to many of the residents. Furthermore, in some of the flats there were only two radiators, which provided no more than background heating. He said that there was an additional problem in that there was asbestos in the boiler room, but that the directors were taking advice about whether it would be possible to seal the boiler room rather than go to the expense of removing the asbestos. He said that the contractor would be likely to remove the boilers without charge in return for their scrap value.

11. Mr McKeer said that at Manor Court, a neighbouring and similar block, the leaseholders had decided to vary their leases in order to decommission their existing communal system, and to install independent systems. The work had now been successfully carried out and the cost of independent systems had been about £5800, including VAT and fees, for four-bedroomed

flats and between £3500 and £4000 for two-bedroomed flats. He said that it was fortunate that the leaseholders of Streatham Court could benefit from the experience of Manor Court. He considered that the running costs of independent gas-fired systems would be so much less than the running costs of the present oil-fired system that the leaseholders would be better off financially if they had independent systems, even allowing for the cost of installing individual systems.

12. Addressing Mr Parker's concerns, Mr McKeer said that he would be happy to visit his flat and advise him on the positioning of the new boiler. He said that many of the leaseholders of flats in Manor Court had installed their boilers in the airing cupboard in the bathroom and he believed that Mr Parker could do the same, with very little disruption to his decorative scheme.

13. Mr Parker said that he had lived in Streatham Court since 1997 when he purchased his lease. He said that he had spent a great deal of time and a considerable amount of money to make his flat as attractive as possible, and that the work he had carried out had included the replacement of the radiators with new radiators with individual controls. He said that he had modernised the bathroom and kitchen to a very high standard and that all the pipework had been routed within walls or behind skirting boards to enhance the appearance of the flat. He said that he would not have carried out the work in the way he did if he had been made aware at an earlier stage that the communal central heating system was to be replaced by individual systems, and that he considered that the installation of a new boiler and pipework in his flat would cause much upheaval and expense if the pipework was to be concealed to achieve the aesthetic standard he wished to achieve. He said that he envisaged that the work would require the dismantling of the kitchen and bathroom and the replacement of floor coverings and tiles and would involve considerable expense. He produced photographs of his kitchen and bathroom which confirmed that their renovation had been carried out to a high standard. He said that he had not provided documents to quantify his claim because he had not appreciated that he ought to do so but could do so if requested.

14. In his oral evidence Mr Parker said that he did not oppose the installation of individual systems but wished to be compensated for the expense he would incur to make the new system as inconspicuous as possible. He said that he accepted that the pipework required replacement in any event and that individual gas-fired systems would be cheaper to run. He also agreed that positioning the new boiler in his airing cupboard would be feasible, although he was not keen to lose space in the airing cupboard.

Decision

15. We are satisfied in the exercise of our discretion that this is not an appropriate case for compensation. We consider that Mr Parker is likely to be able to locate his new boiler in the airing cupboard of his flat with little effect on the appearance of his flat. We accept that, whether or not individual systems are to be installed, the existing system requires to be replaced and

that the necessary works will inevitably cause disruption to every leaseholder. We do not consider that Mr Parker's position in this regard is much different from that of any other leaseholder. While it is not disputed that the directors at first proposed to install a new communal system, we accept that they reasonably changed their minds when the cost of a new such system was known and we do not consider, nor was it alleged, that they deceived Mr Parker in any way. We accept, as Mr Parker also accepts, that he and all the leaseholders will be better off with individual systems, not only financially because the systems will be cheaper to run but also in other respects because individual systems are more flexible and in keeping with modern standards. Furthermore, the landlord is a tenant-owned company and even if we were satisfied, which we are not, that this was a case for compensation, we would not *think fit*, in the words of section 38(10) of the Act, to award compensation to one leaseholder who is no more disadvantaged by the proposed variation than other leaseholders who wish their flats to look as attractive as possible, particularly given that any compensation would have to be found from leaseholders' funds.

16. We are satisfied that the object to be achieved by the proposed variation cannot be satisfactorily achieved unless all the leases are varied to the same effect. We are also satisfied that the variation will not substantially prejudice any person and we are not satisfied that for any other reason it would not be reasonable in the circumstances for the variation to be effected.

Costs

17. At the pre-trial review the landlord undertook not to seek to recover any of the costs of these proceedings from any leaseholder as a service charge.

The order

18. Mr Gallagher submitted at our request an electronic version of his draft order. It required a number of alterations and our revised version accompanies this decision.

Judge: Margaret Wilson

IN THE FIRST-TIER TRIBUNAL (PROPERTY CHAMBER)

**APPLICATION UNDER PART IV OF THE LANDLORD & TENANT ACT
1987**

Property: **Streatham Court, Streatham High Road, London SW16**

Applicants: **Streatham Manor Gardens Limited and the 68 long
leaseholders who consented to the application**

Respondents: **All leaseholders who did not consent to the application**

**ORDER of the First-tier Tribunal made under section 38 of the Landlord &
Tenant Act 1987 on an application made under section 37 of the 1987 Act, for the
variation of long leases of flats**

Definitions

In this order the following words and expressions have the following meanings:

“the applicants” Streatham Manor Gardens Limited and the 68
leaseholders who consented to the application (listed
in Part 1 of the fourth schedule to this order).

“the respondents” the leaseholders who did not consent to the
application (listed in Part 3 of the fourth schedule to
this order)

"the landlord" Streatham Manor Gardens Limited

“Streatham Court ” the residential estate known as Streatham Court,
Streatham High Road, London, SW16;

“the Streatham Court leases” the long leases demising flats in Streatham Court in respect of which Streatham Manor Gardens Limited is the immediate landlord. A list of the leases is set out in the third schedule to this order

“the 1987 Act” the Landlord and Tenant Act 1987

“the conditions precedent” the conditions precedent set out in the first schedule to this order

“the transitional provisions” the transitional provisions set out in the first schedule to this order

“the statutory consents” such planning permissions, certificates of lawful development, Building Regulations consents and any other consents as may be required for the boilers flue sleeves and other installations that are to be installed by the leaseholders for the purpose of such independent systems for the supply of heating and hot water as they may install

“the enabling works” the provision of such rising gas pipework, water services pipework and ancillary works as may be necessary or desirable in order to facilitate connection of the leaseholders’ individual boiler systems, such works (if any) to be undertaken by Streatham Manor Gardens Limited (as landlord) or a third party such as (but not limited to) a utility company as may be appropriate provided

that the scope of any such works (if any) shall be determined by Streatham Manor Gardens Limited's technical advisors, all such works to comply with the applicable requirements of the Gas Safety (Installation and Use) Regulations 1998 and any other applicable gas safety and other similar regulations

Recitals

UPON the application of the applicants under section 37 of the 1987 Act for the variation of all of the Streatham Court leases

AND UPON hearing counsel for the applicants and Dean Parker, the leaseholder of Flat 88

IT IS ORDERED THAT

- 1 Pursuant to the power conferred on the tribunal by section 38(1) of the 1987 Act, but subject to the conditions precedent and transitional provisions set out in schedule 1 to this order, each of the Streatham Court leases is by virtue of this order varied in accordance with deletions and substitutions set out in the second schedule to this order.
- 2 In accordance with the conditions precedent and transitional provisions set out in the first schedule to this order the said variations to the respective Streatham Court leases shall not take effect until the cut-off date as defined in paragraph 2 of the first schedule to this order.
- 3 The variation of the Streatham Court leases made by paragraph 1 of this order shall be protected by the entry of agreed notices in the registers at the Land Registry appertaining to the respective Streatham Court leases, for which purpose the landlord shall as soon as practicable apply under rule 81 of the

Land Registration Rules 2003 for the entry of agreed notices in the registers appertaining to the respective Streatham Court leases that give proper notice of the variations to the Streatham Court leases made by virtue of paragraph 1 of this order. The said applications to the Land Registry shall be

- (a) made in Land Registry form AN1; and
- (b) accompanied by a certified copy of this order together with copies of the tribunal's written determination.

Upon such application by the landlord the Chief Land Registrar and/or his delegates are requested by the tribunal to accept the certified copy of this order and the copies of the tribunal's written determination as:

- (a) providing, for the purposes of sub-rule 81(1)(b) of the Land Registration Rules 2003, sufficient details of the interest claimed by Streatham Manor Gardens Limited to satisfy the Chief Land Registrar of the nature of the landlord's claim being its claim for the entry of the proposed agreed notices; and
- (b), providing sufficient evidence for the purposes of sub-rule 81(1)(c)(ii) of the Land Registration Rules 2003 of the validity of the landlord's claim for the entry of the proposed agreed notices.

The Chief Land Registrar and/or his delegates are requested by the tribunal, upon the application to be made by the landlord to the Land Registry, to enter the proposed agreed notices notwithstanding that:

- (i) the landlord is not entitled to be registered as the proprietor of the respective registered leasehold estates which shall be affected by the proposed agreed notices; and
- (ii) the application to be made by the landlord shall not necessarily be made with the consent of the proprietors of the respective registered

leasehold estates which shall be affected by the proposed agreed notices but shall be reliant upon the binding nature of this order .

- 4 No leaseholders in Streatham Court shall be entitled to any compensatory payment whatsoever in consequence of the variation of their leases under this order, nor shall any leaseholders be entitled to make any application for compensation under section 38(10) of the 1987 Act.

Permission to apply

5. The landlord shall have permission to apply to the tribunal for further directions for the purposes of bringing this order into effect.

**SCHEDULE 1 – CONDITIONS PRECEDENT AND TRANSITIONAL
PROVISIONS**

1. The landlord's covenants under the Streatham Court leases to maintain and supply a communal boiler and plant for the purpose of providing heating and hot water to individual flats, namely:

- i. the landlord's covenant to supply hot water by means of the boiler and heating installations and also during the winter months from the first day of October to the thirtieth day of April to supply hot water for heating to radiators fixed in the flats (clause 5.4(h)) in the existing Streatham Court leases); and
- ii. such other of the provisions in the Streatham Court leases to the extent that they relate to the landlord's said obligation to supply hot water and heating to individual flats,

shall remain in force until the cut-off date for the building in which the flat is located.

2. The cut-off date for the building in which the flat is located shall be:

- i. 2 May 2014, or
- ii. such later date as shall fall 6 months after any and all of the statutory consents have been obtained,

provided that the cut-off date shall be deferred in the event that late completion of the enabling works, if any, makes it impractical in the reasonable opinion of the landlord's technical advisers for the leaseholders' individual boiler systems to be connected and commissioned prior to the cut-off date, in which event that cut-off date shall be deferred for as long as is

reasonably necessary, and in any event all leaseholders shall be given not less than six months prior notice in writing of the cut-off date, whether it be 2 May 2014 or such later date as may be ascertained by application of this paragraph.

3. The installation of the individual boilers, radiators, pipework and connections to existing sanitary appliances, sinks, basins, baths and showers, cookers and heaters and the like within each flat shall be the responsibility of the respective leaseholders and the following provisions shall apply to their installation:
 - i. individual leaseholders shall be responsible for engaging their own properly qualified contractors to undertake the installation of boilers within their respective flats;
 - ii. only contractors who are Gas Safe Registered Engineers within the meaning of the Gas Safety (Installation and Use) Regulations 1998 and/or a NICEIC Registered Electrician (as applicable) shall be engaged;
 - iii. the landlord reserves the right to inspect and approve the installation before the boiler is commissioned. Leaseholders shall provide access to their respective flats to the contract administrator for this purpose. There will be a maximum charge of £250 plus VAT levied on the leaseholder for each such inspection and any other re-inspections that prove necessary until such time as the installation is deemed to comply with the technical specification and the appropriate safety standards provided that no such charge shall be levied if the leaseholder delivers up to the landlord within 28 days of installation a Gas Safe certificate issued by a registered Gas Safe contractor and/or an electrical installation certificate issued by a NICEIC registered electrician.

2. The lessor shall be entitled to re-charge as service charge its costs of supplying heating and hot water to individual flats up to and including the cut-off date for the building in which the flat is situated to the full extent permitted by the Streatham Court leases in their existing form.

SCHEDULE 2 – THE VARIATIONS TO THE STREATHAM COURT LEASES

By virtue of this order of the First-tier Tribunal (Property Chamber) all of the Streatham Court leases are varied by:

- (1) the deletion of the landlord’s covenants for the provision of hot water and heating (“the previous covenants”); and
- (2) their substitution with the new covenants (“the new covenants”)

The previous covenants are set out in part 1 of this schedule and the new covenants are set out in part 2 of this schedule

Part 1: the Previous Covenants

(As the numbering of the previous covenants may vary between the Streatham Court leases, the paragraphs to be deleted are those in substantially the same terms as the previous covenants set out herein below whether or not the numbering corresponds to that set out below)

Previous covenant (clause 4.1):

To repair, maintain, renew, uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows, glass or doors, (including the entrance door to the Demised Premises) locks, fastenings and hinges, sanitary water, gas and electrical apparatus and walls

and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Lessors are entitled to claim under any policy of insurance maintained by the Lessors in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Tenant or any person claiming through the Tenant or his or their servants, agents, licensees or visitors.

Previous covenant (clause 4.3):

To permit the Lessors and each Tenant of a residential unit in the Estate with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergency) during the said term to enter into and upon the Demised Premises or any part thereof for the purpose of extending, repairing or altering any part of the Estate or executing repairs, alterations or extensions to any adjoining or contiguous premises or for the purpose of making, repairing, maintaining, supporting, rebuilding, cleansing, lighting or keeping in good order and condition the Common Parts and all roofs foundations, damp courses, tanks, sewers, drains, pipes, cables, water courses, gutters, wires, party or other structures or other conveniences belonging to or serving or used for the Estate or any part thereof and also for the purpose of testing, drainage, gas and water pipes and electrical wires and cables and for similar purposes and also for the purposes of cutting off water to the Demised Premises or any other premises in the Estate in respect whereof the Tenant or occupier shall have made default in paying his share of the water rate the Lessors or the Tenants so entering or authorising entry (if the case may be) making good all damage occasioned to the Demised Premises.

Previous covenant (clause 5.4(g)):

To maintain and renew when required any existing central heating and hot water apparatus in the Estate and all ancillary equipment thereto other than that contained and solely serving the Demised Premises.

Previous covenant (clause 5.4(h):)

To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot water from a central system but not otherwise an adequate supply of hot water to the buildings comprised in the Estate and during the period from first day of October to the first day of May next following to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other parts of the Estate unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Tenant or any person claiming through the Tenant or his or their servants, agents, licensees or visitors or by reason or any breakdown or interruption of the supply of fuel or current or other cause whatsoever which the Lessors have no control and the Lessors shall not be liable for any loss, damage or inconvenience which the Tenant may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises.

Part 2: the New Covenants

(the paragraph numbering to conform to the number system in each lease)

New Clause [4.1]:

Throughout the term at all times to keep the Demised Premises and everything demised thereunder and additional thereto including the heating and hot water system and all pipes and boiler exclusively serving the Demised Premises and the Lessors' fixtures and fittings sanitary apparatus and appurtenances installed in or fixed to the Demised Premises and the windows, glass and doors (including the entrance door to the Demised Premises) locks, fastenings and hinges, sanitary, water, gas and electrical equipment, apparatus and walls and ceilings, drain, pipes, wires and cables and all fixtures and additions in good and substantial, repair and condition save as to damage in respect of which the Lessors are entitled to claim under any policy of insurance maintained by the Lessors in accordance with their covenants in that behalf hereinafter contained except and so far as such policy may have been vitiated by the actual default of the Tenant or any person claiming through the Tenant or his or their

servants, agents, licensees or visitors and on or before the 1st September in each year to ensure that the gas boiler (if any) is inspected by a fully qualified gas engineer and provide to the Lessors a copy of the gas safety certificate within 14 days of the date of the inspections failing which the Lessors or the Lessors' appointed gas engineers who will have the right to enter the Demised Premises upon giving reasonable prior written notice to the Tenant for the purpose of inspecting the said gas boiler and to carry out any works necessary at the Lessees expense for a gas safety certificate.

New Clause [4.3]:

To permit the Lessor and its respective surveyors or agents with or without workmen and others and each Tenant of a residential unit in the Estate and all other persons authorised by any of them at all reasonable times on 72 hours notice (and in the case of emergency without notice) during the said term to enter into and upon the Demised Premises or any part thereof for the purpose of extending, repairing and altering any part of the Estate or executing repairs, alterations or extensions to any adjoining or contiguous premises or for the purpose of making, repairing, maintaining, supporting, rebuilding, cleansing, lighting or keeping in good order and condition the Common Parts and all roofs, foundation, damp courses, tanks, sewers, drains, pipes, cables, water courses, gutters, wires party or other structures or other conveniences belonging to or serving or used for the Estate or any part thereof and also for the purpose of testing drainage, gas and water pipes and electrical wires and cables and for similar purposes and also for the purpose of cutting off water to the Demised Premises or any other premises in the Estate in respect whereof the Tenant or occupier shall have made default in paying his share of the water rate the Lessors or the Tenants so entering or authorising entry (as the case may be) making good all damage occasioned to the Demised Premises and disconnecting, stopping up, removing or renewing drainage, gas and water pipes, radiators and electrical wires and cables and for similar purpose and as agent of the Tenant for the purpose of removing the existing pipes and radiators and installing an individual heating and hot water system for the Demised Premises to include a boiler, pipes and radiators the cost of the removal of existing pipes and radiators installation of the new hot water system to be at the sole expense of the Tenant and thereafter on its own account for the purpose of inspecting the individual and hot water system in the Demised Premises provided that except for the

works undertaken to remove existing radiators and pipes and to install the said individual heating and hot water system the Lessors shall make good all damage to the flat or to the fixture and fittings sanitary apparatus, appurtenances, goods or effect installed therein or affixed thereto caused by the carrying out any work hereinbefore referred to.

New Clause [5.4(g)]:

To maintain and renew when required any gas and water pipes (including sections of externally located gas pipes serving individual flats externally) water pressure, booster apparatus and water pipe trace heating apparatus, external pipes cables and wires in under and upon the Estate and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises where not the responsibility of the statutory authority.

New Clause [5.4(h)]:

To provide sufficient energy efficient apparatus to heat the Common Parts from the 1st October to the 1st May next in each year and to install, inspect, repair, maintain, overhaul, renew and when necessary replace all such plant and equipment as may be necessary to maintain reasonable water pressures to supply all the flats in the Estate.

**THE THIRD SCHEDULE 3 – THE SCHEDULE OF THE STREATHAM
COURT LEASES [TO BE COMPLETED BY THE LANDLORD]**

Flat Address	Name	Lease details
Flat 1 Streatham Court Court		Date: Term: Parties:

**THE FOURTH SCHEDULE – List of Applicants, Additional Supporters,
Respondents,**

Part 1 – List of the Applicants

[to be completed]

Part 2 – List of Additional Supporters

[to be completed]

Part 3 – List of Respondents

[to be completed]